

**AMERICAN LAFRANCE LLC  
CREDITORS TRUST AGREEMENT**

This AMERICAN LAFRANCE LLC CREDITORS TRUST AGREEMENT (this “Agreement”) is made and entered into, as of the \_\_\_ day of April, 2008, by and among American LaFrance, LLC (the “Debtor”), Neil Gilmour of Executive Sounding Board Associates, in his capacity as trustee hereunder (the “Trustee”), and, in their capacities as the members of the Executive Committee (the “Executive Committee”) hereunder, (i) Ryder Integrated Logistics through its employee Michael Mandell, (ii) Daimler Trucks North America, LLC through its employee Stefan Kurschner, and (iii) Bennett Motor Express LLC through its employee Grant Brooker. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Plan.

**RECITALS**

WHEREAS, on January 28, 2008, the Debtor filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Court”), which case is captioned In re American LaFrance LLC, Case No. 08-10178 (BLS) (the “Bankruptcy Case”); and

WHEREAS, on March 27, 2008, the Debtor filed in the Bankruptcy Case its Third Amended Plan Of Reorganization (as the same may be amended or modified from time to time, the “Plan”) and Fourth Amended Disclosure Statement Pursuant To 11 U.S.C. § 1125 In Support Of Plan; and

WHEREAS, by order dated April [ ], 2008, the Court confirmed the Plan; and

WHEREAS, on the date first set forth above, the Effective Date of the Plan occurred; and

WHEREAS, under the terms of the Plan, certain assets of the Debtor will be transferred to and held by the Creditors Trust created by this Agreement (the “Trust”) so that, among other things, the Trust Property (as defined below) can be collected, liquidated and distributed; and

WHEREAS, the Plan provides for the appointment of the Trustee to administer the Creditors Trust for the benefit of holders of Class 4 Allowed General Unsecured Claims (as defined in the Plan) (the “Allowed Unsecured Claims”); and

WHEREAS, the Trustee has agreed to serve as such upon the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, in accordance with the Plan and in consideration of the promises and of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

## **DECLARATION OF TRUST**

The Debtor hereby absolutely assigns to the Trust, and to its successors in trust and its successors and assigns, all right, title and interest of the Debtor in and to the Trust Property (as defined below);

TO HAVE AND TO HOLD unto the Trust and its successors in trust and its successors and assigns forever;

IN TRUST NEVERTHELESS upon the terms and subject to the conditions set forth herein and for the benefit of the holders of Allowed Unsecured Claims, as and to the extent provided in the Plan, and for the performance of and compliance with the terms hereof and of the Plan;

PROVIDED, HOWEVER, that upon termination of the Executive Committee in accordance with Article V hereof, this Agreement shall cease, terminate and be of no further force and effect; and

IT IS HEREBY FURTHER COVENANTED AND DECLARED that the Trust Property is to be held and applied by the Trustee upon the further covenants and terms and subject to the conditions set forth herein.

### **I. NAME; PURPOSE; TRUST PROPERTY**

1.01 Name of Trust. The trust created by this Agreement shall be known as the “ALF Creditors Trust” or sometimes herein as the “Trust.” The Trust is authorized to retain Pepper Hamilton LLP as counsel, and such other professional persons as the Trustee may determine in his business judgment to be necessary and appropriate to carry out the purposes of the Trust, who shall be compensated first from the Administrative Fund, then from other Trust Property, on a monthly basis or as otherwise agreed.

1.02 Trust Beneficiaries. The beneficiaries of the Trust are the holders of beneficial interests in the Trust on account of Allowed Class 4 Claims under the Plan, and their permitted transferees as the same shall appear in the records of the Trustee, from time to time (the “Trust Beneficiaries”).

1.03 Transfer of Trust Property. In accordance with the provisions of the Plan, on the Effective Date, the Debtor and its Chapter 11 estate shall be deemed to have transferred, assigned and conveyed to the Trust Beneficiaries: (i) the \$6,100,000.00 of Cash described in Article 8.1(c) of the Plan subject, with respect to \$1,100,000 of such cash, to the Reorganized Debtor’s residual interest in such \$1,100,000 as set forth in the Plan; (ii) the Avoidance Action Share as defined in Article 2.18 of the Plan; (iii) the Insider Avoidance Action Share as defined in Article 2.62 of the Plan; (iv) to secure the full 22.5% dividend on allowed Class 4 Claims under the Plan, a first priority mortgage lien on the Debtor’s real property located at 1800 Lehman Street, Lebanon, PA 17046; (v) to secure the full 22.5% dividend on allowed Class 4 Claims under the Plan, a first priority mortgage lien and security interest in on the Debtor’s real property located at 3705 St. Johns Parkway, Sanford, FL 32771 together with all tangible and intangible personal property utilized in the Debtor’s operations in Sanford, Florida; and (vi) to

