

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

)

THURSDAY, THE 18TH

)

JUSTICE OSBORNE

)

DAY OF JULY, 2024

IN THE MATTER OF THE *COMPANIES' CREDITORS*
***ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF 3329003 CANADA INC., MEGABUS CANADA INC.,
3376249 CANADA INC., 4216849 CANADA INC., TRENTWAY-WAGAR
(PROPERTIES) INC., TRENTWAY-WAGAR INC. AND DOUGLAS BRAUND
INVESTMENTS LIMITED**

**APPLICATION OF COACH USA, INC UNDER SECTION 46 OF THE
COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS
AMENDED**

SECOND SUPPLEMENTAL ORDER

THIS MOTION, made by Coach USA, Inc., in its capacity as the foreign representative (the "**Foreign Representative**") of 3329003 Canada Inc., Megabus Canada Inc., 3376249 Canada Inc., 4216849 Canada Inc., Trentway-Wagar (Properties) Inc., Trentway-Wagar Inc. and Douglas Braund Investments Limited (collectively, the "**Canadian Debtors**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an Order substantially in the form enclosed in the Motion Record, was heard this day by judicial videoconference via Zoom at Toronto, Ontario.

ON READING the Notice of Motion, the affidavit of Spencer Ware affirmed July 11, 2024 (the "**Ware Affidavit**"), and the First Report of the Alvarez & Marsal Canada Inc., in its capacity as information officer (the "**Information Officer**"), each filed.

AND UPON HEARING the submissions of counsel for the Foreign Representative, counsel for the Information Officer, counsel for Wells Fargo Bank, National Association and those other parties present, no one else appearing although duly served as appears from the affidavit of service of Milan Singh-Cheema sworn July 12, 2024, and on reading the consent of A&M to act as the information officer:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined have the meaning given to them in the Ware Affidavit or the Supplemental Order (Foreign Main Proceeding) of this Court dated June 14, 2024.

RECOGNITION OF FOREIGN ORDERS

3. **THIS COURT ORDERS** that the following orders (the "**Foreign Orders**") of the U.S. Bankruptcy Court made in the Foreign Proceeding are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA:

- (a) *Final Order (I) Authorizing the Debtors to Pay Certain Prepetition Taxes And Fees And Related Obligations; (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief (the "**Taxes and Fees Order**") (a copy of which is attached hereto as Schedule "A");*
- (b) *Final Order (I) Prohibiting Utility Companies From Altering, Refusing, or Discontinuing Utility Services, (II) Deeming Utility Companies Adequately Assured of Future Payment, (III) Establishing Procedures for Determining Additional Adequate Assurance of Payment; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief (the "**Final Utilities Order**") (a copy of which is attached hereto as Schedule "B");*
- (c) *Final Order (I) Authorizing (A) Payment of Prepetition Obligations Incurred in the Ordinary Course of Business in connection with Insurance and Surety Programs, including Payment of Policy Premiums, Self-Insured Retention Fees,*

Broker Fees, and Claims Administrator Fees, and (B) Continuation of Insurance Premium Financing Programs; (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief ("Final Insurance and Surety Bond Order") (a copy of which is attached hereto as Schedule "C");

(d) *Final Order (I) Authorizing Maintenance of the Cash Management System; (II) Authorizing Maintenance of the Existing Bank Accounts; (III) Authorizing Continued Use of Existing Business Forms; (IV) Authorizing Continued Performance of Intercompany Transactions in the Ordinary Course of Business and Grant of Administrative Expense Status for Postpetition Intercompany Claims; and (V) Granting Related Relief* (the "**Final Cash Management Order**") (a copy of which is attached hereto as Schedule "D");

(e) *Final Order (I) Authorizing Debtors to Pay Prepetition Claims of Certain Critical Vendors, 503(b)(9) Claimants, and Lien Claimants; (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (III) Granting Related Relief* (the "**Final Critical Vendors Order**") (a copy of which is attached hereto as Schedule "E");

(f) *Final Order (I) Authorizing Debtors to Honor and Continue Certain Customer Programs and Customer Obligations in the Ordinary Course of Business; (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* (the "**Final Customer Programs Order**") (a copy of which is attached hereto as Schedule "F");

- (g) *Final Order (I) Authorizing Payment of Certain Prepetition Wages, Salaries, and other Compensation; (II) Authorizing Certain Employee Benefits and Other Associated Obligations; (III) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* (the "**Final Employee Wages Order**") (a copy of which is attached hereto as Schedule "G");
- (h) *Final Order Establishing Certain Notice and Hearing Procedures for (I) Certain Transfers of Equity In (A) Project Kenwood Holdings, Inc., (B) Project Kenwood Intermediate Holdings I, Inc., (C) Project Kenwood Intermediate Holdings II, LLC; and (D) Project Kenwood Intermediate Holdings III, LLC, and (II) Certain Claims of Worthlessness with Respect to the Foregoing Equity Interests* (the "**Final NOL Order**") (a copy of which is attached hereto as Schedule "H");
- (i) *Order: Authorizing the Debtors to Reject (A) an Unexpired Lease of Nonresidential Real Property and (B) an Executory Contract, in Each Case, Effective as of the Petition Date, (II) Abandon Any Remaining Personal Property, and (III) Granting Related Relief* (the "**Rejection Order**") (a copy of which is attached hereto as Schedule "I");
- (j) *Order (I) Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals, and (II) Granting Related Relief* (the "**Interim Compensation Order**") (a copy of which is attached hereto as Schedule "J");
- (k) *Order (I) Authorizing the Debtors to File Under Seal the Asset Purchase Agreement by and Between the Debtors, Bus Company Holdings US, LLC, and*

1485832 B.C. Unlimited Liability Company, and (II) Granting Related Relief (the "APA Sealing Order") (a copy of which is attached hereto as Schedule "K"); and

- (I) *Order (A) Establishing Bar Dates and Related Procedures for Filing Proofs of Claim (Including for Claims Arising Under Section 503(B)(9) of the Bankruptcy Code) and (B) Approving the Form and Manner of Notice Thereof* (the "**Bar Date Order**") (a copy of which is attached hereto as Schedule "L");

provided, however, that in the event of any conflict between the terms of the Foreign Orders and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Property in Canada.

RECOGNITION OF DE MINIMIS ASSETS ORDER

4. **THIS COURT ORDERS** that the *Order Authorizing and Approving Procedures for the Sale, Transfer, or Abandonment Of De Minimis Assets* (the "**De Minimis Assets Order**") of the U.S Bankruptcy Court made in the Foreign Proceeding, a copy of which is attached hereto as Schedule "M", is hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA, provided, however, that in the event of any conflict between the terms of the De Minimis Assets Order and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Property in Canada.

5. **THIS COURT ORDERS** that each of the Canadian Debtors are authorized, notwithstanding paragraph 5 of the Initial Recognition Order, to use, sell, acquire, invest, transfer or abandon their Property in accordance with the De Minimis Assets Order, provided that a Canadian Debtors shall provide written notice to the Information Officer at least seven (7) days' prior to taking any actions with respect to its Property pursuant to the De Minimis Assets Order.

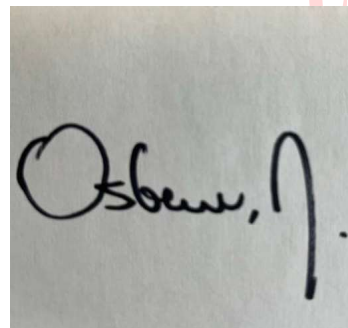
GENERAL

6. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States of America or any other foreign jurisdiction, to give effect to this Order and to assist the Canadian Debtors, the Foreign Representative, the Information Officer, and their respective counsel and agents in

carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Canadian Debtors, the Foreign Representative and the Information Officer, as may be necessary or desirable to give effect to this Order, or to assist the Canadian Debtors, the Foreign Representative, the Information Officer and their respective counsel and agents in carrying out the terms of this Order.

7. **THIS COURT ORDERS** that each of the Canadian Debtors, the Foreign Representative and the Information Officer be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

8. **THIS COURT ORDERS** that this Order shall be effective as of 12:01 a.m. Eastern Time on the date of this Order.

A rectangular stamp containing a handwritten signature in black ink. The signature appears to be "Osburn, J." with a stylized flourish at the end.

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SCHEDULE A
TAXES AND FEES ORDER

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

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket Nos. 6 & 67

**FINAL ORDER (I) AUTHORIZING THE DEBTORS TO PAY CERTAIN
PREPETITION TAXES AND FEES AND RELATED OBLIGATIONS,
(II) AUTHORIZING BANKS TO HONOR AND PROCESS CHECK
AND ELECTRONIC TRANSFER REQUESTS RELATED
THERE TO, (III) SCHEDULING A FINAL HEARING,
AND (IV) GRANTING RELATED RELIEF**

Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Pay Certain Prepetition Taxes and Fees and Related Obligations, (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto, (III) Scheduling a Final Hearing, and (IV) Granting Related Relief* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having considered the First Day Declaration; and this Court having previously entered the *Interim Order (I) Authorizing the Debtors to Pay Certain Prepetition Taxes and Fees and Related Obligations, (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto, (III) Scheduling a Final Hearing, and (IV) Granting Related Relief* [Docket No. 67]; and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis as set forth herein.
2. The Debtors are authorized, but not directed, to pay prepetition Taxes and Fees to the Authorities in the ordinary course of their business up to an aggregate amount of \$1,100,000.00 absent further order of this Court.
3. The Banks are authorized, but not directed, when requested by the Debtors, to honor and process all checks and electronic payment requests drawn on the Debtors' bank accounts to pay prepetition obligations authorized to be paid hereunder, whether such checks or electronic payment requests were submitted prior to, or after, the Petition Date, provided, that sufficient funds are available in the applicable bank accounts to make such payments. The Banks are authorized, but not directed, to rely on the representations of the Debtors with respect

to whether any checks or electronic payment requests drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Final Order, and any such Bank shall not have any liability to any party for relying on such representations by the Debtors, as provided for in this Final Order.

4. The Debtors are authorized, but not directed, to issue new postpetition checks or effect new postpetition fund transfers to pay the Taxes and Fees to replace any prepetition check or fund transfer requests that may be dishonored or rejected.

5. Nothing in this Final Order shall authorize the payment of any past-due taxes, or authorizes the Debtors to accelerate any payments not otherwise due.

6. Nothing in the Motion or this Final Order, or the Debtors' payment of any claims pursuant to this Final Order, shall be deemed or construed as: (a) an admission as to the validity of, or a promise to pay with respect to, any claim or lien against the Debtors or their estates, (b) a waiver of the Debtors' right to dispute any claim or lien, (c) an admission of the priority status of any claim, whether under section 503(b)(9) of the Bankruptcy Code or otherwise.

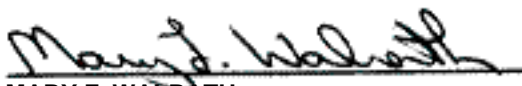
7. Nothing herein shall be deemed to constitute the postpetition assumption of any executory contract under section 365 of the Bankruptcy Code or authority to lift or modify the automatic stay set forth in section 362 of the Bankruptcy Code.

8. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry.

9. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Final Order in accordance with the Motion.

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

Dated: July 8th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

31744844.3

SCHEDULE B
FINAL UTILITIES ORDER

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

In re:

COACH USA, INC., et al.,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket Nos. 5 & 66

**FINAL ORDER (I) PROHIBITING UTILITY COMPANIES FROM ALTERING,
REFUSING, OR DISCONTINUING UTILITY SERVICES, (II) DEEMING
UTILITY COMPANIES ADEQUATELY ASSURED OF FUTURE PAYMENT,
(III) ESTABLISHING PROCEDURES FOR DETERMINING ADDITIONAL
ADEQUATE ASSURANCE OF PAYMENT, (IV) SCHEDULING A FINAL
HEARING, AND (V) GRANTING RELATED RELIEF**

Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Prohibiting Utility Companies from Altering, Refusing, or Discontinuing Utility Services, (II) Deeming Utility Companies Adequately Assured of Future Payment, (III) Establishing Procedures for Determining Additional Adequate Assurance of Payment, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having considered the First Day Declaration; and this Court having previously entered the *Interim Order (I) Prohibiting Utility Companies from Altering, Refusing, or Discontinuing Utility Services, (II) Deeming Utility Companies Adequately Assured of Future Payment, (III) Establishing Procedures For Determining Additional Adequate Assurance of Payment, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 66]; and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis as set forth herein.
2. Subject to the Assurance Procedures set forth below, no Utility Company may (a) alter, refuse, terminate, or discontinue Utility Services to, or discriminate against, the Debtors on the basis of the commencement of these Chapter 11 Cases or on account of outstanding prepetition invoices, or (b) require additional assurance of payment, other than the Utility Deposit, as a condition to the Debtors receiving such Utility Services.
3. To the extent not already done, the Debtors shall promptly deposit, as adequate assurance for the Utility Companies, \$223,988.00 in the aggregate (the “Utility Deposit”) into a

segregated account maintained at a bank that has entered into a Uniform Depository Agreement in a form prescribed by the Office of the United States Trustee for the District of Delaware (the “Utility Deposit Account”) within twenty (20) days of the Petition Date to be maintained during the pendency of these Chapter 11 Cases as provided for herein, which Utility Deposit shall not be subject to any liens granted to the Debtors’ postpetition lender(s) under any order entered by this Court authorizing debtor in possession financing under section 364 of the Bankruptcy Code.

4. Subject to the Assurance Procedures set forth below, the Utility Deposit constitutes adequate assurance of future payment to the Utility Companies under section 366 of the Bankruptcy Code (the “Adequate Assurance”).

5. The following Assurance Procedures are approved in all respects:

- a. Any Utility Company desiring assurance of future payment for utility service beyond the Adequate Assurance must serve a request (an “Additional Assurance Request”) so that it is received by the following: (i) Coach USA, Inc., 160 S Route 17 North, Paramus, NJ 07652 (Attn: Chrystal Haag-Morris (chrystal.morris@cr3partners.com)); (ii) proposed co-counsel to the Debtors, Alston & Bird LLP, 90 Park Avenue, New York, New York 10016 (Attn: William Hao and Andrew T. Frisoli) (william.hao@alston.com, andrew.frisoli@alston.com), Young Conaway Stargatt & Taylor, LLP, 1000 N. King Street, Wilmington, Delaware 19801 (Attn: Joseph M. Mulvihill and Rebecca L. Lamb) (jmulvihill@ycst.com, rlamb@ycst.com); and proposed co-counsel to the Official Committee of Unsecured Creditors, Brown Rudnick LLP, 7 Times Square, New York, New York 10036 (Attn: Robert J. Stark, Bennett S. Silverberg, Sharon Dwoskin (rstark@brownrudnick.com, bsilverberg@brownrudnick.com, sdwoskin@brownrudnick.com) and Faegre Drinker Biddle & Reath, LLP, 222 Delaware Ave. Suite 1410, Wilmington, Delaware 19801 (Attn: Patrick A. Jackson (Patrick.jackson@faegredrinker.com)).
- b. Any Additional Assurance Request must: (i) be made in writing; (ii) specify the amount and nature of assurance of payment that would be satisfactory to the Utility Company; (iii) set forth the location(s) for which Utility Services are provided and the relevant account number(s); (iv) describe any deposits, prepayments, or other security currently held by the requesting Utility Company; and (v) explain why the requesting Utility

Company believes the Adequate Assurance is not sufficient adequate assurance of future payment.

