

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

COACH AM GROUP HOLDINGS CORP.,  
*et al.*<sup>1</sup>

Debtors.

Chapter 11

Case No. 12-\_\_\_\_\_(\_\_\_\_)

(Joint Administration Requested)

**FINAL ORDER PURSUANT TO 11 U.S.C. §§ 105(a), 363(b), 1107(a) AND 1108  
AUTHORIZING THE DEBTORS TO PAY PREPETITION CLAIMS OF COMMON  
CARRIERS AND SUBCONTRACTOR CLAIMANTS, AND FOR RELATED RELIEF**

Upon consideration of the motion (the “**Motion**”)<sup>2</sup> of the Debtors pursuant to sections 105(a), 363(b), 1107(a) and 1108 of the Bankruptcy Code, for entry of an order (a) authorizing the Debtors to pay certain prepetition claims of shippers, warehousemen, and other subcontractors, and (b) authorizing financial institutions to receive, process, honor, and pay all

<sup>1</sup> 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 (1701); 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.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

checks issued and electronic payment requests made relating to the foregoing; and upon consideration of the First Day Declaration; and it appearing that the Court has jurisdiction over this matter pursuant to 28 U.S.C. § 157(b)(2); and the Court having determined that granting the relief requested in the Motion is in the best interests of the Debtors, their estates and creditors; and notice of the Motion being sufficient under the circumstances; and after due deliberation and sufficient cause appearing therefor;

**IT IS HEREBY ORDERED THAT:**

1. The Debtors are authorized, but not directed, in their sole discretion, to pay in the ordinary course of business any prepetition amounts owing to the Common Carriers and/or Subcontractors according to the following procedures:

1. Debtors' Sole Discretion. The Debtors, in their sole discretion, shall determine, in the exercise of their business judgment, which Common Carriers and Subcontractors, if any, are entitled to payment under this Motion. Prior to making a payment to a party under this Motion, the Debtors may in their discretion, settle all or a portion of the Common Carrier Claims or Subcontractor Lien Claims for less than their face amount without further notice or hearing.
2. Agreed Trade Terms. The Debtors may condition payment of Common Carrier Claims or Subcontractor Lien Claims on the agreement of the Common Carriers and Subcontractors to continue supplying goods and services to the Debtors on the same trade terms that were in effect prior to the Petition Date. The Debtors reserve the right to negotiate new trade terms with any Common Carriers or Subcontractors as a condition to payment of any Common Carrier Claim or Subcontractor Lien Claim. The Debtors shall have the right, on a case-by-case basis, to request written acknowledgement from Common Carriers and Subcontractors of the trade terms to which the parties have agreed.
3. Subcontractor Lien Claims. With respect to Subcontractor Lien Claims only, the Debtors shall have authority to pay a Subcontractor Lien Claim when, if the Debtors determine, in their discretion, that imposition of a lien would unduly disrupt the Debtors' business; provided, however, that, with respect to a Subcontractor: (i) the Debtors shall not pay such Subcontractor Lien Claim unless the Subcontractor has perfected or, in the Debtors' judgment, is presently capable of perfecting or will be capable of perfecting in the future a lien or liens (not subject to avoidance) with respect to the Subcontractor Lien Claim; (ii) the payment of such

Subcontractor Lien Claim shall be made with a full reservation of rights regarding the extent, validity, perfection or possible avoidance of any liens; and (iii) the Subcontractor agrees to promptly release any filed liens upon payment of its Subcontractor Lien Claim

4. Breach of Agreed Trade Terms. To the extent a Common Carrier or Subcontractor refuses to comply with agreed trade terms, any payment made to such Common Carrier or Subcontractor on account of a Common Carrier Claim or Subcontractor Lien Claim shall be deemed to have been in payment of the then outstanding post-petition obligations owed to such Common Carrier or Subcontractor, and such Common Carrier or Subcontractor shall be required to immediately repay to the Debtors any payment made to it on account of its prepetition claim to the extent the aggregate amount of such payments exceeds the post-petition obligations then outstanding, without the right of any setoffs, claims, provision for payment of reclamation or trust fund claims, or otherwise.

2. The Debtors' payment of prepetition claims owed to the Common Carriers shall not exceed, in the aggregate, \$1.15 million, including any amounts paid under the Court's Order granting the Motion on an interim basis.

3. All banks and other financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition amounts owed to Common Carriers or Subcontractor approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment; provided, however, that sufficient funds are available in the Debtors' bank accounts to cover such payments; provided, further, that all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Order.

4. The Debtors are authorized to reissue any check, electronic payment or otherwise, which was drawn in payment of any prepetition amounts owed to any Common Carrier or Subcontractor that is not cleared by a depository.

5. Nothing herein shall impair the Debtors' ability to contest, without prejudice, in their sole discretion, the validity and amounts owing to the Common Carriers or the Subcontractors.

6. The Debtors do not concede that any liens (contractual, common law, statutory or otherwise) paid pursuant to this Order are valid, and the Debtors expressly reserve the right to contest the extent, validity, perfection or possible avoidance of all such liens.

7. Nothing herein shall be deemed to constitute the post-petition assumption of any executory contracts between the Debtors and the Common Carrier or Subcontractors.

8. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

9. Notwithstanding anything to contrary contained herein, any payment to be made, or authorization contained, hereunder shall be subject to the requirements imposed on the Debtors under any approved debtor-in-possession financing facility, any budget in connection therewith and any order regarding the use of cash collateral.

10. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: January \_\_, 2012  
Wilmington, Delaware

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UNITED STATES BANKRUPTCY JUDGE