help defray Trust Expenses, the sum of \$75,000.00 (the “Administrative Fund”) (collectively, the “Trust Property”), followed by a deemed transfer by the Trust Beneficiaries to the Trust, to be held by the Trustee in trust for the Trust Beneficiaries, on the terms and subject to the conditions set forth herein and in the Plan.

1.04 Purposes. The purposes of the Trust are to (i) collect, liquidate and distribute the Trust Property; (ii) initiate actions to resolve any issues regarding the payment of Allowed Unsecured Claims, including, as necessary, initiation and participation in proceedings or matters before the Bankruptcy Court and intervening in proceedings regarding allowance of Allowed Unsecured Claims; and to (iii) enforce all rights with respect to the Trust Property, with no objective or authority to engage in any trade or business, except to the extent necessary to and consistent with the foregoing purposes.

1.05 Acceptance by the Trustee. The Trustee hereby accepts the appointment to serve as Trustee pursuant to this Agreement and the Plan and agrees to observe and perform all duties and obligations imposed upon the Trustee by this Agreement and under the Plan, including, without limitation, to accept and hold and administer the Trust Property and otherwise carry out the purpose of the Trust in accordance with the terms and subject to the conditions set forth herein. The Trustee shall have fiduciary duties to the Trust Beneficiaries in the same manner that the members of an official committee of unsecured creditors appointed pursuant to section 1102 of the Bankruptcy Code have fiduciary duties to the constituents represented by such an official committee.

1.06 Further Assurances. The Debtor and any successors in interest will, on request of the Trustee, execute and deliver such further documents and perform such further acts as may be necessary or proper to transfer to the Trustee any portion of the Trust Property or to vest the powers or property hereby conveyed. The Debtor, for itself and its predecessors and successors, disclaims any right to any reversionary interest in any of the Trust Property, other than as set forth in Articles 2.91 and 10.7 of the Plan.

1.07 The Executive Committee.

(a) As provided in Article XI of the Plan, the Executive Committee of the Trust (the “Executive Committee”) is hereby appointed as of the Effective Date under the Plan. The initial members of the Executive Committee are (i) Ryder Integrated Logistics through its employee Michael Mandell or such other person as Ryder Integrated Logistics may hereafter specify in writing to the Trustee, (ii) Daimler Trucks North America, LLC through its employee Stefan Kurschner or such other person as Daimler Trucks North America, LLC may hereafter specify in writing to the Trustee, and (iii) Bennett Motor Express LLC through its employee Grant Brooker or such other person as Bennett Motor Express LLC may hereafter specify in writing to the Trustee. Should any member of the Executive Committee resign, such member shall be replaced by a new member to be selected by majority vote of the remaining Executive Committee members and the Trustee.

(b) The purpose of the Executive Committee is to monitor the implementation of the Plan insofar as it relates to Allowed Unsecured Claims, supervise the activities of the Trustee, and monitor the Distributions to holders of Allowed Unsecured Claims under the Plan.

The Executive Committee shall be entitled to prescribe its own rules of procedures and bylaws, so long as they are consistent with this Agreement and with the provisions of the Plan.

(c) Although the members of the Executive Committee shall serve without compensation, their actual and reasonable expenses shall be reimbursable from Trust Property without the need for approval of the Court. Members of the Executive Committee shall have fiduciary duties to the Trust Beneficiaries in the same manner that members of an official committee of unsecured creditors appointed pursuant to section 1102 of the Bankruptcy Code have fiduciary duties to the constituents represented by such a creditors' committee and shall be entitled to indemnification from the Trust Property in the same manner as the Trustee for service as members of the Executive Committee from and after the Effective Date of the Plan under or in connection with this Agreement.

