

This is Exhibit "M" to the Affidavit of Greg R. May
sworn before me this 15th day of October 2019

Linda E. Murphy

A Notary Public in and for the State of Missouri



LINDA E. MURPHY
My Commission Expires
August 13, 2021
Jackson County
Commission #13406172

AMENDMENT NO. 2 TO ASSET PURCHASE AGREEMENT

This Amendment (this "Amendment") is entered into as of September 23, 2019 (the "Effective Date") and amends that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of August 22, 2019 (the "Signing Date"), by and among JC Buyer Company, Inc., a Delaware corporation ("Buyer"), Jack Cooper Investments, Inc., a Delaware corporation (the "Company"), and the Additional Sellers (as defined in the Purchase Agreement). Capitalized terms used herein and not otherwise defined herein have the meanings ascribed to such terms in the Purchase Agreement.

RECITALS

WHEREAS, the Parties desire to amend certain provisions of the Purchase Agreement to reflect changes to the milestones set forth in the Restructuring Support Agreement enacted following the Signing Date; and

WHEREAS, pursuant to Section 12.6 of the Purchase Agreement, the Purchase Agreement may not be amended, modified or supplemented except by a written agreement executed by each of the Parties.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the foregoing and of the representations, warranties, covenants, agreements and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Amendment. The Parties acknowledge and agree that the Purchase Agreement is hereby amended as follows:

Section 7.5(e) of the Purchase Agreement is hereby deleted and replaced in its entirety with the following:

“(c) Hybrid Plan Participation Agreement. The U.S. Bankruptcy Court shall have entered an order approving the definitive documentation with the Central States Plan, including the Hybrid Plan Participation Agreement, no later than October 10, 2019.”

2. Effect of Amendment; No Other Changes. Except as specifically amended hereby, all other terms of the Purchase Agreement shall remain unchanged and in full force and effect. From and after the Effective Date, any reference to “this Agreement”, “hereof”, “herein”, “hereunder” and words or expressions of similar import shall be deemed a reference to the Purchase Agreement as amended hereby. By executing this Amendment, each of the Buyer, Company and Additional Sellers agree that this Amendment has been executed and delivered in compliance with Section 12.6 of the Purchase Agreement. Reference to this Amendment need not be made in the Purchase Agreement or any other instrument or document executed in connection therewith, or in any certificate, letter or communication issued or made pursuant to, or with respect to, the Purchase Agreement, any reference in any of such items to the Purchase Agreement being sufficient to refer to the Purchase Agreement as amended hereby.

3. Incorporation by Reference. The provisions of Sections 12.1 through 12.14 of the Purchase Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Amendment and the parties hereto mutatis mutandis.

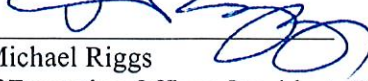
[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed and delivered by their duly authorized representatives, all as of the Effective Date.


JC BUYER COMPANY, INC.

By: 
Name: Tom Higbie
Title: Vice President

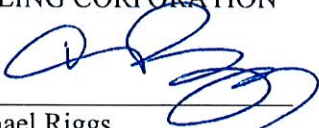
JACK COOPER INVESTMENTS, INC.

By: 
Name: T. Michael Riggs
Title: Chief Executive Officer, President, Treasurer and
Assistant Secretary


AUTO & BOAT RELOCATION SERVICES LLC

By: 
Name: T. Michael Riggs
Title: Chief Executive Officer, Treasurer and Assistant
Secretary

AUTO HANDLING CORPORATION

By: 
Name: T. Michael Riggs
Title: Chief Executive Officer, President, Treasurer and
Assistant Secretary

AXIS LOGISTIC SERVICES, INC.

By: 
Name: T. Michael Riggs
Title: Chief Executive Officer, Treasurer and Assistant
Secretary

CTEMS, LLC

By: 
Name: T. Michael Riggs
Title: Chief Executive Officer, Treasurer and Assistant Secretary

JACK COOPER CANADA 1 LIMITED PARTNERSHIP

By: 
Name: T. Michael Riggs
Title: Chief Executive Officer

JACK COOPER CANADA 2 LIMITED PARTNERSHIP

By: 
Name: T. Michael Riggs
Title: Chief Executive Officer

JACK COOPER CANADA GP 1 INC.

By: 
Name: T. Michael Riggs
Title: Chief Executive Officer

JACK COOPER CANADA GP 2 INC.

By: 
Name: T. Michael Riggs
Title: Chief Executive Officer

JACK COOPER CT SERVICES, INC.

By: 
Name: T. Michael Riggs
Title: Chief Executive Officer, Treasurer and Assistant Secretary

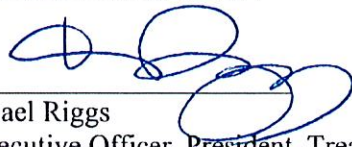
JACK COOPER DIVERSIFIED, LLC

By: 
Name: T. Michael Riggs
Title: Chief Executive Officer, Treasurer and Assistant Secretary


JACK COOPER ENTERPRISES, INC.

By: 
Name: T. Michael Riggs
Title: Chief Executive Officer, President, Treasurer and Assistant Secretary

JACK COOPER HOLDINGS CORP.

By: 
Name: T. Michael Riggs
Title: Chief Executive Officer, President, Treasurer and Assistant Secretary

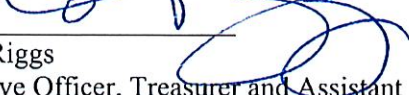
JACK COOPER LOGISTICS, LLC

By: 
Name: T. Michael Riggs
Title: Chief Executive Officer, Treasurer and Assistant Secretary

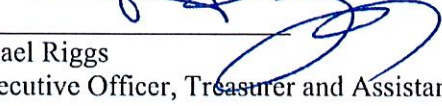
JACK COOPER RAIL AND SHUTTLE, INC.

By: 
Name: T. Michael Riggs
Title: Chief Executive Officer, Treasurer and Assistant Secretary

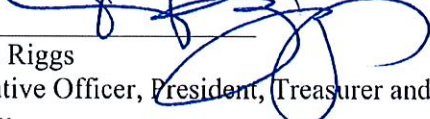
JACK COOPER TRANSPORT CANADA INC.

By: 
Name: T. Michael Riggs
Title: Chief Executive Officer, Treasurer and Assistant Secretary


JACK COOPER TRANSPORT COMPANY, INC.

By: 
Name: T. Michael Riggs
Title: Chief Executive Officer, Treasurer and Assistant Secretary

JACK COOPER VENTURES, INC.

By: 
Name: T. Michael Riggs
Title: Chief Executive Officer, President, Treasurer and Assistant Secretary

NORTH AMERICAN AUTO TRANSPORTATION
CORP

By: 
Name: T. Michael Riggs
Title: Chief Executive Officer, Treasurer and Assistant Secretary