

EXHIBIT A

(Proposed Order)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

COACH AM GROUP HOLDINGS CORP,
et al.,¹

Debtors.

Chapter 11

Case No.: 12-10010 (KG)

(Jointly Administered)

**ORDER PURSUANT TO SECTIONS 328(a)
AND 1103 OF THE BANKRUPTCY CODE, RULE 2014
OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE,
AND LOCAL RULE 2014-1 AUTHORIZING EMPLOYMENT AND
RETENTION OF IMPERIAL CAPITAL, LLC AS FINANCIAL ADVISOR TO
THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS
NUNC PRO TUNC TO JANUARY 17, 2012**

Upon the application (the “Application”)² of the Official Committee of Unsecured Creditors in the above-captioned cases (the “Committee”) for an order, pursuant to sections 328(a) and 1103 of Title 11 of the United States Code (the “Bankruptcy Code”), rule 2014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rule 2014-1 of the Local

¹ The Debtors in these cases, along with the last four (4) digits of their federal tax identification numbers are: Coach Am Group Holdings Corp. (4830), Coach Am Holdings Corp. (1816), Coach America Holdings, Inc. (2841), American Coach Lines, Inc. (2470), American Charters, Ltd. (Coach America) (8246), American Coach Lines of Atlanta, Inc. (4003), American Coach Lines of Jacksonville, In. (1360), American Coach Lines of Miami, Inc. (7867), American Coach Lines of Orlando, Inc. (2985), 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 Service, 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), Tippitt 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 BCCAELLC (2017), CUSA BESS, LLC (3610), CUSA CC, LLC (1999), CUSA CSS, LLC (1244), CUSA EE, LLC (1982), CUSA ELKO, LLC (4658), 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 BCCAEL, L.P. (3488) and Coach Leasing BCCAEL, L.P. (6784).

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Application.

Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), authorizing the Committee to employ and retain Imperial Capital, LLC (“Imperial Capital”) as financial advisor to the Committee, *nunc pro tunc* to January 17, 2012; and upon the *Declaration of Robert Warshauer in Support of the Application for an Order Pursuant to Sections 328(a) and 1103 of the Bankruptcy Code, Rule 2014 of the Federal Rules of Bankruptcy Procedure, and Local Rule 2014-1 Authorizing Employment and Retention of Imperial Capital, LLC as Financial Advisor to the Official Committee of Unsecured Creditors Nunc Pro Tunc to January 17, 2012* (the “Warshauer Declaration”), annexed to the Application as Exhibit B; and notice of the Application having been given as set forth in the Application; and it appearing that no other or further notice need be provided; and the Court being satisfied that Imperial Capital does not represent any other entity having an adverse interest in connection with the cases as required by section 1103 of the Bankruptcy Code, and neither holds nor represents an interest adverse to the estates; and it appearing that the relief requested by this Application is in the best interests of the estate, its creditors, and other parties-in-interest; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED AND DECREED that:

1. The Application is hereby granted as stated herein.
2. Pursuant to sections 328(a) and 1103 of the Bankruptcy Code, Bankruptcy Rule 2014 and Local Rule 2014-1, the Committee hereby is authorized to employ and retain Imperial Capital as its financial advisor in connection with these chapter 11 cases pursuant to the

terms set forth in the Application, effective as of January 17, 2012, and Imperial Capital is authorized to perform the services set forth in the Application.

3. Imperial Capital shall be compensated for such services, and reimbursed for any related expenses, in accordance with section 328(a) of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable orders of this Court.

4. Imperial Capital's fees shall not be subject to challenge except under the standard of review set forth in section 328(a) of the Bankruptcy Code.

5. Imperial Capital's fees and expenses shall be paid in the amounts, at the times and in the manner described in the Application, subject to and in accordance with any interim compensation procedures order entered in this case.

6. As set forth in the Application, in connection with the services Imperial Capital is to provide to the Committee, Imperial Capital's professionals shall keep reasonably detailed time records describing their general daily activities, the identity of persons who performed such activities, and the estimated amount of time expended on such activities on a daily basis. Any applicable provision in the Bankruptcy Code, Bankruptcy Rules, or Local Rules is waived to the extent necessary in connection with these billing practices.

7. The Debtors shall be bound by the indemnification, contribution, reimbursement, exculpation, and other provisions of the Indemnity Agreement, attached to the Warshauer Declaration as Schedule 2, and the Debtors will indemnify and hold harmless Imperial Capital and its affiliates, counsel, and other professional advisors, and the respective directors, officers, controlling persons, agents, and employees of each of the foregoing

(collectively, the “Indemnified Parties”), pursuant to the Indemnity Agreement, subject, during the pendency of the Chapter 11 Cases, to the following:

- a) Imperial Capital shall not be entitled to indemnification, contribution or reimbursement pursuant to the Indemnity Agreement for services, unless such services and the indemnification, contribution or reimbursement therefor are approved by the Court;
- b) The Debtors shall have no obligation to indemnify Imperial Capital, or provide contribution or reimbursement to Imperial Capital, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Imperial Capital’s gross negligence, fraud, willful misconduct, breach of fiduciary duty, if any, bad faith or self-dealing; (ii) for a contractual dispute in which the Debtors or Committee allege the breach of Imperial Capital’s contractual obligations unless the Court determines that indemnification, contribution or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after notice and a hearing to be a claim or expense for which Imperial Capital should not receive indemnity, contribution or reimbursement under the terms of the Engagement Letter as modified by this Order; and
- c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing the Chapter 11 Cases, Imperial Capital believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors’ indemnification, contribution and/or reimbursement obligations under the Indemnity Agreement (as modified by this Order), including without limitation the advancement of defense costs, Imperial Capital must file an application therefor in this Court, and the Debtors may not pay any such amounts to Imperial Capital before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Imperial Capital for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors’ obligation to indemnify Imperial Capital. All parties in interest shall retain the right to object to any demand by Imperial Capital for indemnification, contribution or reimbursement.

8. The Committee and Imperial Capital are hereby authorized and empowered to take such steps and perform such acts as may be necessary to implement and effectuate the terms of this Order.

9. This Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

Dated: _____, 2012

The Honorable Kevin Gross
United States Bankruptcy Judge