(d) The Trustee shall report to the Executive Committee on at least a quarterly basis, or such other period as subsequently agreed between the Executive Committee and the Trustee, as to the status of all material matters affecting the Trust. The Trustee shall make decisions in consultation with the Executive Committee regarding the following matters:

- (i) All distributions to creditors made pursuant to the terms of the Plan;
- (ii) Engaging and compensating consultants, agents, employees, and professional persons to assist the Trustee with respect to the Trustee's responsibilities, provided that no further consultation shall be required for the Trustee's retention of Pepper Hamilton LLP and Executive Sounding Board Associates to render services to the Trust; and
- (iii) All other material matters and decisions.

If the Trustee does not receive objections from a majority of the members of the Executive Committee eligible to vote on a given matter within seven (7) days after providing written (including facsimile or electronic) notice to the Executive Committee of a proposed action, such action shall be deemed approved by the Executive Committee for the purposes of this section.

## **II. RIGHTS, POWERS AND DUTIES OF TRUSTEE**

2.01 General. As of the Effective Date, the Trustee shall take possession and charge of the Trust Property and, subject to the provisions hereof and of the Plan, shall have full right, power and discretion to manage the affairs of the Trust, subject to Section 1.06 above. Except as otherwise provided herein and in the Plan, the Trustee shall have the right and power to enter into any covenants or agreements binding the Trust and in furtherance of the purpose hereof and of the Plan and to execute, acknowledge and deliver any and all instruments which are necessary or deemed by the Trustee to be consistent with and advisable in connection with the performance of his duties hereunder. In addition, subject to Section 1.06 above, the Trustee shall have the power and responsibility to do all acts contemplated by the plan to be done by the Trustee and all other acts that may be necessary or appropriate in connection with the disposition of the Trust

Property and the distribution of the proceeds thereof in consultation with the Executive Committee, as contemplated by the Plan, including, without limitation:

- (a) Perfect and secure the Trustee's right, title, and interest to the Trust Property;
- (b) Reduce the Trust Property to cash and hold the same;
- (c) Arrange for distribution of the Trust Property and any net proceeds therefrom in accordance with the Plan and this Agreement;
- (d) Manage and protect the Trust Property;
- (e) Release, convey, or assign any right, title or interest in or about the Trust Property;
- (f) Pay and discharge any costs, expenses, collection fees or obligations deemed necessary to preserve the Trust Property, or any part thereof, which shall be governed by the Trust Agreement;
- (g) Deposit funds of the Trust and draw checks and make or arrange for disbursements thereof;
- (h) Employ and have such professionals, including, without limitation, attorneys and accountants and such other agents, consultants, and employees on behalf of the Trust as the Trustee shall deem necessary; provided, however, that the Trustee's authority to pay such professionals shall be governed by the provisions of the Trust Agreement;
- (i) Determine when and in what amounts Distributions should be made to the Trust Beneficiaries; provided, however, that the Trustee shall attempt to make interim Distributions to Trust Beneficiaries on at least an annual basis, if the Trustee, in his discretion, determines that such interim distributions can be made in light of then-present and anticipated liabilities of the Trust; and provided, further that nothing herein shall be deemed to restrict the Trustee's discretion with respect to the timing or amount of Distributions.
- (j) Exercise any and all powers granted to the Trustee by any agreement or by common law or any statute that serves to increase the extent of the powers granted to the Trustee under the Plan and / or this Agreement;
- (k) Take any action required or permitted by the Plan, including, if necessary, prosecuting foreclosure proceedings, deficiency proceedings and execution proceedings against the Reorganized Debtor to ensure distribution to holders of Allowed Unsecured Claims in accordance with the provisions of the Plan;
- (l) Negotiate, renegotiate, and enter into contracts and execute obligations negotiable and non-negotiable;

- (m) Sue and be sued; provided, however, that any suit against the Trust or the Trustee acting in his or her capacity as Trustee must be commenced in the Bankruptcy Court;
- (n) Pursue rights related to the Trust Property;
- (o) Settle, compromise or abandon any Trust Property;
- (p) Waive or release rights of any kind;
- (q) Intervene in any objection to any Unsecured Claim filed by the Debtor or Reorganized Debtor;
- (r) File all income and informational tax returns and forms of the Trust and reserve for disputed claims;
- (s) Enforce all provisions of the Plan and any Order of the Bankruptcy Court for the benefit of the Trust; and
- (t) Without limiting the foregoing, deal with the Trust Property or any parts thereof and the Trust in ways that are lawful.