- c. Upon the Debtors' receipt of an Additional Assurance Request at the addresses set forth above, the Debtors shall promptly negotiate with the requesting Utility Company to resolve its Additional Assurance Request.
- d. The Debtors may resolve any Additional Assurance Request by mutual agreement with the requesting Utility Company and without further order of this Court, and may, in connection with any such resolution, in their discretion, provide the requesting Utility Company with additional assurance of future payment in a form satisfactory to the Utility Company, including, but not limited to, cash deposits, prepayments, and/or other forms of security, if the Debtors believe such additional assurance is reasonable. Without the need for any notice to, or action, order, or approval of, this Court, the Debtors may reduce the amount of the Utility Deposit by any amount allocated to a particular Utility Company to the extent consistent with any alternative adequate assurance arrangements mutually agreed to by the Debtors and the affected Utility Company.
- e. If the Debtors determine that an Additional Assurance Request is not reasonable or are unable to reach an alternative resolution with the applicable Utility Company, the Debtors will request a hearing, upon reasonable notice, before this Court to determine the adequacy of assurances of payment made to the requesting Utility Company (the "Determination Hearing"), pursuant to section 366(c)(3)(A) of the Bankruptcy Code.
- f. Pending the resolution of the Additional Assurance Request at a Determination Hearing, the Utility Company making such request shall be restrained from discontinuing, altering, or refusing service to the Debtors on account of unpaid charges for prepetition services, the commencement of these Chapter 11 Cases, or any objections to the Adequate Assurance, or requiring the Debtors to furnish any additional deposit or other security for the continued provision of services.
- g. The Adequate Assurance shall be deemed adequate assurance of payment for any Utility Company that fails to make an Additional Assurance Request.
- h. The portion of the Utility Deposit attributable to each Utility Company may be returned to the Debtors, without further order of this Court, on the earlier of (i) the reconciliation and payment by the Debtors of the Utility Company's final invoice following the Debtors' termination of Utility Services from such Utility Company, provided that such Utility Company does not dispute that it has been paid in full for postpetition services or does not respond to a notice of the Debtors' intent to reduce the Utility

Deposit without fourteen (14) days following the filing and service of such notice upon the affected Utility Company and (ii) the effective date of any chapter 11 plan confirmed in these Chapter 11 Cases.

6. The Debtors are authorized to increase the Utility Deposit by an amount equal to approximately two (2) weeks of the Debtors' estimated aggregate utility expense for each Additional Utility Company identified subsequent to the Petition Date. The Additional Utility Companies (such as they are defined in the Motion) are subject to the terms of this Final Order (including the Assurance Procedures).

7. Nothing in the Motion or this Final Order, or the Debtors' payment of any claims pursuant to this Final Order, shall be deemed or construed as: (a) an admission as to the validity of, or a promise to pay with respect to, any claim or lien against the Debtors or their estates; (b) a waiver of the Debtors' right to dispute any claim or lien; or (c) an admission of the priority status of any claim, whether under section 503(b)(9) of the Bankruptcy Code or otherwise.

8. The Debtors are authorized to reduce the Utility Deposit to the extent that it includes an amount on account of a Utility Company that the Debtors subsequently determine should be removed from the Utility Deposit Account upon either: (a) obtaining the affected Utility Company's consent to reduce the Utility Deposit or (b) providing such affected Utility Company with fourteen (14) days' notice of their intent to reduce the Utility Deposit and receiving no response thereto.

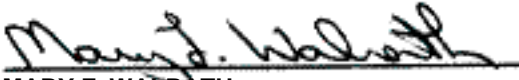
9. Nothing herein shall be deemed to constitute the postpetition assumption of any executory contract under section 365 of the Bankruptcy Code or authority to lift or modify the automatic stay set forth in section 362 of the Bankruptcy Code.

10. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry.

11. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Final Order in accordance with the Motion.

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

Dated: July 8th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

31744839.3

SCHEDULE C
FINAL INSURANCE AND SURETY BOND ORDER

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

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket Nos. 7 & 68

**FINAL ORDER (I) AUTHORIZING (A) PAYMENT OF PREPETITION
OBLIGATIONS INCURRED IN THE ORDINARY COURSE OF BUSINESS IN
CONNECTION WITH INSURANCE AND SURETY PROGRAMS, INCLUDING
PAYMENT OF POLICY PREMIUMS, BROKER FEES, AND CLAIMS
ADMINISTRATOR FEES, AND (B) CONTINUATION OF INSURANCE
PREMIUM FINANCING PROGRAM; (II) AUTHORIZING BANKS
TO HONOR AND PROCESS CHECK AND ELECTRONIC TRANSFER
REQUESTS RELATED THERETO; (III) SCHEDULING A FINAL
HEARING; AND (IV) GRANTING RELATED RELIEF**

Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing (A) Payment of Prepetition Obligations Incurred in the Ordinary Course of Business in Connection with Insurance and Surety Programs, Including Payment of Policy Premiums, Broker Fees, and Claims Administrator Fees, and (B) Continuation of Insurance Premium Financing Program; (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

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

Amended Standing Order of Reference from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having considered the First Day Declaration; and this Court having previously entered the *Interim Order, (I) Authorizing (A) Payment of Prepetition Obligations Incurred in the Ordinary Course of Business in Connection with Insurance and Surety Programs, Including Payment of Policy Premiums, Broker Fees, and Claims Administrator Fees, and (B) Continuation of Insurance Premium Financing Program; (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* [Docket No. 68]; and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis as set forth herein.
2. The Debtors are authorized to maintain the Insurance Programs and the Surety Program without interruption, and to renew, supplement, modify, or extend (including through

obtaining “tail” coverage) the Insurance Programs, the Surety Program, or enter into new insurance policies or new surety bonds, and to incur and pay policy premiums, broker fees, and claims administrator fees arising thereunder or in connection therewith, in accordance with the same practices and procedures as were in effect prior to the Petition Date or as may be determined by the Debtors in their business judgment.

3. The Debtors are authorized, but not directed, to pay, honor, or otherwise satisfy premiums, claims, deductibles, retrospective adjustments, administrative fees, broker fees (including, without limitation, the Broker Fees), claims administrator fees (including, without limitation, the Claims Administrator Fees), and any other obligations that were due and payable or related to the period prior to the Petition Date on account of each of the Insurance Programs (including the Financed Insurance Program) and the Surety Program up to an aggregate amount of \$976,667.

4. The Debtors are authorized, but not directed, to perform under the Surety Indemnity Agreements, including maintaining, renewing, and/or providing credit support, letters of credit, or other collateral in connection therewith and consistent with past practice, and to enter into new or related agreements in the ordinary course of business; *provided, however*, that the Debtors shall provide the Official Committee of Unsecured Creditors (the “Committee”) and Wells Fargo Bank, National Association seven (7) days’ advance notice prior to renewal, surrender, cancellation, or expiration of any insurance policy. Notwithstanding anything to the contrary Surety Indemnity Agreements, the Debtors’ filing of these Chapter 11 Cases shall not constitute a default thereunder.

5. The Debtors are authorized, but not directed, to (a) continue, in the ordinary course of business, the Financed Insurance Program, and renew the PFA and/or enter into new premium

financing agreements, as necessary, under substantially similar terms; *provided, however*, that the Debtors shall provide the Committee and Wells Fargo Bank, National Association seven (7) days' advance notice prior to entering into any new premium financing agreements, and (b) make payments under the Financed Insurance Program and the PFA and any renewed PFA or new premium financing programs as the same become due in the ordinary course of business.

6. Nothing in the Motion or this Final Order, or the Debtors' payment of any claims pursuant to this Final Order, shall be deemed or construed as: (a) an admission as to the validity of, or a promise to pay with respect to, any claim or lien against the Debtors or their estates, (b) a waiver of the Debtors' right to dispute any claim or lien, or (c) an admission of the priority status of any claim.

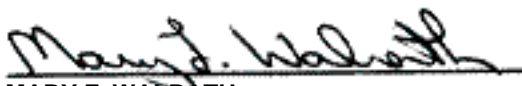
7. Nothing herein shall be deemed to constitute the postpetition assumption of any executory contract under section 365 of the Bankruptcy Code or authority to lift or modify the automatic stay set forth in section 362 of the Bankruptcy Code.

8. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry.

9. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Final Order in accordance with the Motion.

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

Dated: July 8th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

SCHEDULE D
FINAL CASH MANAGEMENT ORDER

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

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket Nos. 9, 24 & 70

**FINAL ORDER (I) AUTHORIZING MAINTENANCE OF THE CASH
MANAGEMENT SYSTEM; (II) AUTHORIZING MAINTENANCE OF THE EXISTING
BANK ACCOUNTS; (III) AUTHORIZING CONTINUED USE OF EXISTING
BUSINESS FORMS; (IV) AUTHORIZING CONTINUED PERFORMANCE OF
INTERCOMPANY TRANSACTIONS IN THE ORDINARY COURSE OF BUSINESS
AND GRANT OF ADMINISTRATIVE EXPENSE STATUS FOR POSTPETITION
INTERCOMPANY CLAIMS; AND (V) GRANTING RELATED RELIEF**

Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Maintenance of the Cash Management System; (II) Authorizing Maintenance of the Existing Bank Accounts; (III) Authorizing Continued Use of Existing Business Forms; (IV) Authorizing Continued Performance of Intercompany Transactions in the Ordinary Course of Business and Grant of Administrative Expense Status for Postpetition Intercompany Claims; and (V) Granting Related Relief* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

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

having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having considered the First Day Declaration; and this Court having previously entered the *Interim Order (I) Authorizing the Maintenance of the Cash Management System; (II) Authorizing Maintenance of the Existing Bank Accounts; (III) Authorizing Continued Use of Existing Business Forms; (IV) Authorizing Continued Performance of Intercompany Transactions in the Ordinary Course of Business and Grant of Administrative Expense Status for Postpetition Intercompany Claims; and (V) Granting Related Relief* [Docket No. 70] (the “Interim Order”); and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis as set forth herein.
2. The Debtors are authorized to maintain and use the Cash Management System as described in the Motion.
3. The Debtors are authorized to (a) continue to use, with the same account numbers, the Bank Accounts, (b) treat the Bank Accounts for all purposes as accounts of the Debtors as

debtors in possession, and (c) use, in their present form, all Business Forms, without reference to their status as debtors in possession, except as otherwise provided in this Final Order.

4. The Banks are hereby authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession without interruption and in the usual and ordinary course, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and automated clearing house transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be; *provided, however*, that, subject to paragraph 6 below, any check drawn or issued by the Debtors before the Petition Date but presented to Banks for payment after the Petition Date may be honored by the Banks only if specifically authorized by order of this Court.

5. Notwithstanding any other provision of this Final Order, if the Banks honor a prepetition check or other item drawn on any account that is the subject of this Final Order (a) at the direction of the Debtors, (b) in good faith belief that this Court has authorized such prepetition check or item to be honored, or (c) as the result of an innocent mistake made despite implementation of reasonable item handling procedures, it shall not be deemed to be liable to the Debtors, their estates, or any other party on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Final Order.

6. The Banks are authorized to debit the Bank Accounts in the ordinary course of business without need for further order of this Court for: (a) all checks drawn on the Debtors' accounts which were cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to the filing of these Chapter 11 Cases, (b) all checks, automated clearing house entries, and other items deposited or credited to the Bank Accounts prior to filing of these

Chapter 11 Cases that have been dishonored, reversed, or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to filing of these Chapter 11 Cases and (c) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Bank as service charges for the maintenance of the Cash Management System.

7. The Banks may rely on the representations of the Debtors with respect to whether any check, item, or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this or any other order of this Court, and the Banks shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.

8. Those certain existing deposit agreements between the Debtors and the Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Banks, and all of the provisions of such agreements, including, without limitation, the termination, fee provisions, rights, benefits, offset rights, and remedies afforded under such agreements, shall remain in full force and effect. Subject to the terms of this Final Order, either the Debtors or the Banks may, without further order of this Court, implement changes to the Debtors' Cash Management System in the ordinary course of business pursuant to the terms of those existing deposit agreements, including, without limitation, the opening and closing of bank accounts.

9. The Debtors are authorized, but not directed, to open any new bank accounts or close the existing Bank Accounts as they, in consultation with the DIP Agent, may deem necessary and appropriate; *provided*, that the Debtors give notice within fifteen (15) days after such opening or closing to the U.S. Trustee, the Official Committee of Unsecured Creditors

(the “Committee”), and any other statutory committees appointed in these Chapter 11 Cases and such opening or closing shall be timely indicated on the Debtors’ monthly operating reports; *provided, further*, that all accounts opened by any of the Debtors on or after the Petition Date at any bank shall, for purposes of this Final Order, be deemed a Bank Account as if it had originally been listed on Exhibit D to the Motion; *provided, further*, that the Debtors shall (i) only open any such new bank accounts at banks that have executed a Uniform Depository Agreement with the U.S. Trustee, or at banks that are willing to immediately execute such an agreement and (ii) designate any new bank account a “Debtor in Possession” account by the relevant bank. To the extent the Debtors open any new bank accounts with a bank other than the Banks, the provisions of this Final Order shall apply with equal force to such banks.

10. The Debtors are authorized, but not directed, to continue paying the Bank Fees in the ordinary course of business and to honor and pay obligations in connection with the Bank Fees.

11. The Debtors are authorized to use their existing Business Forms; *provided*, that once the Debtors’ existing stock of Business Forms has been used, the Debtors shall, when reordering checks or other Business Forms, require the designation “Debtor in Possession” and the corresponding bankruptcy case number on all checks.

12. The Debtors are authorized, but not directed, to continue performing Intercompany Transactions in the ordinary course of business and to honor and pay obligations in connection with the Intercompany Transactions; *provided*, however, that, except as contemplated by the Approved Budget (as defined in the DIP Facility), the Debtors shall provide reasonable prior written notice to the DIP Agent, the Committee, and counsel to any other

statutory committee appointed in these Chapter 11 Cases of any Intercompany Transaction to a non-Debtor or any non-Prepetition ABL Loan Party.

13. The Debtors shall maintain accurate and detailed records on a monthly basis of all transfers, including Intercompany Transactions, so that all transactions may be readily ascertained, traced, recorded properly, and distinguished between prepetition and postpetition transactions. The Debtors shall make such records available upon request by the DIP Agent or the Committee.

14. All Intercompany Claims owed by a Debtor to another Debtor shall be accorded administrative priority status of the kind specified in section 503(b) of the Bankruptcy Code to the extent such obligations arise after the Petition Date.

15. Notwithstanding use of a consolidated Cash Management System, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

16. Within five (5) business days from the date of the entry of this Order, the Debtors shall serve a copy of this Final Order on the Banks.

