

EXHIBIT 2

LIMITED RECOURSE GUARANTY

Dated: June 18, 2010

FOR VALUABLE CONSIDERATION, and to induce Sellers (as defined in that certain Amended and Restated Stock Purchase Agreement, dated as of February 24, 2010, as the same has been and may hereafter be amended, restated, supplemented or otherwise modified and in effect, the "Purchase Agreement") to enter into the Purchase Agreement with Haldimand Bay Company, a Michigan limited liability company (the "Borrower"), Arnold Transit Company, a Michigan corporation (the "Guarantor"), gives this Limited Recourse Guaranty (as amended, restated, supplemented or otherwise modified from time to time, this "Guaranty") and, subject to the limitations contained in Section 5 hereof, absolutely and unconditionally guarantees to Sellers, the full and prompt payment and performance of all obligations of the Borrower to Sellers relating to or arising out of the Secured Promissory Notes issued by the Borrower to each Seller on the date hereof, and any amendments, extensions, renewals and replacements thereof (collectively, the "Notes").

The liability of the Guarantor under this Guaranty shall include accrued interest and all attorneys' fees, collection costs and enforcement expenses incurred by Sellers in collecting on and enforcing their rights under the Notes, and all such costs and expenses incurred by Sellers or their agents in connection with the protection, defense, or enforcement of this Guaranty in any litigation or bankruptcy proceedings. Sellers may apply any sums received by or available to Sellers from the Borrower or any other person (except the Guarantor), or from the Borrower's or other such persons' properties or any collateral security or other source of payment, and such application of proceeds or receipts shall not reduce or impair the liability of the Guarantor under this Guaranty.

Subject to the limitations contained in Section 5 hereof, the Guarantor further acknowledges and agrees with Sellers that:

1. No act or event need occur to establish the liability of the Guarantor under this Guaranty, and no act or event, except full payment and discharge of the Notes, shall exonerate and discharge the liability of the Guarantor under this Guaranty.
2. If the Guarantor becomes insolvent, then Sellers may declare immediately due and payable the obligations of the Guarantor under this Guaranty, and the Guarantor shall immediately pay to Sellers the full amount of the Notes, whether due and payable or unmatured. If the Guarantor voluntarily commences or there is commenced involuntarily against the Guarantor a case under the United States Bankruptcy Code, the obligations of the Guarantor under this Guaranty shall immediately be due and payable without the necessity of demand or notice.
3. The liability of the Guarantor shall not be reduced or impaired by any of the following acts or events (which Sellers are expressly authorized to do, omit or suffer from time to time, without notice to or the consent or approval of the Guarantor): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all of the Notes; (ii) any one or more extensions of the Notes (whether or not for a period longer than the original

period) or any modification of the interest rate, maturity or other contractual terms applicable to all or part of the Notes; (iii) any waiver or indulgence granted to the Borrower or any other party, any delay or lack of diligence in the enforcement of the Notes, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any of the Notes; (iv) any full or partial release of, settlement with, or agreement not to sue Borrower or any other guarantor or other party liable with respect to any of the Notes; (v) any assignment or transfer, in accordance with the provisions of the Notes, of the Notes or documentation evidencing the Notes; (vi) any election by Sellers under §1111(b)(2) of the United States Bankruptcy Code; and (vii) any other action, omission, event or circumstance, other than the indefeasible payment of the Notes in full.

4. The Guarantor waives any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to the Notes, except the defense of discharge by payment in full in cash. Without limiting the generality of the preceding sentence, the Guarantor will not assert, plead or enforce against Sellers any defense of waiver, release, discharge in bankruptcy, statute of limitations, res judicata, statute of frauds, anti-deficiency statute, misrepresentation or fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other party liable for payment of any of the Notes, or any setoff available against Sellers to Borrower or any such other person, whether or not on account of a related transaction.

5. Notwithstanding anything to the contrary contained herein, the liability of the Guarantor to Sellers in respect of the Notes under this Guaranty shall be limited to the value of the Mackinac Express and Island Express (as each is more specifically defined in its respective First Preferred Ship's Mortgage, each dated as of the dated hereof) (collectively, the "Collateral") and, recourse of Sellers against Guarantor shall be limited to such Collateral and, in the event the proceeds of the Collateral received by Sellers are insufficient to repay the Notes in full, Sellers shall not have further recourse against the Guarantor, and shall not be creditors of the Guarantor in respect of this Guaranty.

6. If any payment received by Sellers is later set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of the Borrower or any other obligor), the Notes to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Notes as fully as if such payment had never been received.

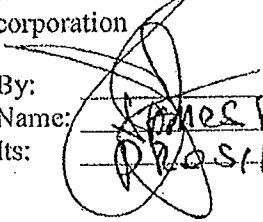
7. No failure or delay of Sellers in exercising any power or right thereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, preclude any other or further exercise thereof or the exercise of any other right or power. No waiver of any provision of this Guaranty or consent to any departure by the Guarantor therefrom shall in any event be effective except pursuant to a written agreement entered into among the Guarantors with respect to which such waiver, amendment or modification relates and Sellers, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on the Guarantor in any case shall entitle the Guarantor to any other or further notice or demand in similar or other circumstances.

8. This Guaranty shall be effective upon delivery to Sellers without further act, condition or acceptance by Sellers, and shall be binding upon the Guarantor and the heirs successors and assigns of the Guarantor for the benefit of Sellers and any successors and assigns. Any invalidity or unenforceability of any provision or application shall not affect other lawful provisions and applications of this Guaranty, which is severable. This Guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Guarantor and Sellers.

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IN WITNESS WHEREOF, this Limited Recourse Guaranty has been duly executed on the above date by the Guarantor.

ARNOLD TRANSIT COMPANY, a Michigan corporation

By: 
Name: JAMES F. WYNN
Its: PRESIDENT