Other than the obligations of the Trustee enumerated or referred to herein or under the Plan, the Trustee shall have no duties or obligations of any kind or nature respecting the implementation and administration of the Plan or this Agreement.

2.02 Limitations on Investment Powers of Trustee. Funds in the Trust shall be invested in accordance with Section 345(b) of the Bankruptcy Code and as deemed appropriate by the Trust after consultation with the Executive Committee.

2.03 Liability of Trustee.

- (a) Standard of Care. The Trustee shall not be liable for any loss or damage by reason of any action taken or omitted by the Trustee pursuant to the discretion, powers and authority conferred, or in good faith believed by the Trustee to be conferred, on the Trustee by this Agreement or the Plan.
- (b) No Liability for Acts of Predecessors. No successor Trustee shall be in any way responsible for the acts or omissions of any Trustee in office prior to the date on which such successor becomes the Trustee, unless a successor Trustee expressly assumes such responsibility.
- (c) No Implied Obligations. Subject to Section 1.04 hereof, the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be read into this Agreement against the Trustee.

(d) No Liability for Good Faith Error of Judgment. The Trustee shall not be liable for any act, omission or error of judgment made in good faith, unless it shall be proved that the Trustee was grossly negligent.

(e) Reliance by Trustee on Documents or Advice of Counsel or Other Persons. Except as otherwise provided herein, the Trustee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order or other paper or document believed by the Trustee to be genuine and to have been signed or presented by the proper party or parties. The Trustee may also engage and consult with legal counsel for the Trust and other agents and advisors and shall not be liable for any action taken or suffered by the Trustee in reliance upon the advice of such counsel, agents or advisors. The Trustee or the Executive Committee shall have the right at any time to seek instructions from the Court concerning the administration or disposition of the Trust Property.

(f) No Personal Obligation for Trust Liabilities. Persons dealing with the Trustee shall look only to the Trust Property to satisfy any liability incurred by the Trustee to any such Person in carrying out the terms of this Agreement or the Plan, and the Trustee shall have no personal, individual obligation to satisfy any such liability.

2.04 Selection of Agents. The Trustee may engage any employee and may engage or retain brokers, banks, custodians, investment and financial advisors, attorneys, accountants and other advisors and agents, in each case without Court approval. The Trustee may pay the fees and expenses of the foregoing out of the Trust Property or the proceeds thereof. The Trustee shall not be liable for any loss to the Trust or any Person interested therein by reason of any mistake or default of any agent selected by the Trustee in good faith and without gross negligence.

#### 2.05 Trustee's Compensation, Indemnification and Reimbursement.

(a) As compensation for services in the administration of the Trust, the Trustee shall be compensated as specified on Schedule A hereto. The Trustee shall also be reimbursed for all documented actual, reasonable and necessary out-of-pocket expenses incurred in the performance of its duties hereunder.

(b) In addition, the Trustee shall be indemnified by and receive reimbursement from the Trust Property against and from any loss, liability, expense (including attorneys' fees) or damage which the Trustee incurs or sustains, in good faith and without gross negligence, acting as Trustee under or in connection with this Agreement.

(c) The Trustee may accept employment elsewhere during any period of services to the Trust, provided such additional employment does not result in a material conflict of interest with the Trustee's obligations hereunder.

(d) The Trustee is hereby authorized to obtain all reasonable insurance coverage for himself, his agents, representatives, employees or independent contractors, including, without limitation, coverage with respect to liabilities, duties and obligations of the Trustee and his agents, representatives, employees or independent contractors under the Plan and this Agreement.

2.06 Liabilities of the Trust to Be Paid from Trust Property. The expenses and liabilities of the Trust (including, without limitation, compensation, reimbursement or indemnification of the Trustee or the members of the Executive Committee, and fees and expenses of counsel and other professionals engaged by the Trustee) shall be paid first from the Administrative Fund, then from Trust Property that otherwise would be distributable to Trust Beneficiaries. The Trustee shall make appropriate reserve for existing and reasonably foreseeable liabilities of the Trust before making distributions of Trust Property to Trust Beneficiaries, and may seek Court approval for such reserves and distributions.

2.07 Tax Treatment and Obligation to File Returns.

(a) It is intended that the Trust qualify as a grantor trust for federal income tax purposes, all of the interests of which are owned by the Trust Beneficiaries, such that all items of income, gain, loss, deduction and credit will be included in the income of the Trust Beneficiaries as if such items had been recognized directly by the Trust Beneficiaries in the proportions in which they own beneficial interests in the Trust.

