UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE	**PROOF OF CLAIM**
Name of Debtor: Southern Coach Company	Case Number: 12-10037

NOTE: See reverse and attached for List of Debtors/Case Numbers/important details. Other than claims under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for Administrative Expenses arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503(a).

RECEIVED
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BMC GROUP

Name of Creditor (the person or other entity to whom the debtor owes money or property):
Fenway Partners, LLC

Name and address where notices should be sent:
Fenway Partners, LLC
152 West 57th Street
59th Floor
New York, NY 10019

Notice Copies To:
Keith H. Wofford, Esq.
Ropes & Gray LLP
1211 Avenue of the Americas
New York, NY 10036-8704
Telephone No. (212) 596-9000

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

Creditor Telephone Number ( ) email:

THIS SPACE IS FOR COURT USE ONLY

Name and address where payment should be sent (if different from above):

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box to indicate that this claim amends a previously filed claim.
Court Claim Number (if known):
Filed on:

Payment Telephone Number ( ) email:

1. AMOUNT OF CLAIM AS OF DATE CASE FILED $ 2,683.11, plus other contingent and unliquidated amounts*

If all or part of your claim is secured, complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. BASIS FOR CLAIM: (See instruction #2) see attachment

3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

3a. Debtor may have scheduled account as: (See instruction #3a)

3b. Uniform Claim Identifier (optional): (See instruction #3b)

4. SECURED CLAIM: (See instruction #4)

Check the appropriate box if your claim is secured by a lien on property or a right of set off, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff:
Describe:

☐ Real Estate ☐ Motor Vehicle ☐ Other _____

Value of Property: $ _____

Annual Interest Rate: _____ % ☐ Fixed or ☐ Variable
(when case was filed)

Amount of arrearage and other charges, as of time case filed, included in secured claim, if any: $ _____

Basis for Perfection: _____

Amount of Secured Claim: $ _____

Amount Unsecured: $ _____

5. Amount of Claim Entitled to Administrative Expense status under 11 U.S.C. § 503(b)(9) or Priority under 11 U.S.C. § 507(a). If any part of the claim falls into one of the following categories, check the box specifying the administrative expense or priority and state the amount.

Amount entitled to priority: $ _____

Amount entitled to administrative expense under 11 U.S.C. § 503(b)(9): $ _____

You MUST specify the priority of the claim:

☐ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to $2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to $11,725*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).

☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a) (____).

☐ Value of goods received by the debtor within 20 days before the date of the bankruptcy filing - 11 U.S.C. § 503(b)(9).

*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustm

Coach America
01677

6. CREDITS: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)

* see attachment

7. DOCUMENTS: *Attached are redacted copies of documents that support the claim,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #7, and definition of "redacted").

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

DATE-STAMPED COPY To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is actually received on or before 5:00 pm, prevailing Eastern Time on April 2, 2012 for Non-Governmental Claimants OR on or before July 2, 2012 for Governmental Units.

BY MAIL TO:
BMC Group, Inc.
Attn: Coach America Claims Processing
PO Box 3020
Chanhassen, MN 55317-3020

BY MESSENGER OR OVERNIGHT DELIVERY TO:
BMC Group, Inc.
Attn: Coach America Claims Processing
18675 Lake Drive East
Chanhassen, MN 55317

8. SIGNATURE: (See instruction #8)

Check the appropriate box.

☐ I am the creditor. ☒ I am the creditor's authorized agent. (Attach copy of power of attorney, if any.) ☐ I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information providedin this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: William Gregory Smart
Title: Officer
Company: Fenway Partners, LLC
Address and telephone number (if different from notice address above):

(Signature) (Date) 3/27/12

Telephone number: email:

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

LIST OF DEBTORS:

Debtor Name	Case Number	Debtor Name	Case Number	Debtor Name	Case Number
ACL Leasing, LLC	12-10042	CUSA AT, LLC	12-10047	CUSA RAZ, LLC	12-10064
America Charters, Ltd.	12-10021	CUSA AWC, LLC	12-10048	CUSA Transit Services, LLC	12-10065
American Coach Lines of Atlanta, Inc.	12-10022	CUSA BCCAE, LLC	12-10049	CUSA, LLC	12-10045
American Coach Lines of Jacksonville, Inc.	12-10023	CUSA BESS, LLC	12-10050	Dillon's Bus Service, Inc.	12-10029
American Coach Lines of Miami, Inc.	12-10024	CUSA CC, LLC	12-10051	Florida Cruise Connection, Inc.	12-10030
American Coach Lines of Orlando, Inc.	12-10026	CUSA CSS, LLC	12-10052	Get A Bus, LLC	12-10066
American Coach Lines, Inc.	12-10019	CUSA EE, LLC	12-10053	Hopkins Airport Limousine Services, Inc.	12-10032
B & A Charter Tours, Inc.	12-10028	CUSA ELKO, LLC	12-10054	KBUS Holdings, LLC	12-10041
CAPD, LLC	12-10043	CUSA ES, LLC	12-10055	Lakefront Lines, Inc.	12-10033
Coach Am Group Holdings Corp.	12-10010	CUSA FL, LLC	12-10056	Midnight Sun Tours, Inc.	12-10035
Coach Am Holdings Corp.	12-10017	CUSA GCBS, LLC	12-10057	Royal Tours of America, Inc.	12-10036
Coach America Group, Inc.	12-10027	CUSA GCT, LLC	12-10058	Southern Coach Company	12-10037
Coach America Holdings, Inc.	12-10018	CUSA KBC, LLC	12-10059	The McMahon Transportation Company	12-10034
Coach America Transportation Solutions, LLC	12-10044	CUSA K-TCS, LLC	12-10060	Tippett Travel, Inc.	12-10038
Coach BCCAE, L.P.	12-10067	CUSA Leasing, LLC	12-10061	Trykap Airport Services, Inc.	12-10039
Coach Leasing BCCAE, L.P.	12-10068	CUSA PCSTC, LLC	12-10062	Trykap Transportation Management, Inc.	12-10040
CUSA ASL, LLC	12-10046	CUSA PRTS, LLC	12-10063		

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
COACH AM GROUP HOLDINGS CORP., *et al.*[1]	Case No. 12-10010 (KG)
	(Jointly Administered)
Debtors.	

ATTACHMENT TO PROOF OF CLAIM OF FENWAY PARTNERS, LLC AGAINST SOUTHERN COACH COMPANY

1. On January 3, 2012 (the "Petition Date"), Southern Coach Company (the "Debtor") and certain of its affiliates each filed a petition with this Court under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code").

2. Fenway Partners, LLC, a Delaware limited liability company ("Fenway") is party to that certain Management Agreement (the "Management Agreement"), dated as of April 20, 2007, with the Debtor and certain of its debtor and non-debtor affiliates.

[1] Coach Am Group Holdings Corp. (4830); Coach Am Holdings Corp. (1816); Coach America Holdings, Inc. (2841); American Coach Lines, Inc. (2470); America Charters, Ltd. (8246); American Coach Lines of Atlanta, Inc. (4003); American Coach Lines of Jacksonville, Inc. (1360); American Coach Lines of Miami, Inc. (7867); American Coach Lines of Orlando, Inc. (0985); Coach America Group, Inc. (2816); B & A Charter Tours, Inc. (9392); Dillon's Bus Service, Inc. (5559); Florida Cruise Connection, Inc. (9409); Hopkins Airport Limousine Services, Inc. (1333); Lakefront Lines, Inc. (5309); The McMahon Transportation Company (0030); Midnight Sun Tours, Inc. (2791); Royal Tours of America, Inc. (2313); Southern Coach Company (6927); Tippet Travel, Inc. (8787); Trykap Airport Services, Inc. (0732); Trykap Transportation Management, Inc. (2727); KBUS Holdings, LLC (6419); ACL Leasing, LLC (2058); CAPD, LLC (4454); Coach America Transportation Solutions, LLC (6909); CUSA, LLC (3523); CUSA ASL, LLC (2030); CUSA AT, LLC (2071); CUSA AWC, LLC (2084); CUSA BCCAE, LLC (2017); CUSA BESS, LLC (3610); CUSA CC, LLC (1999); CUSA CSS, LLC (1244); CUSA EE, LLC (1982); CUSA ELKO, LLC (4648); CUSA ES, LLC (1941); CUSA FL, LLC (1920); CUSA GCBS, LLC (1891); CUSA GCT, LLC (1833); CUSA KBC, LLC (1808); CUSA K-TCS, LLC (1741); CUSA Leasing, LLC (1321); CUSA PCSTC, LLC (170); CUSA PRTS, LLC (1591); CUSA RAZ, LLC (0640); CUSA Transit Services, LLC (8847); Get A Bus, LLC (1907); Coach BCCAE, L.P. (3488); Coach Leasing BCCAE, L.P. (6784). The Debtors' corporate offices are located at 8150 North Central Expressway, Suite M1000, Dallas, Texas 75206.