17. Nothing in the Motion or this Final Order, or the Debtors' payment of any claims pursuant to this Final Order, shall be deemed or construed as: (a) an admission as to the validity of, or a promise to pay with respect to, any claim or lien against the Debtors or their estates, (b) a waiver of the Debtors' right to dispute any claim or lien, or (c) an admission of the priority status of any claim. Without limitation of the foregoing, this Order shall not prevent the Committee or any other party in interest from filing an objection to any Intercompany Transaction on any ground.

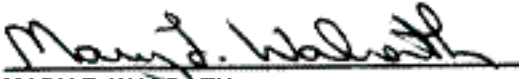
18. Nothing herein shall be deemed to constitute the postpetition assumption of any executory contract under section 365 of the Bankruptcy Code or authority to lift or modify the automatic stay set forth in section 362 of the Bankruptcy Code.

19. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry.

20. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Final Order in accordance with the Motion.

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

Dated: July 8th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

31744899.3

SCHEDULE E
FINAL CRITICAL VENDORS ORDER

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

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket Nos. 12 & 75

**FINAL ORDER (I) AUTHORIZING DEBTORS TO PAY PREPETITION
CLAIMS OF CERTAIN CRITICAL VENDORS, 503(b)(9) CLAIMANTS AND
LIEN CLAIMANTS; (II) AUTHORIZING BANKS TO HONOR AND PROCESS
CHECK AND ELECTRONIC TRANSFER REQUESTS RELATED THERETO;
AND (III) GRANTING RELATED RELIEF**

Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Debtors to Pay Prepetition Claims of Certain Critical Vendors, 503(b)(9) Claimants and Lien Claimants; (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a final order consistent with Article III of the United States

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

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

Constitution; and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having considered the First Day Declaration; and this Court having previously entered the *Interim Order (I) Authorizing Debtors to Pay Prepetition Claims of Certain Critical Vendors, 503(b)(9) Claimants and Lien Claimants; (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* [Docket No. 75]; and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis as set forth herein.
2. The Debtors are authorized, but not directed to pay all or part of, on a case-by-case basis, the Critical Vendor Claims, including the 503(b)(9) Claims, in an amount not to exceed \$6.6 million, absent further order of the Court.
3. The Debtors are authorized, but not directed, to pay all or part, on a case-by-case basis, the Lien Claims in an aggregate amount not to exceed \$1.3 million, absent further order of the Court.
4. Every Friday, the Debtors shall deliver to advisors for the Official Committee of Unsecured Creditors (the “Committee”) and advisors for Wells Fargo Bank, National Association Trade Agreements executed during the previous week and a report of all payments

made under this Final Order. Such report shall contain (i) the name of the recipient; (ii) the amount of the pre-Petition Date payment; (iii) the estimated payment date; (iv) the estimated total of open pre-Petition Date invoices in the Debtors' systems (including for each recipient); and (v) upon reasonable request, an update of the vendors performing under Customary Trade Terms.

5. The Debtors are authorized, but not directed, to condition payment to any Critical Vendor or Lien Claimant upon an agreement by the party in question to provide Customary Trade Terms, including reasonable and customary price, service, quality and payment terms to the Debtors on a postpetition basis. The Debtors may require more favorable trade terms with any Critical Vendor or Lien Claimants as a condition to payment of any prepetition claim. In the event that the Debtors and the Critical Vendor or Lien Claimant in question are not, despite diligent efforts, able to come to a resolution pursuant to the Customary Trade Terms, the Debtors are authorized, but not directed, to make full or partial payment to a Critical Vendor or Lien Claimant only to the extent that the Debtors deem such payment is necessary to ensure that the particular vendor will provide necessary goods and services to the Debtors on a postpetition basis, *provided* that the Debtors shall consult with the Committee if the full or partial payment to a Critical Vendor or Lien Claimant exceeds \$200,000.

6. The Debtors are hereby authorized, but not directed, to require a Critical Vendor or Lien Claimant to enter into a Trade Agreement, substantially in the form attached as Exhibit 1 to this Final Order, before issuing payment to such Critical Vendor or Lien Claimant. The Debtors shall consult with the Committee before entering into a Trade Agreement (i) with materially different terms than those provided in Exhibit 1 and (ii) that provides for payment of more than \$200,000 to a Critical Vendor or Lien Claimant.

7. For those Critical Vendors and Lien Claimants who have agreed to provide goods and services to the Debtors on terms different from their Customary Trade Terms, the Debtors reserve the right to seek written acknowledgment of such terms on a case-by-case basis, which acknowledgment the Debtors shall provide to the Committee. Nothing in this Final Order should be construed as a waiver by any of the Debtors of their rights to contest any invoice of a Critical Vendor or Lien Claimant under applicable non-bankruptcy law.

8. If a Critical Vendor or Lien Claimant refuses to supply goods or services to the Debtors on Customary Trade Terms following payment of any portion of its Critical Vendor Claim or Lien Claim, or fails to comply with any trade agreement it entered into with the Debtors, the Debtors may, in consultation with the DIP Agent and the Committee, and without further order of the Court, (i) declare that any trade agreement, including a Trade Agreement, between the Debtors and such Critical Vendor or Lien Claimant is terminated (if applicable), (ii) declare that any payments made to such Critical Vendor or Lien Claimant on account of its Critical Vendor Claim or Lien Claim, whether pursuant to a trade agreement or otherwise, are deemed to have been in payment of then outstanding postpetition claims of such Critical Vendor or Lien Claimant, or (iii) treat such payments as avoidable unauthorized postpetition transfers of property.

9. In the event the Debtors exercise the rights set forth in the preceding paragraph, the Debtors may also request that the Critical Vendor or Lien Claimant against which the Debtors exercised such rights be required to immediately return to the Debtors any payments made on account of its Critical Vendor Claim or Lien Claim to the extent that such payments exceed the postpetition amounts then owed to such Critical Vendor, without giving effect to any rights of setoff or reclamation.

10. Any payments with respect to prepetition claims hereunder shall first be used to satisfy any allowed claim of the applicable Critical Vendor or Lien Claimant that is entitled to priority under section 503(b)(9) of the Bankruptcy Code, in whole or in part, and thereafter to satisfy the applicable Critical Vendor or Lien Claimant's general unsecured claim(s).

11. The Debtors shall not make any payments under this Final Order (i) on account of any pre-Petition Date claims to any non-Debtor affiliate or an affiliate of an insider (as such term is defined in the Bankruptcy Code) or (ii) on account of any pre-Petition Date claims for which any non-Debtor affiliate or affiliate of an insider is a co-obligor, in each instance, without providing seven (7) days' notice to the Committee and Wells Fargo Bank, National Association.

12. Any Critical Vendor or Lien Claimant that accepts payments pursuant to the authority granted in this Final Order shall be deemed to agree to the terms and provisions of this Final Order. The Debtors shall provide a copy of this Final Order to any Critical Vendor or Lien Claimant to whom a payment is made pursuant to this Final Order.

13. Nothing herein shall prejudice the Debtors' rights to request additional authority to pay claims of Critical Vendors or Lien Claimants pursuant to this Final Order.

14. Each of the Banks is authorized to receive, process, honor, and pay all checks and transfers issued or requested by the Debtors, to the extent that sufficient funds are on deposit in the applicable accounts, in accordance with this Final Order and any other order of this Court.

15. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests in connection with any of the Critical Vendor Claims and Lien Claims described herein that are dishonored or rejected.

16. Nothing in the Motion or this Final Order, or the Debtors' payment of any claims pursuant to this Final Order, shall be deemed or construed as: (a) an admission as to the validity of, or a promise to pay with respect to, any claim or lien against the Debtors or their estates, (b) a waiver of the Debtors' right to dispute any claim or lien, (c) an admission of the priority status of any claim, or (d) a waiver of the Debtors' right to contest any invoice of a Critical Vendor or Lien Claimant under applicable non-bankruptcy law.

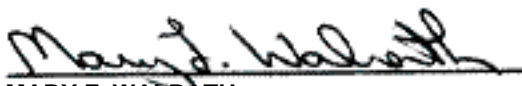
17. Nothing herein shall be deemed to constitute the postpetition assumption of any executory contract under section 365 of the Bankruptcy Code or authority to lift or modify the automatic stay set forth in section 362 of the Bankruptcy Code.

18. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry.

19. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Final Order in accordance with the Motion.

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

Dated: July 9th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

31744925.4

EXHIBIT 1

Trade Agreement

TRADE AGREEMENT

Coach USA, Inc. (the “Company”), on the one hand, and the vendor identified in the signature block below (the “Vendor”), on the other hand, hereby enter into the following trade agreement (this “Trade Agreement”) dated as of the latest date in the signature blocks below.

Recitals

WHEREAS on June 11, 2024 (the “Petition Date”), the Company and certain of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of Delaware (the “Court”).

WHEREAS on [●], 2024, the Court entered its *[Interim/Final] Order (I) Authorizing Debtors to Pay Prepetition Claims of Certain Critical Vendors, 503(b)(9) Claimants and Lien Claimants; (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* [Docket No. ____] (the “Critical Vendor Order”)¹ authorizing the Debtors [on an interim/a final] basis, under certain conditions, to pay prepetition claims of certain vendors, including the Vendor, subject to the terms and conditions set forth therein.

WHEREAS prior to the Petition Date, the Vendor delivered goods to the Company and/or performed services for the Company, and the Company paid the Vendor for such goods and/or services, according to Customary Trade Terms (as defined herein).

WHEREAS the Company and the Vendor (each a “Party” and, collectively, the “Parties”) agree to the following terms as a condition of payment on account of certain prepetition claims the Vendor may hold against the Company.

Agreement

1. Recitals. The foregoing recitals are incorporated herein by reference as if set forth herein at length.

2. Vendor Payment. The Vendor represents and agrees that, after due investigation, the sum of all prepetition amounts currently due and owing by the Company to the Vendor is \$[_____] (the “Agreed Vendor Claim”). Following execution of this Trade Agreement, the Company shall, in full and final satisfaction of the Agreed Vendor Claim, pay the Vendor \$[_____] on account of its Agreed Vendor Claim (the “Vendor Payment”) (without interest, penalties, or other charges), as such invoices become due and payable, which such Vendor Payments shall reduce the agreed amount of the Agreed Vendor Claim dollar-for-dollar.

¹ Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Critical Vendor Order.

3. Agreement to Supply.

- a. The Vendor shall supply goods to and/or perform services for the Company, and the Company shall accept and pay for goods and/or services from the Vendor (to the extent the Company seeks such services), for the duration of the Debtors' Chapter 11 Cases based on the following terms (the "Customary Trade Terms"): those trade terms at least as favorable to the Company as those practices and programs (including, but not limited to, credit limits, pricing, cash discounts, the number of days for timing of payments and payment terms, allowances (as may be incorporated or contemplated by any agreements between the Parties or based on historic practice, as applicable), rebates, product mix, availability, and other applicable terms or programs) in place at any time within the twelve months prior to the Petition Date, or are otherwise acceptable to the Company in light of customary industry practices, except for any partial payments or other payments (or assurances) the Company made with respect to any unfinished product. "Duration of the Debtors' Chapter 11 Cases" means until the earlier of: (i) the effective date of a chapter 11 plan in the Company's Chapter 11 Cases; (ii) the closing of a sale of all or a material portion of the Company's assets pursuant to Bankruptcy Code section 363 resulting in a cessation of the Company's business operations; or (iii) the liquidation of the Company or conversion of the Debtors' Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code.
 - b. The Customary Trade Terms may not be modified, adjusted, or reduced in a manner adverse to the Company except as agreed to in writing by the Parties.
 - c. The Vendor shall continue to honor any existing allowances, rebates, credits, contractual obligations, or balances that were accrued as of the Petition Date and shall apply all such allowances, credits, or balances towards future orders in the ordinary course of business.
 - d. The Vendor shall continue all shipments of goods in the ordinary course and shall fill orders for goods requested by the Company, in the quantities as the Company has requested, to the best of their ability in the ordinary course of business pursuant to the Customary Trade Terms.
 - e. The Vendor shall not be permitted to cancel any contract, agreement, or arrangement pursuant to which they provide services to the Debtors for the duration of the Debtors' chapter 11 cases.
4. Payment Terms. The Vendor agrees to supply post-petition goods and services to the Company in accordance with the Customary Trade Terms, which include the following payment terms:

5. Other Matters.

- a. The Vendor agrees that it shall not require a lump-sum payment upon the effective date of a plan in the Debtors' Chapter 11 Cases on account of any outstanding administrative claims the Vendor may assert arising from the delivery of postpetition goods or services, to the extent that payment of such claims is not yet due. The Vendor agrees that such claims will be paid in the ordinary course of business after confirmation of a plan pursuant to the Customary Trade Terms then in effect. The Vendor Payment will be made concurrently with payment of other outstanding administrative claims as provided in a confirmed plan.
- b. The Vendor will not separately seek payment from the Company on account of any prepetition claim (including, without limitation, any reclamation claim or any claim pursuant to section 503(b)(9) of the Bankruptcy Code) outside the terms of this Trade Agreement or a plan confirmed in the Debtors' Chapter 11 Cases.
- c. The Vendor will not file or otherwise assert against the Company, its assets, or any other person or entity or any of their respective assets or property (real or personal) any lien, regardless of the statute or other legal authority upon which the lien is asserted, related in any way to any remaining prepetition amounts allegedly owed to the Vendor by the Company arising from prepetition agreements or transactions. Furthermore, if the Vendor has taken steps to file or assert such a lien prior to entering into this Trade Agreement, the Vendor will promptly take all necessary actions to remove such liens and hereby authorizes the Company to take any such actions on its behalf.

6. Breach.

- a. In the event that the Vendor fails to satisfy its undisputed obligations arising under this Trade Agreement (a "Vendor Breach"), upon written notice to the Vendor, the Vendor shall promptly pay to the Company immediately available funds in an amount equal to, at the election of the Company, the Vendor Payment or any portion of the Vendor Payment which cannot be recovered by the Company from the postpetition receivables then owing to the Vendor from the Company.
- b. In the event that the Company recovers the Vendor Payment, the Agreed Vendor Claim shall be reinstated as if the Vendor Payment had not been made.
- c. The Vendor agrees and acknowledges that irreparable damage would occur in the event of a Vendor Breach and remedies at law would not be adequate to compensate the Company. Accordingly, the Vendor agrees that the Company shall have the right, in addition to any other rights and remedies existing in its favor, to an injunction or injunctions to prevent breaches of the provisions of this Trade Agreement and to enforce its rights and obligations hereunder not only by an action or actions for damages but also by an action or actions for specific performance, injunctive relief and/or other equitable relief. The right to equitable

relief, including specific performance or injunctive relief, shall exist notwithstanding, and shall not be limited by, any other provision of this Trade Agreement. The Vendor hereby waives any defense that a remedy at law is adequate and any requirement to post bond or other security in connection with actions instituted for injunctive relief, specific performance, or other equitable remedies.