(b) The Trustee shall comply with all tax reporting requirements and, in connection therewith, the Trustee may require Trust Beneficiaries to provide certain tax information as a condition to the receipt of disbursements.

2.08 Conflicting Claims. If the Trustee becomes aware of any disagreement or conflicting claims with respect to Trust Property, or is in good faith in doubt as to any action that should be taken under this Agreement, the Trustee may take any or all of the following actions as reasonably appropriate:

(a) To the extent of such disagreement or conflict, or to the extent deemed by the Trustee to be necessary or appropriate in light of such disagreement or conflict, withhold or stop all further performance under this Agreement with respect to the matter of the dispute (except, in all cases, the safekeeping of the Trust Property) until the Trustee is reasonably satisfied that such disagreement or conflicting claims have been fully resolved; or

(b) File a suit in interpleader or in the nature of interpleader in the Court and obtain an order requiring all interested Persons to litigate in the Court their respective claims arising out of or in connection with this Agreement; or

(c) File any other appropriate motion for relief in the Court.

2.09 Records of Trustee. The Trustee shall maintain accurate records of receipts and disbursements and other activity of the Trust, and duly authorized representatives of the Executive Committee shall have reasonable access to the records of the Trust.

2.10 Bond. The Trustee shall obtain a bond satisfactory to the Executive Committee in favor of the Trust in an amount to be determined from time to time by the Executive Committee. Any bond shall require thirty (30) days' notice to the Executive Committee before termination or renewal.

### **III. RIGHTS, POWERS AND DUTIES OF BENEFICIARIES**

3.01 Interests of Beneficiaries. The Trust Beneficiaries shall have beneficial interests in the Trust Property as provided in the Plan. The Trust Beneficiaries' proportionate interests in the Trust Property as thus determined shall be transferable, subject, as applicable, to Bankruptcy Rule 3001(e) and any other provision of law.

3.02 Interests Beneficial Only. The ownership of a beneficial interest hereunder shall not entitle any Trust Beneficiary to any title in or to the Trust Property as such (which title shall vest in the Trustee) or to any right to call for a partition or division of Trust Property or to require an accounting.

#### **IV. AMENDMENT OF TRUST OR CHANGE IN TRUSTEE**

4.01 Resignation of the Trustee. The Trustee may resign by an instrument in writing signed by the Trustee and filed with the Court with notice to the Executive Committee, provided that unless otherwise agreed by the Executive Committee or ordered by the Court, the Trustee shall continue to serve as such after his resignation for thirty (30) days or, if longer, until the time when appointment of his successor shall become effective in accordance with Section 4.03 hereof.

4.02 Removal of the Trustee. The Executive Committee may remove the Trustee with or without cause at any time by majority vote. Such removal shall be effective thirty (30) days after the Executive Committee's determination or as otherwise agreed by the Trustee and the Executive Committee, or after such shorter period (or immediately) as the Executive Committee may direct for cause. For the purposes of this Agreement, "cause" shall mean: (a) the willful and continued refusal by the Trustee to perform his duties as set forth herein; (b) gross negligence, gross misconduct, fraud, embezzlement or theft; or (c) such other cause as the Executive Committee shall in good faith determine.

4.03 Appointment of Successor Trustee. In the event of the death, resignation, termination, incompetence or removal of the Trustee, the Executive Committee may appoint a successor Trustee without approval of the Court, which the parties acknowledge shall nonetheless retain jurisdiction to resolve any disputes in connection with the service of the Trustee or his successor. If the Executive Committee fails to appoint a successor Trustee within thirty (30) days of the occurrence of a vacancy, any Trust Beneficiary, the Reorganized Debtor, or the outgoing Trustee may petition the Court for such an appointment. Every successor Trustee shall execute, acknowledge and deliver to the Court and to the predecessor Trustee (if practicable) an instrument accepting such appointment and the terms and provisions of this Agreement, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers and duties of the outgoing Trustee.

4.04 Continuity. Unless otherwise ordered by the Court, the death, resignation, incompetence or removal of the Trustee shall not operate to terminate or to remove any existing agency created pursuant to the terms of this Agreement or invalidate any action theretofore taken by the Trustee. In the event of the resignation or removal of the Trustee, the Trustee shall promptly execute and deliver such documents, instruments, final reports and other writings as may be reasonably requested from time to time by the Court, the Executive Committee or the successor Trustee.