3. Under the Management Agreement, the Companies agreed to, among other things, **jointly and severally** pay on demand all expenses incurred by Fenway and the Fenway Funds[2] or any of them (i) in connection with the Management Agreement, the transactions contemplated by the Merger Agreement or any related transactions, (ii) relating to operations of, or services provided by Fenway to, the Companies or any of their affiliates from time to time or (iii) otherwise in any way relating to the Companies or in any way relating to, or arising out of, the equity investments or the ownership or sale thereof by any Fenway Fund.[3]

4. Under the Management Agreement, the Companies also agreed to, among other things, **jointly and severally** indemnify and agree to exonerate and hold each of Fenway, each Fenway Fund, and each of the other Indemnitees listed therein free and harmless from and against any and all actions, causes of action, suits, claims, liabilities, losses, damages and costs and expenses in connection therewith, including without limitation reasonable attorneys' fees and expenses, incurred by the Indemnitees or any of them as a result of, arising out of, or in any way relating to (i) this Agreement, the transactions contemplated by the Merger Agreement, any transaction to which the Companies are a party, the Equity Investments or the ownership thereof by any Fenway Fund or any related transactions or (ii) operations of, or services provided by Fenway to, any of the Companies or any affiliate of any of the Companies from time to time (including but not limited to any indemnification obligations assumed or incurred by any Indemnitee to or on behalf of any of the Companies or any of their accountants or other

[2] Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Management Agreement.

[3] Management Agreement, § 4(a).

representatives, agents or affiliates), subject to gross negligence or willful misconduct limitations.[4]

5. This proof of claim (the "Proof of Claim") is filed by Fenway on account of the following claims against the Debtor (collectively, the "Claims"):

a. Corporate Indemnification and Exoneration: All claims against the Debtor for any and all rights and entitlement that Fenway has or may have to indemnification, contribution, reimbursement or other payments, including damages, costs and expenses related thereto, from the Debtor whether based on the Management Agreement, applicable law, the Debtor's certificate or articles of incorporation, the Debtor's bylaws, any contract, any agreement or otherwise, relating to, without limitation, operations of, or services provided by Fenway to, the Companies or any of their affiliates from time to time or otherwise in any way relating to the Companies or in any way relating to, or arising out of, the equity investments or the ownership or sale thereof by any Fenway Fund. In particular, Fenway is asserting a claim for indemnification in connecting with any pending and future litigation.

b. Expenses: As of the Petition Date, the Debtor and certain of its affiliates are indebted to Fenway in the amount of not less than $2,683.11 related to Fenway's unreimbursed out-of-pocket expenses incurred during the fourth quarter of fiscal year 2011. The Debtor is obligated to pay such expenses on demand by Fenway under section 4(a) of the Management Agreement.

6. Fenway does not attach copies of the documents supporting the Claims, including the Management Agreement, because it believes that the Debtor already has copies of all of the relevant documents. Fenway remains available, however, to deliver copies of the documentation upon reasonable request and reserves the right to supplement this proof of claim with documentation at any time.

7. Fenway's assertion of the Claims herein is without prejudice to Fenway's right to assert the Claims described as administrative expense claims against the Debtor under sections 503 and 507 of the Bankruptcy Code.

[4] Management Agreement, § 4(b).

8. This Proof of Claim is filed to preserve any and all claims, rights, and entitlements, including contingent claims, that Fenway may have against the Debtor. Nothing set forth herein should be construed as an admission that any valid claims or causes of action exist against either the Debtor or Fenway.

9. Fenway reserves the right to amend and/or supplement further this Proof of Claim at any time and in any manner, and to file additional proofs of claim for additional claims that may be based on the respective rights and obligations arising under the documents described above, the relationship described herein or the same events and circumstances described herein. In addition, Fenway reserves the right to attach or bring forth additional documents supporting the Claims, including additional documents that may become available after further investigation and discovery.

10. The filing of this Proof of Claim shall not constitute: (a) a waiver or release of the rights of Fenway against the Debtor or any of its affiliated debtors, or any other person or property, (b) a waiver by Fenway to contest the jurisdiction of this Court with respect to the subject matter of the Claims set forth herein, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving Fenway or (c) an election of remedies or choice of law.

ROPES & GRAY LLP
1211 AVENUE OF THE AMERICAS
NEW YORK, NY 10036-8704
WWW.ROPESGRAY.COM

Raul Alcantar
212-841-0615
646-728-6256 fax
raul.alcantar@ropesgray.com

March 30, 2012

BY FEDEX

BMC Group, Inc.
Attn: Coach America Claims Processing
18675 Lake Drive East
Chanhassen, MN 55317

Re: *In re Coach Am Group Holdings Corp.*, 12-10010-KG
131 Proofs of Claim for Filing

Dear Sir or Madam:

Please find enclosed for filing in the above-referenced case 128 proofs of claim of Fenway Partners, LLC and various individuals.

Also enclosed are copies of the 128 proofs of claim forms. Kindly date-stamp the copies and return the date-stamped copies in the enclosed self-addressed stamped envelope to my attention.

Please contact me should you have any questions.

Very truly yours,

Raul Alcantar

Enclosures

From: (212) 596-9000
Jose Raul Alcantar Villagran
Ropes & Gray LLP
1211 Ave of the Americas

New York, NY 10036

Origin ID: NYCA

FedEx Express

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Coach America Claims Processing
BMC Group, Inc.
18675 Lake Dr E

Chanhassen, MN 55317

BMC GROUP

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