7. Notice.

If to the Vendor, then to the person and address identified in the signature block hereto.

If to the Company:

Spencer Ware
Chief Restructuring Officer
CR3 Partners
135 W 50th Street, Suite 200
New York, New York 10020
Email: spencer.ware@cr3partners.com

If to Proposed Counsel to the Debtors:

YOUNG CONAWAY STARGATT & TAYLOR LLP
Rodney Square
1000 N. King Street
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-and-

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8. Representations and Acknowledgments. The Parties agree, acknowledge and represent that:
- a. the Parties have reviewed the terms and provisions of the Critical Vendor Order and this Trade Agreement and consent to be bound by such terms and that this Trade Agreement is expressly subject to the procedures approved pursuant to the Critical Vendor Order;
 - b. any payments made on account of the Agreed Vendor Claim shall be subject to the terms and conditions of the Critical Vendor Order;
 - c. if the Vendor refuses to supply goods or services to the Company as provided herein or otherwise fails to perform any of its obligations hereunder, the Company may exercise all rights and remedies available under the Critical Vendor Order, the Bankruptcy Code, or applicable law; and
 - d. in the event of disagreement between the Parties regarding whether a breach has occurred, either Party may apply to the Court for a determination of their relative rights, in which event, no action may be taken by either Party, including, but not limited to, the discontinuing of shipment of goods from the Vendor to the Company, until a ruling of the Court is obtained.
9. Confidentiality. In addition to any other obligations of confidentiality between the Vendor and Company, the Vendor agrees to hold in confidence and not disclose to any party: (a) this Trade Agreement; (b) any and all payments made by the Company pursuant to this Trade Agreement; (c) the terms of payment set forth herein; and (d) the Customary Trade Terms (collectively, the “Confidential Information”); provided that if any party seeks to compel the Vendor’s disclosure of any or all of the Confidential Information, through judicial action or otherwise, or the Vendor intends to disclose any or all of the Confidential Information, the Vendor shall immediately provide the Company with prompt written notice so that the Company may seek an injunction, protective order or any other available remedy to prevent such disclosure; provided, further, that if such remedy is not obtained, the Vendor shall furnish only such information as the Vendor is legally required to provide.
10. Miscellaneous.
- a. The Parties hereby represent and warrant that: (i) they have full authority to execute this Trade Agreement on behalf of the respective Parties; (ii) the respective Parties have full knowledge of, and have consented to, this Trade Agreement; and (iii) they are fully authorized to bind that Party to all of the terms and conditions of this Trade Agreement.
 - b. This Trade Agreement sets forth the entire understanding of the Parties regarding the subject matter hereof and supersedes all prior oral or written agreements between them. This Trade Agreement may not be changed, modified, amended or supplemented, except in a writing signed by both Parties. Moreover, Vendor agrees to vote all claims now or hereafter beneficially owned by Vendor in favor

of, and not take any direct or indirect action to oppose or impede confirmation of, any chapter 11 plan on a timely basis in accordance with the applicable procedures set forth in any related disclosure statement and accompanying solicitation materials, and timely return a duly-executed ballot to the Debtors in connection therewith, if such chapter 11 plan provides for a treatment of any Agreed Vendor Claim that is materially consistent with this Agreement.

- c. Signatures by facsimile or electronic signatures shall count as original signatures for all purposes.
- d. This Trade Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- e. The Parties hereby submit to the exclusive jurisdiction of the Court to resolve any dispute with respect to or arising from this Trade Agreement.
- f. This Trade Agreement shall be deemed to have been drafted jointly by the Parties, and any uncertainty or omission shall not be construed as an attribution of drafting by any Party.

[Signature Page Follows]

AGREED AND ACCEPTED AS OF THE LATEST DAY SET FORTH BELOW:

[DEBTOR ENTITY]

[VENDOR]

By: [●]
Title: [●]

By: [●]
Title: [●]
Address: [●]

Date:

SCHEDULE F
FINAL CUSTOMER PROGRAMS ORDER

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

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket Nos. 13 & 72

**FINAL ORDER (I) AUTHORIZING DEBTORS TO HONOR AND CONTINUE
CERTAIN CUSTOMER PROGRAMS AND CUSTOMER OBLIGATIONS IN
THE ORDINARY COURSE OF BUSINESS; (II) AUTHORIZING BANKS
TO HONOR AND PROCESS CHECK AND ELECTRONIC TRANSFER
REQUESTS RELATED THERETO; (III) SCHEDULING A FINAL
HEARING; AND (IV) GRANTING RELATED RELIEF**

Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Debtors to Honor and Continue Certain Customer Programs and Customer Obligations in the Ordinary Course of Business; (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

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

determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having considered the First Day Declaration; and this Court having previously entered the *Interim Order (I) Authorizing Debtors to Honor and Continue Certain Customer Programs and Customer Obligations in the Ordinary Course of Business; (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* [Docket No. 72]; and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis as set forth herein.
2. The Debtors are authorized, but not directed, to (a) maintain and administer, in the ordinary course of business and in a manner consistent with past practices, the Customer Programs and to honor the Customer Obligations thereunder in the ordinary course of business as set forth in the Motion, and (b) modify and/or discontinue the Customer Programs, in their business judgment and in the ordinary course of business without further order of this Court; *provided* that the Debtors shall not make any payments under this Final Order (i) on account of any pre-Petition Date claims to any non-Debtor affiliate or an affiliate of an insider (as such term is defined by the Bankruptcy Code) or (ii) on account of any pre-Petition Date claims for which

any non-Debtor affiliate or an affiliate of an insider is a co-obligor, in each instance of (i) and (ii), without providing seven (7) days' advance notice to the Official Committee of Unsecured Creditors (the "Committee") and Wells Fargo Bank, National Association.

3. Each of the Banks is authorized to honor checks presented for payment and all fund transfer requests made by the Debtors, to the extent that sufficient funds are on deposit in the applicable accounts, in accordance with this Final Order and any other order of this Court. The Banks may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Final Order, and any such Bank shall not have any liability to any party for relying on such representations by the Debtors, as provided for in this Final Order.

4. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests in connection with the Customer Programs and the Customer Obligations that are dishonored or rejected.

5. The Debtors are authorized, but not directed, to pay all Unpaid Processing Fees.

6. The Payment Processors used by the Debtors are authorized to offset chargebacks, returns, and fees on account of customer purchases in the ordinary course of business and in a manner consistent with past practice that may have arisen before the Petition Date.

7. The Debtors are authorized to continue to honor, perform under, and otherwise satisfy all their obligations owed under the Merchant Services Agreement subject to the terms and conditions thereof, including to pay or reimburse WFMS for all obligations owed under the Merchant Services Agreement, regardless of whether such obligations were incurred prepetition or postpetition. All prepetition charges and fees are authorized and required to be paid. WFMS is authorized to receive or obtain payment from the Debtors for all of the WFMS Obligations,

including, without limitation, by way of recoupment or setoff against sales revenue processed by WFMS on behalf of the Debtors under the Merchant Services Agreement, the WFMS cash collateral (“WFMS Cash Collateral”), or any amounts otherwise payable to the Debtors under the Merchant Services Agreement, without further order of this Court, regardless of whether such obligations arose pre-petition or post-petition. For the avoidance of doubt, nothing in this Final Order permits the satisfaction of any obligations to Wells Fargo pursuant to the Prepetition ABL or the Debtors’ contemplated DIP loan out of WFMS Cash Collateral or by means of the recoupment or setoff described in this paragraph. WFMS’s rights under the Merchant Services Agreement, including the right to modify or amend the Merchant Services Agreement shall not be waived, modified, or impaired by entry of this Final Order. The Debtors shall promptly inform the Committee and Wells Fargo Bank, National Association of any modification or amendment of the Merchant Services Agreement, or any request by WFMS for the same.

8. Any existing agreements between or among the Debtors and any bank in respect of any credit card processing programs used in the ordinary course of business, including but not limited to, the Merchant Services Agreement, shall continue to govern the postpetition relationship between the Debtors and such bank, and all of the provisions of such agreements, including, without limitation, the termination and fee provisions, rights, benefits, offset rights and remedies afforded under such agreements, shall remain in full force and effect unless otherwise ordered by this Court, and the Debtors and such bank may, without further order of this Court, agree to and implement changes related to the credit card processing programs in the ordinary course of business, pursuant to the terms of those existing agreements.

9. No later than the last business day of each month, the Debtors shall deliver to the Committee’s advisors and Wells Fargo Bank, National Association’s advisors a report of all

payments made under this Final Order for the immediately preceding month. Such report shall contain (i) the name of the recipient, (ii) the amount of the payment, (iii) the estimated preliminary payment date, and (iv) the category of Customer Programs or Customer Obligations to which the payment is applicable.

10. Nothing in the Motion or this Final Order, or the Debtors' payment of any claims pursuant to this Final Order, shall be deemed or construed as: (a) an admission as to the validity of, or a promise to pay with respect to, any claim or lien against the Debtors or their estates, (b) a waiver of the Debtors' right to dispute any claim or lien, or (c) an admission of the priority status of any claim.

11. Nothing in this Final Order authorizes the Debtors to accelerate any payments not otherwise due without either (i) the consent of the Committee and Wells Fargo Bank, National Association, or (ii) further order of the Court.

12. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry.

13. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Final Order in accordance with the Motion.

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

Dated: July 9th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

31744940.4

SCHEDULE G
FINAL EMPLOYEE WAGES ORDER

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

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket Nos. 11 & 71

**FINAL ORDER (I) AUTHORIZING PAYMENT OF CERTAIN PREPETITION
WAGES, SALARIES, AND OTHER COMPENSATION; (II) AUTHORIZING
CERTAIN EMPLOYEE BENEFITS AND OTHER ASSOCIATED OBLIGATIONS;
(III) AUTHORIZING BANKS TO HONOR AND PROCESS CHECK AND
ELECTRONIC TRANSFER REQUESTS RELATED THERETO;
(IV) SCHEDULING A FINAL HEARING; AND
(V) GRANTING RELATED RELIEF**

Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Payment of Certain Prepetition Wages, Salaries, and Other Compensation; (II) Authorizing Certain Employee Benefits and Other Associated Obligations; (III) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

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

28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having considered the First Day Declaration; and a hearing having been held to consider the relief requested in the Motion; and this Court having previously entered the *Interim Order (I) Authorizing Payment of Certain Prepetition Wages, Salaries, and Other Compensation; (II) Authorizing Certain Employee Benefits and Other Associated Obligations; (III) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* [Docket No. 71]; and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis as set forth herein.
2. The Debtors are authorized, but not directed, to pay the Employee Obligations in an amount not to exceed \$20,439,000.
3. The Debtors are authorized, but not directed, to continue to collect, pay, honor, satisfy, process, and administer, as applicable, the Employee Plans and Programs, in accordance with the Debtors' stated policies and prepetition practices, in the ordinary course during the

administration of these Chapter 11 Cases. The Debtors shall notify counsel to the Official Committee of Unsecured Creditors (the “Committee”) and counsel to the DIP Agent of any modification of the Debtors’ prepetition policies and practices that has a cost in excess of \$1,000,000 as soon as commercially reasonable after implementation of any such modification.

4. Subject to paragraphs 2 and 3 of this Final Order, the Debtors are authorized, but not directed, to continue to honor the Corporate Cards program in the ordinary course of business and consistent with prepetition practices, including by paying prepetition and postpetition obligations outstanding with respect thereto.

5. The Debtors are authorized, but not directed, to continue using the Corporate Cards and the Corporate Card program in the ordinary course of business and consistent with prepetition practices, including by paying prepetition and postpetition obligations outstanding with respect thereto, subject to the limitations of this Final Order. The Debtors are further authorized to continue to use the Corporate Cards and the Corporate Card program subject to the terms of any applicable debtor-in-possession financing orders and related loan documents pursuant to which the obligations in respect of the Corporate Cards and the Corporate Card program are included as obligations thereunder. Any bank may rely on the representations of the Debtors with respect to its use of the Corporate Cards and the Corporate Card program, and such bank shall not have any liability to any party for relying on such representations by a Debtor as provided for herein.

6. Wells Fargo is authorized to make advances from time to time to Debtors with a maximum exposure at any time up to \$2,500,000. All prepetition charges and fees related to the Corporate Cards are authorized and required to be paid.

7. Any existing agreements between or among the Debtors and any bank in respect of the Corporate Cards and the Corporate Card program shall continue to govern the postpetition relationship between the Debtors and such bank, and all of the provisions of such agreements, including, without limitation, the termination and fee provisions, rights, benefits, offset rights and remedies afforded under such agreements, shall remain in full force and effect unless otherwise ordered by the Court, and the Debtors and such bank may, without further order of this Court, agree to and implement changes related to the Corporate Cards or the Corporate Card program in the ordinary course of business, pursuant to the terms of those existing agreements.

8. Nothing in the Motion or this Final Order, or the Debtors' payment of any claims pursuant to this Final Order, shall be deemed or construed as: (a) an admission as to the validity of, or a promise to pay with respect to, any claim or lien against the Debtors or their estates, (b) a waiver of the Debtors' right to dispute any claim or lien, (c) an admission of the priority status of any claim, whether under section 503(b)(9) of the Bankruptcy Code or otherwise, or (d) a waiver of the right of the Debtors, or shall impair the ability of the Debtors, or any other party in interest, to the extent applicable, to contest the validity and amount of any payment made pursuant to this Final Order.

9. Nothing herein shall be deemed to constitute the postpetition assumption of any executory contract under section 365 of the Bankruptcy Code or authority to lift or modify the automatic stay set forth in section 362 of the Bankruptcy Code.

10. Each of the Banks is authorized to receive, process, honor, and pay all checks and transfers issued or requested by the Debtors, to the extent that sufficient funds are on deposit in the applicable accounts, in accordance with this Final Order and any other order of this Court.

11. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests in connection with any of the Employee Obligations described herein that are dishonored or rejected.

12. Nothing in the Motion or this Final Order shall be construed to authorize any payments governed by section 503(c)(3) of the Bankruptcy Code (including section 503(c)(1) of the Bankruptcy Code) or any severance payments to insiders in excess of the limits set forth in section 503(c)(2) of the Bankruptcy Code.

13. The Debtors shall provide a list of all employees to whom the Debtors owe pre-petition amounts in excess of the statutory cap set forth in sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code (which list shall include whether such employees are union employees, non-union employees, and insiders) to the Committee and the DIP Agent seven (7) days prior to making any payments in excess of such statutory cap.

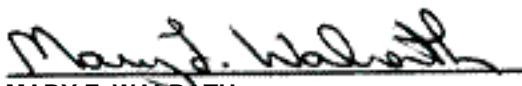
14. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied because the relief requested in the Motion, as granted hereby, is necessary to avoid immediate and irreparable harm to the Debtors and their estates.

15. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry.

16. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Final Order in accordance with the Motion.