4.05 Amendment of Agreement. This Agreement may be amended, modified, terminated, revoked or altered only upon (i) order of the Court; or (ii) agreement of the Trustee and the Executive Committee.

## **V. TERMINATION OF TRUST**

The Trust shall continue until the earlier of: (a) the date that all Trust Property has been liquidated, all proceeds have been converted to Cash or distributed in kind, all Trust Expenses have been paid, all Claims to be paid under the Plan for which the Trustee is obligated to make Distributions have been paid, all Distributions to be made with respect to Trust Beneficiaries have been made, all litigation to which the Trust is a party has been concluded by dismissal or an Order by a court in which such litigation is pending, and the Chapter 11 Case is closed and (b) the expiration of five (5) years from the Effective Date (the "Termination Date"); provided, however, the Trustee may ask the Court to extend the permitted life of the Trust for such additional period as is reasonably necessary to conclude the liquidation and Distribution but not to exceed a total of ten (10) years from the Effective Date.

## **VI. RETENTION OF JURISDICTION**

Subject to the following sentence, and except as set forth in the Security Documents with respect to the subject matter thereof, the Court shall have exclusive jurisdiction over the Trust, the Trustee and the Trust Property as provided in the Plan, including the determination of all controversies and disputes arising under or in connection with the Trust or this Agreement. However, if the Court abstains or declines to exercise such jurisdiction or is without jurisdiction under applicable law, any other court of competent jurisdiction may adjudicate any such matter.

## **VII. MISCELLANEOUS**

7.01 Applicable Law. The Trust created by this Agreement shall be construed in accordance with and governed by the laws of the State of Delaware without giving effect to principles of conflict of laws, but subject to any applicable federal law.

7.02 Waiver. No failure or delay of any party to exercise any right or remedy pursuant to this Agreement shall affect such right or remedy or constitute a waiver thereof.

7.03 Relationship Created. Nothing contained herein shall be construed to constitute any relationship created by this Agreement as an association, partnership or joint venture of any kind.

7.04 Interpretation. Section and paragraph headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of any provision hereof. Unless specifically stated otherwise, terms such as "herein" and "hereof" refer to this Agreement as a whole and not to any particular section or paragraph.

7.05 Savings Clause. If any clause or provision of this Agreement shall for any reason be held invalid or unenforceable by the Court, such invalidity or unenforceability shall not affect any other clause or provision hereof, but this Agreement shall be construed, insofar as reasonable

to effectuate the purpose hereof, as if such invalid or unenforceable provision had never been contained herein.

7.06 Entire Agreement. This Agreement and the Plan constitute the entire agreement by and among the parties and there are no representations, warranties, covenants or obligations with respect to the subject matter hereof except as set forth herein or in the Plan. This Agreement together with the Plan supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties hereto, relating to such subject matter. Except as otherwise authorized by the Court or specifically provided in this Agreement or in the Plan, nothing in this Agreement is intended or shall be construed to confer upon or to give any Person other than the parties hereto and the Trust Beneficiaries any rights or remedies under or by reason of this Agreement.

7.07 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original document, but all of which counterparts together shall constitute one and the same instrument.

7.08 Notices.

(a) All notices, requests or other communications required or permitted to be made in accordance with this Agreement shall be in writing and shall be deemed given five Business Days after first-class mailing, one Business Day after sending by overnight courier, or on the first Business Day after facsimile or electronic transmission.

(i) If to the Trust or Trustee:

[ ]

with a copy to:

David M. Fournier, Esq.  
Pepper Hamilton LLP  
Hercules Plaza, Suite 5100  
1313 Market Street, P.O. Box 1709  
Wilmington, DE 19899-1709  
Fax No.: 302-421-8390

(ii) If to the Debtor:

William Hinz, CEO  
American LaFrance, LLC  
1090 Newton Way  
Summerville, SC 29483  
Fax No.: 843-486-7500

with a copy to

Ian T. Peck, Esq.  
Haynes and Boone, LLP  
901 Main Street, Suite 3100  
Dallas, TX 75202  
Fax No.: 817-348-2350

and

Christopher A. Ward, Esq.  
Klehr, Harrison, Harvey, Branzburg & Ellers LLP  
919 Market Street, Suite 1000  
Wilmington, DE 19801  
Fax No.: 302-426-9193