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

Dated: July 8th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

31744915.4

SCHEDULE H
FINAL NOL ORDER

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

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket Nos. 16 & 73

**FINAL ORDER ESTABLISHING CERTAIN NOTICE AND HEARING
PROCEDURES FOR (I) CERTAIN TRANSFERS OF EQUITY IN (A) PROJECT
KENWOOD HOLDINGS, INC., (B) PROJECT KENWOOD INTERMEDIATE
HOLDINGS I, INC., (C) PROJECT KENWOOD INTERMEDIATE HOLDINGS II, LLC
AND (D) PROJECT KENWOOD INTERMEDIATE HOLDINGS III, LLC,
AND (II) CERTAIN CLAIMS OF WORTHLESSNESS WITH
RESPECT TO THE FOREGOING EQUITY INTERESTS**

Upon the *Debtors Motion for Entry of Interim and Final Orders Establishing Certain Notice and Hearing Procedures for (I) Certain Transfers of Equity in (A) Project Kenwood Holdings, Inc., (B) Project Kenwood Intermediate Holdings I, Inc., (C) Project Kenwood Intermediate Holdings II, LLC and (D) Project Kenwood Intermediate Holdings III, LLC, and (II) Certain Claims of Worthlessness With Respect to the Foregoing Equity Interests* (the “Motion”)² filed by the above-captioned debtors and debtors in possession (the “Debtors”); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors’ mailing address is 160 S Route 17 North, Paramus, NJ 07652.

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

core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having considered the First Day Declaration; and this Court having previously entered the *Interim Order Establishing Certain Notice and Hearing Procedures for (I) Certain Transfers of Equity in (A) Project Kenwood Holdings, Inc., (B) Project Kenwood Intermediate Holdings I, Inc., (C) Project Kenwood Intermediate Holdings II, LLC and (D) Project Kenwood Intermediate Holdings III, LLC, and (II) Certain Claims of Worthlessness With Respect to the Foregoing Equity Interests* [Docket No. 73]; and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis as set forth herein.
2. Any purchases, sales, or other transfers of PKH Stock and claims of Worthless Stock Deductions on or after the Petition Date in violation of the procedures set forth herein (including the notice requirements set forth herein) shall be null and void *ab initio* as an act in violation of the automatic stay under section 362 of the Bankruptcy Code.
3. The following procedures shall apply to trading in equity in Debtor Project Kenwood Holdings, Inc., Debtor Project Kenwood Intermediate Holdings I, Inc., Debtor Project

Kenwood Intermediate Holdings II, LLC and Project Kenwood Intermediate Holdings III, LLC (including any Beneficial Ownership (as defined below) thereof any Options (as defined below) with respect thereto, “PKH Stock”):

- a. Any purchase, sale, or other transfer of PKH Stock on or after the Petition Date in violation of the procedures set forth herein shall be null and void *ab initio* as an act in violation of the automatic stay under section 362 of the Bankruptcy Code.
- b. Any person or entity (as defined in Treasury Regulations Section 1.382-3(a)(1)) who currently is or becomes a Substantial Shareholder (as defined in subparagraph (f) below) shall file with the Court, and serve on counsel to the Debtors, counsel to the Official Committee of Unsecured Creditors (the “Committee”), and counsel to Wells Fargo Bank, National Association, a notice of such status, in the form attached to the Motion as Exhibit A-1, on or before the later of (i) twenty (20) calendar days after the date of the Notice of Interim Order or Notice of Final Order (as defined below and as applicable) and (ii) ten (10) calendar days after becoming a Substantial Shareholder.
- c. At least fourteen (14) calendar days prior to effectuating any transfer of PKH Stock that would result in an increase in the amount of PKH Stock beneficially owned by a Substantial Shareholder or would result in a person or entity increasing the ownership of a Substantial Shareholder in any of the Debtors or becoming a Substantial Shareholder, such person (or person or entity that may become a Substantial Shareholder) shall file with the Court, and serve on counsel to the Debtors, counsel to the Committee, and counsel to Wells Fargo Bank, National Association, advance written notice, in the form attached to the Motion as Exhibit A-2, of the intended transfer of PKH Stock.
- d. At least fourteen (14) calendar days prior to effectuating any transfer of PKH Stock that would result in a decrease in the amount of PKH Stock beneficially owned by such person or would result in a person or entity ceasing to be a Substantial Shareholder, such person shall file with the Court, and serve on counsel to the Debtors, counsel to the Committee, and counsel to Wells Fargo Bank, National Association, advance written notice, in the form attached to the Motion as Exhibit A-3, of the intended transfer of PKH Stock (the notices required to be filed and served under subparagraphs (c) and (d), each a “Notice of Proposed Transfer”).
- e. The Debtors (and any party-in-interest, counsel to the Committee, and counsel to Wells Fargo Bank, National Association) shall have seven (7) calendar days after receipt of a Notice of Proposed Transfer to file with the Court and serve on such Substantial Shareholder (or person or entity that may become a Substantial Shareholder) an objection to the proposed transfer of PKH Stock described in the Notice of Proposed Transfer on the grounds that such transfer may adversely affect the Debtors’ ability to utilize their Tax Attributes. During such 7-day

period, and while any objection by the Debtors (or the Committee, Wells Fargo Bank, National Association, or any other party in interest) to the proposed transfer is pending, such Substantial Shareholder (or person or entity that may become a Substantial Shareholder) shall not effectuate the proposed transfer to which the Notice of Proposed Transfer relates and thereafter shall do so only in accordance with the Court's ruling, and, as applicable, any appellate rules and procedures. If the Debtors (or the Committee, Wells Fargo Bank, National Association, or any other parties-in-interest) do not object within such 7-day period, such transaction may proceed solely as set forth in the Notice of Proposed Transfer. Further transactions within the scope of this subparagraph (e) must be the subject of additional notices as set forth herein, with an additional 7-day waiting period.

- f. For purposes of these procedures, (A) a "Substantial Shareholder" is any person or entity (as defined in Treasury Regulations Section 1.382-3(a)(1)) which has Beneficial Ownership of at least 4.5% of all issued and outstanding shares of PKH Stock, and (B) "Beneficial Ownership" or any variation thereof of PKH Stock shall be determined in accordance with applicable rules under Section 382, Treasury Regulations promulgated thereunder and rulings issued by the Internal Revenue Service, and thus, to the extent provided therein, from time to time shall include, without limitation, (i) direct and indirect ownership (*e.g.*, a holding company would be considered to beneficially own all shares owned or acquired by its subsidiaries), (ii) ownership by the holder's family members and persons acting in concert with the holder to make a coordinated acquisition of stock, and (iii) ownership of an Option to acquire PKH Stock, but only to the extent such Option is treated, or would be treated, as exercised under Treasury Regulations Section 1.382-4(d). An "Option" to acquire stock includes any contingent purchase, warrant, convertible debt, put, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

4. The following procedures shall apply to claims of worthlessness for federal or state tax purpose with respect to PKH Stock (a "Worthless Stock Deduction"):

- a. Any Worthless Stock Deduction on or after the Petition Date for any tax purpose in violation of the procedures set forth herein shall be null and void *ab initio* as an act in violation of the automatic stay under section 362 of the Bankruptcy Code.
- b. Any person or entity (as defined in Treasury Regulations Section 1.382-3(a)(1)) who currently is or becomes a 50% Shareholder (as defined in subparagraph e below) shall file with the Court, and serve on counsel to the Debtors, Counsel to the Committee, and counsel to Wells Fargo Bank, National Association, a notice of such status, in the form attached to the Motion as Exhibit A-4, on or before the later of (i) twenty (20) calendar days after the date of the Notice of Interim Order or Notice of Final Order (as defined below and as applicable) and (ii) ten (10) calendar days after becoming a 50% Shareholder.

- c. At least fourteen (14) calendar days prior to filing any federal or state tax return, or any amendment to such a return, claiming any Worthless Stock Deduction, for a tax year ending before the Debtors' emergence from chapter 11, such 50% Shareholder shall file with the Court, and serve on counsel to the Debtors and counsel to the Committee and counsel to Wells Fargo Bank, National Association, an advance written notice, in the form attached to the Motion as Exhibit A-5 (a "Notice of Intent to Claim a Worthless Stock Deduction") of the intended claim of worthlessness.
- d. The Debtors (and any party-in-interest, including the Committee and Wells Fargo Bank, National Association) will have ten (10) calendar days after receipt of a Notice of Intent to Claim a Worthless Stock Deduction to file with the Court and serve on such 50% Shareholder an objection to any proposed claim of worthlessness described in the Notice of Intent to Claim a Worthless Stock Deduction on the grounds that such claim might adversely affect the Debtors' ability to utilize their Tax Attributes. During such 10-day period, and while any objection by the Debtors (or the Committee, Wells Fargo Bank, National Association, or any other party in interest) to the proposed claim is pending, such 50% Shareholder shall not claim, or cause to be claimed, the proposed worthless stock deduction to which the Notice of Intent to Claim a Worthless Stock Deduction relates and thereafter shall do so only in accordance with the Court's ruling, and, as applicable, any appellate rules and procedures. If the Debtors (or the Committee, Wells Fargo Bank, National Association, or any other parties-in-interest) do not object within such 10-day period, the filing of the tax return with such claim would be permitted only as set forth in the Notice of Intent to Claim a Worthless Stock Deduction. Additional tax returns or amendments within the scope of this subparagraph must be the subject of additional notices as set forth herein, with an additional 10-day waiting period.
- e. For purposes of these procedures, (A) a "50% Shareholder" is any person or entity that, at any time during the three-year period ending on the Petition Date, has had Beneficial Ownership of 50% or more of PKH Stock (determined in accordance with Section 382(g)(4)(D) of the IRC and the applicable regulations thereunder), and (B) "Beneficial Ownership" or any variation thereof of PKH Stock and Options to acquire PKH Stock) shall be determined in accordance with applicable rules under Section 382, Treasury Regulations promulgated thereunder and rulings issued by the Internal Revenue Service, and thus, to the extent provided therein, from time to time shall include, without limitation, (i) direct and indirect ownership (*e.g.*, a holding company would be considered to beneficially own all shares owned or acquired by its subsidiaries), (ii) ownership by the holder's family members and persons acting in concert with the holder to make a coordinated acquisition of stock, and (iii) ownership of an Option to acquire PKH Stock, but only to the extent such Option is treated as exercised under Treasury Regulations Section 1.382-4(d). An "Option" to acquire stock includes any contingent purchase, warrant, convertible debt, put, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

5. The Debtors may waive any and all restrictions, stays and notification procedures contained in this Final Order. The Debtors shall provide at least five (5) business days' notice to counsel for the Committee and counsel to Wells Fargo Bank, National Association of any proposed waiver of restrictions, stays, and notification procedures.

6. The Debtors shall serve the Notice of Final Order, substantially in the form attached to the Motion as Exhibit A-8 (the "Notice of Final Order"), on the following parties: (a) the Office of the United States Trustee for the District of Delaware; (b) holders of the 30 largest unsecured claims on a consolidated basis against the Debtors; (c) counsel to Wells Fargo Bank, National Association; (d) counsel to Variant Equity; (e) counsel to the Committee; and (f) all parties that have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002.

7. Any person (or entity or broker or agent acting on their behalf) who sells 4.5% or more of all issued and outstanding shares of PKH Stock to another person or entity shall be required to provide the Notice of Final Order to such purchaser (or any broker or agent acting on their behalf), to the extent reasonably feasible.

8. The requirements set forth in this Final Order are in addition to the requirements of Bankruptcy Rule 3001(e) and applicable securities, corporate and other laws, and do not excuse compliance therewith.

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

10. The Debtors shall keep all information provided in any notices delivered to it pursuant to the procedures set forth herein strictly confidential, to the extent such information has been redacted in the versions of such notices filed with the Court, and shall not disclose the

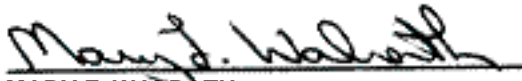
contents thereof to any person except (i) to the extent necessary to respond to a petition or objection filed with the Court; (ii) to the extent otherwise required by law; or (iii) to the extent that the information contained therein is already available to the public; *provided, however*, that the Debtors may disclose the contents thereof to their attorneys and financial advisors, who shall keep all such notices strictly confidential in the same manner as the Debtors are required to do, subject to further Court order. To the extent confidential information is necessary to respond to a petition or objection filed with the Court, such confidential information shall be filed under seal in accordance with the procedures set forth in Local Rule 9018-1(d).

11. The requirements of Bankruptcy Rule 6004(a) are waived.

12. Notwithstanding the applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be effective and enforceable immediately upon its entry.

13. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Final Order.

Dated: July 8th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

31745126.4

**SCHEDULE I
REJECTION ORDER**

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

In re:

COACH USA, INC., *et al.*¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket No. 10

ORDER (I) AUTHORIZING THE DEBTORS TO REJECT (A) AN UNEXPIRED LEASE OF NONRESIDENTIAL REAL PROPERTY AND (B) AN EXECUTORY CONTRACT, IN EACH CASE, EFFECTIVE AS OF THE PETITION DATE, (II) ABANDON ANY REMAINING PERSONAL PROPERTY, AND (III) GRANTING RELATED RELIEF

Upon the *Debtors' Motion for Entry of an Order (I) Authorizing the Debtors to Reject (A) an Unexpired Lease of Nonresidential Real Property and (B) an Executory Contract, in Each Case, Effective as of the Petition Date, (II) Abandon Any Remaining Personal Property, and (III) Granting Related Relief* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652

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

as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having considered the First Day Declaration; and a hearing having been held to consider the relief requested in the Motion; and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors and their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. Pursuant to sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Rejected Agreements listed on Schedule 1 and Schedule 2 are hereby rejected by the Debtors, with such rejection being effective as of the Petition Date.
3. Pursuant to sections 105(a) and 554(a) of the Bankruptcy Code and Bankruptcy Rule 6007, any Personal Property remaining, as of the Petition Date, on the Premises is hereby abandoned by the Debtors, with such abandonment being effective as of the Petition Date.
4. Claims arising out of the rejection of the Rejected Agreements must be filed on or before the later of (a) the deadline for filing proofs of claim based on prepetition claims against any of the Debtors as set by an order of this Court or (b) thirty (30) days after entry of this Order.
5. Nothing in the Motion or this Order, shall be deemed or construed as: (a) an admission as to the validity of, or a promise to pay with respect to, any claim or lien against the Debtors or their estates, (b) a waiver of the Debtors' right to dispute any claim or lien, (c) an

admission of the priority status of any claim, whether under section 503(b)(9) of the Bankruptcy Code or otherwise.

6. Nothing herein shall be deemed to constitute the postpetition assumption of any executory contract under section 365 of the Bankruptcy Code or authority to lift or modify the automatic stay set forth in section 362 of the Bankruptcy Code.

7. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

8. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

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

Dated: July 8th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

31736613.1

SCHEDULE 1**Rejected Lease**

<u>Debtor(s)</u>	<u>Counterparty</u>	<u>Counterparty's Address</u>	<u>Rejected Agreement</u>
Pacific Coast Sightseeing Tours & Charters, Inc.	Hall Anaheim Realty, LLC	2030 N. Third Avenue, Napa, CA 94558	Single Tenant Lease- Net for 2001 & 2025 South Manchester, Anaheim, Orange Co. California.