(iii) If to the Executive Committee:

Mike Mandell  
Ryder Integrated Logistics  
11690 NW 105<sup>th</sup> St.  
Miami, FL 33178

and

Stefan H. Kurschner  
Daimler Trucks North America, LLC  
P.O. Box 3849 MP9-EXC  
Portland, OR 97208-3849

and

Grant Brooker, Esq.  
Bennett International Group, LLC  
P.O. Box 569  
1001 Industrial Parkway  
McDonough, GA 30253

With a copy to:

David M. Fournier  
Pepper Hamilton LLP  
Hercules Plaza, Suite 5100  
1313 Market Street, P.O. Box 1709  
Wilmington, DE 19899-1709  
Fax No.: 302-421-8390

and

William Weintraub, Esq.  
Friedman Kaplan Seiler & Adelman LLP  
1633 Broadway  
New York, NY 10019-6708

(iv) If to any Trust Beneficiary, to such address as is reflected in the official claims register in the Bankruptcy Case.

(b) Any Person may change the address at which it is to receive notices under this Agreement by furnishing written notice to the Trustee in the manner described above.

7.09 Effective Date. This Agreement shall become effective as of the Effective Date.

7.10 Tax Identification Numbers. The Trustee may require any Trust Beneficiary to furnish to the Trustee its employer or taxpayer identification number as assigned by the Internal Revenue Service, and the Trustee may condition any distribution to any Trust Beneficiary upon such receipt of such identification number and any other information required for the Trustee to comply with Internal Revenue Service requirements.

7.11 Successors and Assigns. This Agreement shall be binding upon each of the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto, the Trust Beneficiaries and, subject to the provisions hereof, their respective successors and assigns.

7.12 Conflict with the Plan. In the event of any conflict between the terms of this Agreement and the Plan, the terms of the Plan shall govern.

IN WITNESS WHEREOF the undersigned have caused this Agreement to be executed as of the day and year first written above.

**[SIGNATURES ON FOLLOWING PAGE]**

EXECUTIVE SOUNDING BOARD, AS  
TRUSTEE

By: \_\_\_\_\_

Name: Neil Gilmour

Title: [ ]

OFFICIAL EXECUTIVE COMMITTEE OF  
UNSECURED CREDITORS OF AMERICAN  
LAFRANCE, LLC

By: \_\_\_\_\_

Name: Stefan H. Kurschner, for Daimler Trucks  
North America, LLC

Title: Committee Chair

AMERICAN LAFRANCE, LLC

By: \_\_\_\_\_

Name: William H. Hinz

Title: Chief Restructuring Officer

## SCHEDULE A

### **TERMS OF COMPENSATION AND REIMBURSEMENT OF EXPENSES OF THE TRUSTEE**

#### **1. COMPENSATION**

Beginning at the Effective Date (as defined in the Plan), the Trustee shall be compensated at the usual and customary hourly rate billed by Executive Sounding Board Associates for his time, which as of the date hereof is \$415 per hour and which may be increased from time to time in the normal course of the business of Executive Sounding Board Associates. The Trustee may have other employees of Executive Sounding Board Associates render services to the Trust from time to time as appropriate, in which case Executive Sounding Board Associates shall be compensated by the Trust for the services of such persons at the usual and customary hourly rates of such persons in effect at the time such services are rendered.

#### **2. COMPUTATION OF HOURS; RECORDKEEPING**

- (a) For the purpose of calculating the days and hours in respect of which the Trustee may receive compensation under Section 1 above, travel times shall be included in the number of hours expended, but only if such travel is for the purpose of conducting Trust activities. Travel by the Trustee for personal reasons, including travel to and from any residence of the Trustee, shall not be included in the number of hours expended.
- (b) The Trustee shall maintain a record of his time expended in his capacity as Trustee which shall include a brief description of activities. The record shall be available for inspection and copying by the Executive Committee. The Trustee shall report to the Executive Committee, as part of the reporting to be provided to the Executive Committee under the Trust Agreement, as to the amount of time so expended during each calendar month.

#### **3. REIMBURSEMENT OF EXPENSES**

The Trustee shall be entitled to reimbursement for documented actual and reasonable expenses incurred by him or Executive Sounding Board Associates in connection with the performance of his duties as Trustee, and may submit a report of monthly expenses, if any, with each report under Section 2 above.