SCHEDULE 2**Rejected Contract**

<u>Debtor(s)</u>	<u>Counterparty</u>	<u>Counterparty's Address</u>	<u>Rejected Agreement</u>
Megabus Northeast, LLC	Qualtrics, LLC	333 w. River Park Drive, Provo, UT 84604	Qualtrics Service Order entered into for the facilitation of software services

SCHEDULE J
INTERIM COMPENSATION ORDER

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

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket No. 143

**ORDER (I) ESTABLISHING PROCEDURES FOR INTERIM COMPENSATION
AND REIMBURSEMENT OF EXPENSES FOR PROFESSIONALS,
AND (II) GRANTING RELATED RELIEF**

Upon the *Debtors' Motion for Entry of an Order (I) Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals, and (II) Granting Related Relief* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and a

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

hearing having been held to consider the relief requested in the Motion; and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. Except as may otherwise be provided in an order of this Court authorizing the retention of specific Professionals, all Professionals in these Chapter 11 Cases retained by the Debtors or any official creditors' committee that may be formed (the "Committee") may seek interim payment of compensation and reimbursement of expenses in accordance with the following procedures (collectively, the "Compensation Procedures"):
 - a. On or before the 15th day of each calendar month, or as soon as practicable thereafter, each Professional may file an application (each, a "Monthly Fee Application") with this Court for interim approval and allowance of compensation for services rendered and reimbursement of expenses incurred during any preceding month or months, and serve a copy of such Monthly Fee Application by electronic or regular mail on each of the following parties (collectively, the "Notice Parties"):
 - i. proposed counsel to the Debtors, (a) Alston & Bird LLP, 90 Park Avenue, New York, NY 10016, Attn: William Hao, Esq. (william.hao@alston.com) and Andrew Frisoli, Esq. (andrew.frisoli@alston.com) and (b) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801, Attn: Joseph M. Mulvihill, Esq. (jmulvihill@ycst.com) and Timothy R. Powell, Esq. (tpowell@ycst.com);
 - ii. the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"), J. Caleb Boggs Building, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn: Richard L. Schepacarter, Esq. (Richard.Schepacarter@usdoj.gov);

- iii. counsel to Wells Fargo Bank, National Association, (a) Goldberg Kohn Ltd., 55 E. Monroe St., Chicago, IL 60603 Attn: William A. Starshak (William.Starshak@goldbergkohn.com), Dimitri G. Karcazes (Dimitri.Karcazes@goldbergkohn.com), Prisca M. Kim (prisca.kim@goldbergkohn.com), and Nicole P. Bruno (Nicole.Bruno@goldbergkohn.com) and (b) Richards, Layton & Finger, P.A., 920 North King Street, Wilmington, DE 19801 Attn: John H. Knight (knight@rlf.com) and Paul N. Heath (heath@rlf.com); and
- iv. counsel to the Official Committee of Unsecured Creditors, (A) Brown Rudnick LLP, 7 Times Square, New York, New York 10036 (Attn: Robert J. Stark (rstark@brownrudnick.com), Bennett S. Silverberg (bsilverberg@brownrudnick.com), Sharon I. Dwoskin (sdwoskin@brownrudnick.com)) and (B) Faegre Drinker Biddle & Reath, LLP, 222 Delaware Ave. Suite 1410, Wilmington, Delaware 19801 (Attn: Patrick A. Jackson (Patrick.jackson@faegredrinker.com)).

Any Professional that fails to file a Monthly Fee Application for a particular month or months may subsequently submit a consolidated Monthly Fee Application including any prior month or months. All Monthly Fee Applications shall comply with the Bankruptcy Code, the Bankruptcy Rules, applicable Third Circuit law, and Local Rule 2016-2.

- b. Each Notice Party will have until 4:00 p.m. (prevailing Eastern Time) fourteen (14) days after service of a Monthly Fee Application to review the request (the “Review Period”). If any Notice Party wishes to object to a Professional’s Monthly Fee Application, the objecting party shall serve a written notice (a “Notice of Objection”) so that it is received by the end of the Review Period by the applicable Professional and each of the Notice Parties. A Notice of Objection shall set forth the precise nature of the objection and the amount of fees and expenses at issue.
- c. Upon the expiration of the Review Period, if a Notice of Objection has not been served with respect to a Monthly Fee Application, a Professional may file a certificate of no objection with this Court with respect to the fees and expenses requested in its Monthly Fee Application (each, a “CNO”). After a CNO is filed, the Debtors, to the extent applicable, net of the application of any prepetition retainer held by such Professional, are authorized and directed to pay the Professional from the Carveout Account (as defined in the DIP Financing Order)³ an amount equal to 80% of the

³ As used herein, the “DIP Financing Order” means (a) until entry of the Final Order (as defined in the Interim Order (as defined below)), that certain *Interim Order (I) Authorizing the Applicable Debtors to Obtain Postpetition Secured Financing; (II) Authorizing the Debtors’ Use of Cash Collateral; (III) Granting Adequate Protection to Prepetition ABL Administrative Agent and the Other Secured*

fees and 100% of the expenses requested in the applicable Monthly Fee Application. If a Notice of Objection was timely received and remains unresolved, a Professional may file a CNO with this Court with respect to the unopposed portion of the fees and expenses requested in its Monthly Fee Application, and the Debtors, to the extent applicable, net of the application of any prepetition retainer held by such Professional, are authorized and directed to pay the Professional from the Carveout Account (as defined in the DIP Financing Order) an amount (the “Reduced Monthly Payment”) equal to 80% of the fees and 100% of the expenses not subject to a Notice of Objection.

- d. If a Notice of Objection is timely served in response to a Monthly Fee Application, the objecting party and the Professional shall attempt to resolve the objection on a consensual basis. If and to the extent that the parties reach an agreement, the Debtors shall promptly pay 80% of the agreed-upon fees and 100% of the agreed-upon expenses, to the extent not already included in a Reduced Monthly Payment. If, however, the parties are unable to reach a complete resolution of the objection within ten (10) days after service of the Notice of Objection, unless otherwise agreed by the parties, the objecting party shall file its objection (the “Objection”) with this Court within three (3) business days and serve such Objection on the respective Professional and each of the Notice Parties. Thereafter, the Professional may either (i) file with this Court a response to the Objection, together with a request for a hearing on the matter, or (ii) forego filing a response to the Objection and seeking payment of the disputed amounts until the next interim or final fee application hearing, at which time this Court will consider the Objection, if requested by the parties.
- e. Each Professional seeking compensation may submit its first Monthly Fee Application on or after July 15, 2024 that will cover the period from the Petition Date through and including June 30, 2024. Thereafter, the Professionals may file Monthly Fee Applications in the manner described above.
- f. At three-month intervals or such other intervals convenient to this Court (the “Interim Fee Period”), on or before the forty-fifth (45th) day, or the next business day if such day is not a business day, following the end of each Interim Fee Period, each of the Professionals may file with this Court and serve on the Notice Parties an application (an “Interim Fee Application”) for interim Court approval and allowance of the payment of compensation and reimbursement of expenses sought by such Professional in its Monthly Fee Applications, including any holdbacks, in connection

Parties; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief [Docket No. 79] (the “Interim Order”), and (b) from and after entry of the Final Order, the Final Order, together with all amendments, modifications, and supplements to such Interim Order or Final Order, as applicable, which are acceptable to the DIP Agent in its sole discretion.

with the Interim Fee Period, pursuant to section 331 of the Bankruptcy Code. The Interim Fee Application must include a brief description identifying the following:

- i. the Monthly Fee Applications that are the subject of the request;
- ii. the amount of fees and expenses requested;
- iii. the amount of fees and expenses paid to date and/or subject to an Objection;
- iv. the deadline for parties to file objections (the “Additional Objections”) to the Interim Fee Application; and
- v. any other information requested by this Court or required by the Local Rules.

Additional Objections, if any, to the Interim Fee Applications shall be filed and served upon the Professional that filed the Interim Fee Application and the other Notice Parties so as to be received on or before 4:00 p.m. prevailing Eastern Time on the fourteenth (14th) day following service of the applicable Interim Fee Application.

- g. The Debtors will request that this Court schedule a hearing on the Interim Fee Applications at least once every three (3) months, or at such other intervals as this Court deems appropriate. If no Objections are pending and no Additional Objections are timely filed, this Court may grant an Interim Fee Application without a hearing.
- h. The first Interim Fee Period will cover the period from the Petition Date through August 31, 2024. Each Professional must file and serve its first Interim Fee Application on or before October 15, 2024.
- i. The pendency of an Objection or Additional Objection to payment of compensation or reimbursement of expenses will not disqualify a Professional from the future payment of compensation or reimbursement of expenses under the Compensation Procedures.
- j. Neither (i) the payment of or the failure to pay, in whole or in part, interim compensation and/or the reimbursement of or the failure to reimburse, in whole or in part, expenses under the Compensation Procedures, nor (ii) the filing of or failure to file an Objection or Additional Objection will bind any party in interest or this Court with respect to the final allowance of applications for payment of compensation and reimbursement of expenses of Professionals. All fees and expenses paid to Professionals under the Compensation Procedures are subject to disgorgement until final allowance by this Court.

k. All attorneys shall make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013*.

l. A retained professional shall not receive payment pursuant to a Monthly Fee Application until the retained professional's retention has been approved by the Court.

3. Each member of the Committee is permitted to submit statements of expenses incurred in the performance of the duties of the Committee (excluding fees and expenses of counsel to individual committee members), with supporting documentation to Committee counsel, which counsel shall collect and submit such Committee member's request for reimbursement in accordance with the Compensation Procedures. Approval of the Compensation Procedures, however, will not authorize payment of such expenses to the extent that such payment is not authorized under the Bankruptcy Code, the Bankruptcy Rules, Local Rules, or the practice of this Court.

4. The Professionals shall be required to serve the Interim Fee Applications and the Final Fee Applications only on the Notice Parties, and all other parties entitled to notice shall be entitled to receive only notices of hearings on the Interim Fee Applications and Final Fee Applications.

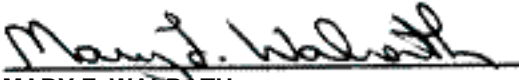
5. All notices given in accordance with the Compensation Procedures as set forth herein shall be deemed sufficient and adequate notice and in full compliance with the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and Local Rules.

6. The Debtors shall include all payments made to Professionals in accordance with the Compensation Procedures in their monthly operating report, identifying the amount paid to each of the Professionals.

7. The Debtors are authorized to take any and all actions necessary to effectuate the relief granted herein.

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

Dated: July 8th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

31799503.3

SCHEDULE K
APA SEALING ORDER

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

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket Nos. 23 & 95

**ORDER (I) AUTHORIZING THE DEBTORS TO FILE UNDER SEAL THE ASSET
PURCHASE AGREEMENT BY AND BETWEEN DEBTORS, BUS COMPANY
HOLDINGS US, LLC, AND 1485832 B.C. UNLIMITED LIABILITY
COMPANY, AND (II) GRANTING RELATED RELIEF**

Upon the *Debtors' Motion for Entry of an Order (I) Authorizing the Debtors to File Under Seal the Asset Purchase Agreement by and Between the Debtors, Bus Company Holdings US, LLC, and 1485832 B.C. Unlimited Liability Company, and (II) Granting Certain Related Relief* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and a

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

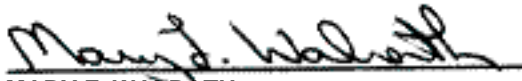
² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

hearing having been held to consider the relief requested in the Motion; and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Debtors are authorized to redact the Confidential Information from the APA filed on the public docket; *provided* that the Debtors shall provide the Court and the U.S. Trustee with an unredacted version of the APA. The APA filed under seal shall not be made available to any other party without the consent of the Debtors or further order of this Court.
3. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.
4. The Debtors are hereby authorized and empowered to take all such actions necessary to implement the relief granted in this Order.
5. This Court retains exclusive jurisdiction with respect to all matters arising from or relating to the interpretation or implementation of this Order.

Dated: July 8th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

SCHEDULE L
BAR DATE ORDER

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

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket No. 144

**ORDER (A) ESTABLISHING BAR DATES AND RELATED PROCEDURES FOR
FILING PROOFS OF CLAIM (INCLUDING FOR CLAIMS ARISING UNDER
SECTION 503(b)(9) OF THE BANKRUPTCY CODE) AND (B) APPROVING
THE FORM AND MANNER OF NOTICE THEREOF**

Upon the *Debtors' Motion for Entry of an Order (A) Establishing Bar Dates and Related Procedures for Filing Proofs of Claim (Including for Claims Arising Under Section 503(b)(9) of the Bankruptcy Code) and (B) Approving the Form and Manner of Notice Thereof* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given as set forth in

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

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

the Motion and that such notice is adequate and no other or further notice need be given; and a hearing having been held to consider the relief requested in the Motion; and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. All objections to the entry of this Order, to the extent not withdrawn or settled, are overruled.
3. This Court hereby approves (a) the forms of the Bar Date Notice, the Proof of Claim Form, and the Publication Notice, substantially in the forms attached to this Order as Exhibit 1, Exhibit 2, and Exhibit 3, respectively, and (b) the manner of providing notice of the Bar Dates, as described in the Motion.
4. Pursuant to Bankruptcy Rule 3003(c)(2), any creditor (as defined in section 101(10) of the Bankruptcy Code) or equity security holder (as defined in section 101(17) of the Bankruptcy Code) who asserts a claim (as defined in section 101(5) of the Bankruptcy Code) against the Debtors that arose, or is deemed to have arisen, prior to the Petition Date and whose claim is (a) not listed on the Debtors' schedules of assets and liabilities (collectively, the "Schedules"), (b) listed on the Schedules as disputed, contingent, or unliquidated, or (c) is listed on the Debtors' Schedules but against the wrong Debtor, must file a Proof of Claim on or prior to 5:00 p.m. (prevailing Eastern Time) on the date (the "General Bar Date") that is thirty-

five (35) days after service of the Bar Date Notice, which will be within five (5) business days after the later of (i) the date the Debtors file their Schedules with this Court, and (ii) the date of entry of this Order.

5. Notwithstanding **paragraph 4** above, the deadline for governmental units (as defined in section 101(27) of the Bankruptcy Code) to file a Proof of Claim against the Debtors is December 9, 2024 at 5:00 p.m. (prevailing Eastern Time) (the “Governmental Bar Date”).

6. Any person or entity that holds a claim that arises from the rejection of an executory contract or unexpired lease must file a Proof of Claim based on such rejection by the later of (a) the General Bar Date or Governmental Bar Date, as applicable, and (b) 5:00 p.m. (prevailing Eastern Time) on the date that is thirty (30) days following service of an order approving such rejection (the “Rejection Damages Bar Date”).

7. If the Debtors amend their Schedules, then the deadline to submit a Proof of Claim for those creditors affected by any such amendment shall be the later of (a) the General Bar Date or Governmental Bar Date, as applicable, and (b) 5:00 p.m. (prevailing Eastern Time) on the date that is twenty-one (21) days from the date that the Debtors provide written notice to the affected creditor that the Schedules have been amended (the “Amended Schedules Bar Date,” and together with the General Bar Date, the Governmental Bar Date, and the Rejection Damages Bar Date, as applicable, each, a “Bar Date,” and collectively, the “Bar Dates”).

8. Any person or entity (including, without limitation, each individual, partnership, joint venture, corporation, estate, trust, and governmental unit), that holds, or seeks to assert, a claim (as defined in section 101(5) of the Bankruptcy Code) against the Debtors that arose, or is deemed to have arisen, prior to the Petition Date, no matter how remote, contingent, or unliquidated, including, without limitation, secured claims, unsecured priority claims (including,

without limitation, claims entitled to priority under sections 507(a)(3) through 507(a)(10) and 503(b)(9) of the Bankruptcy Code), and unsecured non-priority claims (the holder of any such claim, the “Claimant”), must properly file a Proof of Claim on or before the applicable Bar Date in order to share in the Debtors’ estates.

9. All Claimants must submit an original, written Proof of Claim that substantially conforms to the Proof of Claim Form so as to be **actually received** by Kroll by no later than 5:00 p.m. (prevailing Eastern Time) on or before the applicable Bar Date either by (a) mailing the original Proof of Claim by first class mail to Coach USA, Inc. Claims Processing Center, c/o Kroll Restructuring Administration LLC, Grand Central Station, P.O. Box 4850, New York, NY 10163, (b) delivering such original Proof of Claim by hand or overnight courier to Coach USA, Inc. Claims Processing Center, c/o Kroll Restructuring Administration LLC, 850 3rd Avenue, Suite 412, Brooklyn, NY 11232, or (c) completing the Electronic Proof of Claim available online at <https://cases.ra.kroll.com/coachusa/EPOC-Index>.

10. A Proof of Claim must satisfy all of the following requirements to be considered properly and timely filed in these Chapter 11 Cases:

- a. Each Proof of Claim must: (i) be legible; (ii) include a claim amount denominated in United States dollars using, if applicable, the exchange rate as of 5:00 p.m., prevailing Eastern Time, on the Petition Date (and to the extent such claim is converted to United States dollars, state the rate used in such conversion); (iii) set forth with specificity the legal and factual basis for the alleged claim; (iv) conform substantially with the Proof of Claim Form provided by the Debtors or Official Form 410; and (v) be signed by the Claimant, or by an authorized agent or legal representative of the Claimant on behalf of the Claimant, whether such signature is an electronic signature or is ink.
- b. Any Proof of Claim asserting a claim entitled to priority under section 503(b)(9) of the Bankruptcy Code must also (i) set forth with specificity: (1) the date of shipment of the goods the Claimant contends the Debtors received in the twenty (20) days before the Petition Date; (2) the date, place, and method (including carrier name) of delivery of the goods the Claimant contends the Debtors received in the twenty (20) days before the

Petition Date; (3) the value of the goods the Claimant contends the Debtors received in the twenty (20) days before the Petition Date; and (4) whether the Claimant timely made a demand to reclaim such goods under section 546(c) of the Bankruptcy Code; (ii) attach any documentation identifying the particular invoices for which a claim under section 503(b)(9) of the Bankruptcy Code is being asserted; and (iii) attach documentation of any reclamation demand made to the Debtors under section 546(c) of the Bankruptcy Code (if applicable).

- c. Proofs of Claim signed electronically by the Claimant or an authorized agent or legal representative of the Claimant may be deemed acceptable for purposes of claims administration. Copies of Proofs of Claim or Proofs of Claim sent by facsimile or electronic mail will not be accepted.
- d. Each Proof of Claim must clearly identify the Debtor against which a claim is asserted, including the individual Debtor's case number. A Proof of Claim filed under the joint administration case number (24-11258 (MFW)), or otherwise without identifying a specific Debtor, will be deemed as filed only against Coach USA, Inc.
- e. Unless otherwise ordered by the Court, each Proof of Claim must state a claim against **only one (1)** Debtor, clearly indicate the Debtor against which the claim is asserted, and be filed on the claims register of such Debtor. To the extent more than one Debtor is listed on the Proof of Claim, such claim may be treated as if filed only against Coach USA, Inc.
- f. Each Proof of Claim must include supporting documentation in accordance with Bankruptcy Rules 3001(c) and 3001(d). If, however, such documentation is voluminous, such Proof of Claim may include a summary of such documentation or an explanation as to why such documentation is not available; *provided* that any creditor shall be required to transmit such documentation to Debtors' counsel upon request no later than ten (10) days from the date of such request.
- g. Each Proof of Claim must be filed, including supporting documentation so as to be **actually received** by Kroll on or before the applicable Bar Date as follows: electronically through the interface available at <https://cases.ra.kroll.com/coachusa/EPOC-Index>, or if submitted through non-electronic means, by (i) mailing the original Proof of Claim by first class mail to Coach USA, Inc. Claims Processing Center, c/o Kroll Restructuring Administration LLC, Grand Central Station, P.O. Box 4850, New York, NY 10163, or (ii) delivering such original Proof of Claim by hand or overnight courier to Coach USA, Inc. Claims Processing Center, c/o Kroll Restructuring Administration LLC, 850 3rd Avenue, Suite 412, Brooklyn, NY 11232.
- h. Unless otherwise permitted by the Debtors, Proofs of Claim sent by facsimile or electronic mail will not be accepted.

- i. Claimants wishing to receive acknowledgment that their Proofs of Claim were received by Kroll must submit (i) a copy of the Proof of Claim Form (in addition to the original Proof of Claim Form sent to Kroll) and (ii) a self-addressed, stamped envelope.

11. Unless otherwise permitted by the Debtors, Proofs of Claim sent to Kroll by facsimile, telecopy, or electronic mail will **not** be accepted and will **not** be considered properly or timely filed for any purpose in these Chapter 11 Cases.

12. Notwithstanding the above, holders of the following claims are **not** required to file a Proof of Claim on or before the applicable Bar Date solely with respect to such claim:

- a. a claim against the Debtors for which a signed Proof of Claim has already been properly filed with the Clerk of the Bankruptcy Court for the District of Delaware or Kroll in a form substantially similar to Official Bankruptcy Form No. 410;
- b. a claim that is listed on the Debtors' Schedules if and only if (i) such claim is not scheduled as "disputed," "contingent," or "unliquidated," (ii) the holder of such claim agrees with the amount, nature, and priority of the claim as set forth in the Schedules, **and** (iii) the holder of such claim agrees with respect to the identified Debtor;
- c. an administrative expense claim allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as an expense of administration (other than any claim allowable under section 503(b)(9) of the Bankruptcy Code);
- d. an administrative expense claim for postpetition fees and expenses incurred by any professional allowable under sections 330, 331, and 503(b) of the Bankruptcy Code;
- e. a claim that has been paid in full by the Debtors in accordance with the Bankruptcy Code or an order of the Court;
- f. a claim that has been allowed by an order of the Court entered on or before the applicable Bar Date;
- g. a claim of any Debtor against another Debtor;
- h. any fees payable to the U.S. Trustee under 28 U.S.C. § 1930;
- i. a claim for which specific deadlines have been fixed by an order of the Court entered on or before the applicable Bar Date;

- j. any officer or director of the Debtors as of the Petition Date who has a claim for indemnification, contribution, or reimbursement;
- k. the Prepetition ABL Administrative Agent or the Prepetition Secured Parties, as set forth in paragraph 26 of the *Interim Order (I) Authorizing the Applicable Debtors to Obtain Postpetition Secured Financing; (II) Authorizing the Debtors' Use of Cash Collateral; (III) Granting Adequate Protection to Prepetition ABL Administrative Agent and the Other Prepetition Secured Parties; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* [Docket No. 79] (the "Interim DIP Order"),³ and as may be set forth in any similar provision in any subsequent and/or final order regarding the use of cash collateral and/or debtor in possession financing; and
- l. a claim of any current or former employee of the Debtors who has a claim related to the Health Plans.⁴

13. Any Claimant exempted from filing a Proof of Claim pursuant to **paragraph 12** above must still properly and timely file a Proof of Claim for any other claim that does not fall within the exemptions provided by **paragraph 12** above.

14. Any person or entity holding an equity security (as defined in section 101(16) of the Bankruptcy Code and including, without limitation, common stock, preferred stock, warrants, or stock options) or other ownership interest in the Debtors (an "Interest Holder") is not required to file a proof of interest on or before the applicable Bar Date; *provided, however*, that an Interest Holder that wishes to assert claims against the Debtors that arise out of or relate to the ownership or purchase of an equity security or other ownership interest, including, but not limited to, a claim for damages or rescission based on the purchase or sale of such equity security or other ownership interest, must file a Proof of Claim on or before the applicable Bar Date. The Debtors

³ Capitalized terms used in this subparagraph (k), but not otherwise defined in this Motion, shall have the meanings ascribed to them in the Interim DIP Order.

⁴ As defined in the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Payment of Certain Prepetition Wages, Salaries, and Other Compensation; (II) Authorizing Certain Employee Benefits and Other Associated Obligations; (III) Authorizing Banks to Honor and Process Checks and Electronic Transfer Requests Related Thereto; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* [Docket No. 11].

reserve the right to seek relief at a later date establishing a deadline for Interest Holders to file proofs of interest.

15. Within five (5) business days after the later of (a) the date the Debtors file their Schedules with this Court, and (b) the date of entry of this Order, the Debtors shall serve the Bar Date Notice, together with a copy of the Proof of Claim Form (the “Bar Date Package”), by first class United States mail, postage prepaid (or equivalent service), to the following parties:

- a. all known potential Claimants and their counsel (if known), including all persons and entities listed in the Schedules at the addresses set forth therein as potentially holding claims;
- b. all parties that have requested notice of the proceedings in these Chapter 11 Cases pursuant to Bankruptcy Rule 2002 as of the date of this Order;
- c. all parties that have filed Proofs of Claim in these Chapter 11 Cases as of the date of this Order;
- d. all known holders of equity securities in the Debtors as of the date of this Order;
- e. all known parties to executory contracts and unexpired leases with the Debtors as of the Petition Date, as identified in the Schedules;
- f. all known parties to litigation with the Debtors as of the date of this Order;
- g. any applicable regulatory authorities;
- h. the Internal Revenue Service;
- i. all known taxing authorities for the jurisdictions in which the Debtors maintain or conduct business;
- j. the Securities and Exchange Commission;
- k. all attorneys general for states in which the Debtors maintain or conduct business;
- l. the Office of the United States Attorney General;
- m. the U.S. Trustee; and
- n. the United States Attorney for the District of Delaware.

16. The Debtors shall also post the Bar Date Package on Kroll's website, which is available at <https://cases.ra.kroll.com/CoachUSA>.

17. In accordance with Bankruptcy Rule 2002(a)(7), service of the Bar Date Package in the manner set forth in this Order is and shall be deemed to be good and sufficient notice of the Bar Date to known Claimants.

18. Pursuant to Bankruptcy Rule 2002(l), the Debtors shall cause the Publication Notice to be published once in either *The Wall Street Journal*, *The New York Times*, or *USA Today* (or other similar national publication), as determined by the Debtors in their sole discretion, as soon as practicable after entry of this Order but no later than twenty-one (21) days before the General Bar Date, and in such other local newspapers or publications, if any, as the Debtors deem appropriate. Such form and manner of publication notice is hereby approved and authorized and is and shall be deemed to be good and sufficient notice of the Bar Dates to unknown Claimants.

19. Properly filing an original, written Proof of Claim that substantially conforms to the Proof of Claim Form shall be deemed to satisfy the procedural requirements for the assertion of administrative priority claims under section 503(b)(9) of the Bankruptcy Code; *provided, however*, that all other administrative claims under section 503(b) of the Bankruptcy Code must be made by separate requests for payment in accordance with section 503(a) of the Bankruptcy Code and will not be deemed proper if made by Proof of Claim.

20. Pursuant to Bankruptcy Rule 3003(c)(2), any Claimant that is required to file a Proof of Claim in these Chapter 11 Cases pursuant to the Bankruptcy Code, the Bankruptcy Rules, or this Order with respect to a particular claim against the Debtors, but that fails to do so

properly by the applicable Bar Date, may not be treated as a creditor with respect to such claim for purposes of voting and distribution.

21. Solely as an accommodation to the Pension Benefit Guaranty Corporation (“PBGC”), each proof of claim or proofs of claim filed by PBGC on its own behalf or on behalf of the Hudson Transit Lines Union Employees Pension Plan (the “Pension Plan”) under the joint administration case number for these Chapter 11 Cases (Case No. 24-11258 (MFW)) shall, at the time of its filing, be deemed to constitute the filing of such proof of claim or proofs of claim in all of the cases jointly administered under In re Coach USA, Inc., *et al.*, Case No. 24-11258 (MFW) (the “Lead Case”). Consequently, each claim PBGC files under the Lead Case shall represent a separate claim asserted against each of the ninety-five (95) Debtors. Further, any amendments that PBGC may make with respect to any timely filed proof of claim or proofs of claim filed by PBGC on its own behalf or on behalf of the Pension Plan in the Lead Case shall be deemed to constitute the filing of an amended proof of claim or proofs of claim in all of these Chapter 11 Cases. This accommodation is intended solely for administrative convenience and shall not affect the substantive rights of the Debtors, PBGC, or any other party in interest with respect to the number, allowance, amount, or priority of PBGC’s claims or with respect to any objection, defense, offset, counterclaim, acceptance, or rejection related to PBGC’s claims.

22. Nothing contained in this Order or in the Motion, the Publication Notice, or the Bar Date Notice is intended or should be construed as a waiver of any of the Debtors’ rights, including, without limitation, their rights to: (a) dispute, or assert offsets or defenses against, any filed claim or any claim listed or reflected in the Schedules as to the nature, amount, liability, or classification thereof; (b) subsequently designate any scheduled claim as disputed, contingent, or unliquidated; or (c) otherwise amend the Schedules. In addition, nothing contained in this Order

or in the Motion, the Publication Notice, or the Bar Date Notice is intended to be an admission of the validity of any claim against the Debtors or an approval, assumption, or rejection of any agreement, contract, or lease under section 365 of the Bankruptcy Code.

23. The provisions of this Order apply to all claims of whatever character or nature against the Debtors or their assets, whether secured or unsecured, priority or non-priority, liquidated or unliquidated, fixed or contingent.

24. All Claimants who desire to rely on the Schedules with respect to filing a Proof of Claim in these Chapter 11 Cases shall have the sole responsibility for determining that their respective claim is accurately listed therein.

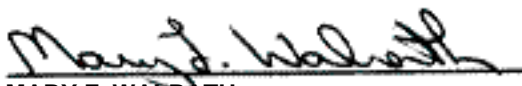
25. Any creditor filing a Proof of Claim against any of the Debtors, or their respective estates, shall clearly assert such claim against the particular Debtor obligated on such claim and not against the jointly administered Debtors, except as otherwise provided in any other order of this Court.

26. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

27. The Debtors and Kroll are hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Order.

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

Dated: July 8th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

31799511.4

EXHIBIT 1

Bar Date Notice

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

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

**NOTICE OF DEADLINE FOR THE FILING
OF PROOFS OF CLAIM, INCLUDING FOR CLAIMS
ASSERTED UNDER SECTION 503(b)(9) OF THE BANKRUPTCY CODE**

THE GENERAL BAR DATE IS 5:00 P.M. (PREVAILING EASTERN TIME) ON [●]

TO: ALL HOLDERS OF POTENTIAL CLAIMS AGAINST THE DEBTORS (AS LISTED BELOW)

PLEASE TAKE NOTICE that on June 11, 2024 (the “Petition Date”), the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “Court”).

PLEASE TAKE FURTHER NOTICE that on [●], 2024, the Court entered an order [Docket No. [●]] (the “Bar Date Order”)² establishing certain dates by which parties holding prepetition claims against the Debtors must file proofs of claim, including requests for payment pursuant to section 503(b)(9) of the Bankruptcy Code (the “Proofs of Claim”).

For your convenience, except with respect to beneficial owners of the Debtors’ debt and equity securities, enclosed with this notice (this “Notice”) is a Proof of Claim Form, which identifies on its face the amount, nature, and classification of your claim(s), if any, listed in the Debtors’ schedules of assets and liabilities filed in these Chapter 11 Cases (collectively, the “Schedules”). If the Debtors believe that you hold claims against more than one (1) Debtor, you will receive multiple Proof of Claim forms, each of which will reflect the nature and amount of your claim as listed in the Schedules.

As used in this Notice, the term “creditor” has the meaning given to it in section 101(10) of the Bankruptcy Code, and includes all persons, entities, estates, trusts, governmental units,

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors’ mailing address is 160 S Route 17 North, Paramus, NJ 07652.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bar Date Order, unless otherwise noted.

and the U.S. Trustee. In addition, the terms “persons,” “entities,” and “governmental units” are defined in sections 101(41), 101(15), and 101(27) of the Bankruptcy Code, respectively.

As used in this Notice, the term “claim” or “Claim” has the meaning given to it in section 101(5) of the Bankruptcy Code, and includes as to or against the Debtors: (a) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU MAY HAVE OR YOU MAY ASSERT A CLAIM AGAINST THE DEBTORS IN THE ABOVE-CAPTIONED CHAPTER 11 CASES. THEREFORE, YOU SHOULD READ THIS NOTICE CAREFULLY AND *DISCUSS* IT WITH YOUR ATTORNEY. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.

General Information About the Debtors’ Cases. The Debtors’ Chapter 11 Cases are being jointly administered under case number 24-11258 (MFW). No trustee or examiner has been requested in these Chapter 11 Cases, and no committees have been appointed.

Individual Debtor Information. The last four digits of each Debtor’s federal tax identification number are set forth below. The Debtors’ mailing address is 160 S Route 17 North, Paramus, NJ 07652.

<u>Debtor</u>	<u>Case No.</u>	<u>EID# (Last 4 Digits)</u>
Coach USA, Inc.	24-11258	8391
Project Kenwood Intermediate Holdings I, Inc.	24-11259	7628
Project Kenwood Intermediate Holdings II, LLC	24-11260	1798
Project Kenwood Intermediate Holdings III, LLC	24-11261	4431
Project Kenwood Acquisition, LLC	24-11262	5607
Dillon’s Bus Service, Inc.	24-11266	4398
Hudson Transit Lines, Inc.	24-11270	3545
CAM Leasing, LLC	24-11263	8372
Megabus Northeast, LLC	24-11268	2401
Megabus Southeast, LLC	24-11275	2940
Coach USA MBT, LLC	24-11265	0116
Megabus USA, LLC	24-11271	4274
Voyavation LLC	24-11267	2542
Pennsylvania Transportation Systems, Inc.	24-11274	5613
Dragon Bus, LLC	24-11272	0285
New York Splash Tours, LLC	24-11276	3629
CUSARE, Inc.	24-11273	6030
CUSARE II, Inc.	24-11269	1287

Project Kenwood Holdings, Inc.	24-11264	9198
Coach USA Administration, Inc.	24-11277	0869
Route 17 North Realty, LLC	24-11278	8902
Central Cab Company	24-11280	2479
Central Charters & Tours, Inc.	24-11283	5205
Transportation Management Services, Inc.	24-11288	4051
Hudson Transit Corporation	24-11290	4320
Powder River Transportation Services, Inc.	24-11294	7170
SL Capital Corp.	24-11296	3536
349 First Street Urban Renewal Corp.	24-11299	0429
Barclay Airport Service, Inc.	24-11303	0127
Barclay Transportation Services, Inc.	24-11306	7007
Colonial Coach Corporation	24-11279	2520
Community Coach, Inc.	24-11281	8733
Community Transit Lines, Inc.	24-11285	4779
Community Transportation, Inc.	24-11289	1172
Orange, Newark, Elizabeth Bus, Inc.	24-11295	6588
Perfect Body Inc.	24-11300	4220
International Bus Services, Inc.	24-11304	5636
Short Line Terminal Agency, Inc.	24-11308	4612
Suburban Management Corp.	24-11310	2287
Suburban Transit Corp.	24-11313	3572
Suburban Trails, Inc.	24-11315	5681
Rockland Coaches, Inc.	24-11284	5368
Clinton Avenue Bus Company	24-11287	6725
Commodore Tours, Inc.	24-11291	1944
Community Bus Lines, Inc.	24-11293	0714
Community Tours, Inc.	24-11298	9770
Coach USA Illinois, Inc.	24-11301	4935
Coach Leasing, Inc.	24-11305	8001
Tri-State Coach Lines, Inc.	24-11307	4712
Sam Van Galder, Inc.	24-11309	6253
Wisconsin Coach Lines, Inc.	24-11282	0146
Lakefront Lines, Inc.	24-11286	4207
Pacific Coast Sightseeing Tours & Charters, Inc.	24-11292	3469
Kerrville Bus Company, Inc.	24-11297	4360
Independent Bus Company, Inc.	24-11302	8670
Olympia Trails Bus Company, Inc.	24-11312	0015
Butler Motor Transit, Inc.	24-11316	8249
Coach USA Tours – Las Vegas, Inc.	24-11320	6206
TRT Transportation, Inc.	24-11327	6051
Lenzner Tours, Inc.	24-11328	2220
Limousine Rental Service Inc.	24-11332	0881
Megabus Southwest, LLC	24-11337	4377
Megabus West, LLC	24-11342	8840

Paramus Northeast Mgt. Co., L.L.C.	24-11343	9192
Gad-About Tours, Inc.	24-11344	6355
All West Coachlines, Inc.	24-11345	2792
Red & Tan Enterprises, Inc.	24-11311	9682
Chenango Valley Bus Lines, Inc.	24-11314	3732
Elko, Inc.	24-11317	9542
American Coach Lines of Atlanta, Inc.	24-11322	9769
Rockland Transit Corporation	24-11324	3830
The Bus Exchange, Inc.	24-11326	2022
Midtown Bus Terminal of New York, Inc.	24-11329	3100
Leisure Time Tours	24-11331	9654
Twenty-Four Corp.	24-11335	8904
Lenzner Tours, Ltd	24-11338	3214
Lenzner Transit, Inc.	24-11341	1783
Sporran GCBS, Inc.	24-11318	2104
Sporran RTI, Inc.	24-11321	3781
KILT of RI, Inc.	24-11323	7380
Sporran AWC, Inc.	24-11325	0467
Sporran GCTC, Inc.	24-11319	1629
Red & Tan Transportation Systems, Inc.	24-11330	6701
Red & Tan Charter, Inc.	24-11333	0702
Red & Tan Tours	24-11339	0064
Lenzner Transportation Group, Inc.	24-11334	0247
Mister Sparkle, Inc.	24-11336	4259
Mountaineer Coach, Inc.	24-11340	4023
3329003 Canada Inc.	24-11350	N/A
Megabus Canada Inc.	24-11352	N/A
3376249 Canada Inc.	24-11347	N/A
4216849 Canada Inc.	24-11349	N/A
Trentway-Wagar (Properties) Inc.	24-11346	N/A
Trentway-Wagar Inc.	24-11348	N/A
Douglas Braund Investments Limited	24-11351	N/A

A CLAIMANT SHOULD CONSULT AN ATTORNEY IF SUCH CLAIMANT HAS ANY QUESTIONS, INCLUDING WHETHER SUCH CLAIMANT SHOULD FILE A PROOF OF CLAIM.

1. THE BAR DATES

The Bar Date Order establishes the following bar dates for filing Proofs of Claim in these Chapter 11 Cases (collectively, the “Bar Dates”):

a. ***General Bar Date.*** Except as expressly set forth in this Notice, all entities (except governmental units) holding claims against the Debtors that arose or are deemed to have arisen prior to the Petition Date, including requests for payment pursuant to section 503(b)(9) of the Bankruptcy Code, are required to file Proofs of Claim ***by 5:00 p.m., prevailing Eastern time on***

[•]. Except as expressly set forth in this Notice, the General Bar Date applies to all types of claims against the Debtors that arose on or prior to the Petition Date, including secured claims, unsecured priority claims, and unsecured non-priority claims.

b. ***Governmental Bar Date.*** All governmental units holding claims against the Debtors that arose or are deemed to have arisen prior to the Petition Date are required to file Proofs of Claim by ***December 9, 2024 at 5:00 p.m., prevailing Eastern Time.*** The Governmental Bar Date applies to all governmental units holding claims against the Debtors (whether secured, unsecured priority, or unsecured non-priority) that arose on or prior to the Petition Date, including governmental units with claims against the Debtors for unpaid taxes, whether such claims arise from prepetition tax years or periods or prepetition transactions to which the Debtors were a party.

c. ***Rejection Damages Bar Date.*** Unless otherwise ordered by the Court, all entities holding claims against the Debtors arising from the rejection of executory contracts and unexpired leases of the Debtors are required to file Proofs of Claim by the later of (a) the General Bar Date or Governmental Bar Date, as applicable, and (b) 5:00 p.m., prevailing Eastern Time, on the date that is thirty (30) days following entry of an order approving the rejection of any executory contract or unexpired lease of the Debtors.

d. ***Amended Schedules Bar Date.*** If, subsequent to the date of this Notice, the Debtors amend or supplement their Schedules to reduce the undisputed, noncontingent, and liquidated amount of a claim listed in the Schedules, to change the nature or classification of a claim against the Debtors reflected in the Schedules, or to add a new claim to the Schedules, the affected creditor is required to file a Proof of Claim or amend any previously filed Proof of Claim in respect of the amended scheduled claim by the later of (a) the General Bar Date or the Governmental Bar Date, as applicable, and (b) 5:00 p.m., prevailing Eastern Time, on the date that is twenty-one (21) days from the date on which the Debtors mail notice of the amendment to the Schedules (or another time period as may be fixed by the Court).

2. **PERSONS OR ENTITIES WHO MUST FILE A PROOF OF CLAIM**

Any person or entity that has or seeks to assert a claim against the Debtors which arose, or is deemed to have arisen, prior to the Petition Date, including, without limitation, a claim under section 503(b)(9) of the Bankruptcy Code, **MUST FILE A PROOF OF CLAIM ON OR BEFORE THE APPLICABLE BAR DATE** in order to potentially share in the Debtors' estates.

Under the Bar Date Order, the filing of a Proof of Claim Form shall be deemed to satisfy the procedural requirements for the assertion of administrative priority claims under section 503(b)(9) of the Bankruptcy Code. All other administrative claims under section 503(b) of the Bankruptcy Code must be made by separate requests for payment in accordance with section 503(a) of the Bankruptcy Code and shall not be deemed proper if made by Proof of Claim. No deadline has yet been established for the filing of administrative claims other than claims under section 503(b)(9) of the Bankruptcy Code. **Claims under section 503(b)(9) of the Bankruptcy Code must be filed by the applicable Bar Date.**

Acts or omissions of the Debtors that occurred or arose before the Petition Date may give rise to claims against the Debtors that must be filed by the applicable Bar Date, notwithstanding that such claims may not have matured, are contingent, or have not become fixed or liquidated prior to or as of the Petition Date.

THE FACT THAT YOU HAVE RECEIVED THIS NOTICE DOES NOT MEAN THAT YOU HAVE A CLAIM OR THAT THE DEBTORS BELIEVE THAT YOU HAVE A CLAIM. A CLAIMANT SHOULD CONSULT AN ATTORNEY IF SUCH CLAIMANT HAS ANY QUESTIONS, INCLUDING WHETHER SUCH CLAIMANT SHOULD FILE A PROOF OF CLAIM.

A. Claims for Which No Proof of Claim Is Required to Be Filed

Notwithstanding the above, holders of the following claims are not required to file a Proof of Claim on or before the applicable Bar Date **solely with respect to such claim**:

- a. a claim against the Debtors for which a signed Proof of Claim has already been properly filed with the Clerk of the Bankruptcy Court for the District of Delaware or Kroll in a form substantially similar to Official Bankruptcy Form No. 410;
- b. a claim that is listed on the Debtors' Schedules if and only if (i) such claim is not scheduled as "disputed," "contingent," or "unliquidated," (ii) the holder of such claim agrees with the amount, nature, and priority of the claim as set forth in the Schedules, **and** (iii) the holder of such claim agrees with respect to the identified Debtor;
- c. an administrative expense claim allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as an expense of administration (other than any claim allowable under section 503(b)(9) of the Bankruptcy Code);
- d. an administrative expense claim for postpetition fees and expenses incurred by any professional allowable under sections 330, 331, and 503(b) of the Bankruptcy Code;
- e. a claim that has been paid in full by the Debtors in accordance with the Bankruptcy Code or an order of the Court;
- f. a claim that has been allowed by an order of the Court entered on or before the applicable Bar Date;
- g. a claim of any Debtor against another Debtor;
- h. any fees payable to the office of the U.S. Trustee under 28 U.S.C. § 1930;
- i. a claim for which specific deadlines have been fixed by an order of the Court entered on or before the applicable Bar Date;
- j. any officer or director of the Debtors as of the Petition Date who has a claim for indemnification, contribution, or reimbursement;

k. the Prepetition ABL Administrative Agent or the Prepetition Secured Parties, as set forth in paragraph 26 of the *Interim Order (I) Authorizing the Applicable Debtors to Obtain Postpetition Secured Financing; (II) Authorizing the Debtors' Use of Cash Collateral; (III) Granting Adequate Protection to Prepetition ABL Administrative Agent and the Other Prepetition Secured Parties; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* [Docket No. 79] (the "Interim DIP Order"),³ and as may be set forth in any similar provision in any subsequent and/or final order regarding the use of cash collateral and/or debtor in possession financing; and

l. a claim of any current or former employee of the Debtors who has a claim related to the Health Plans.⁴

Please take notice that any Claimant exempted from filing a Proof of Claim pursuant to paragraph A above must still properly and timely file a Proof of Claim for any other claim that does not fall within the exemptions provided by paragraph A above. As set forth above, creditors are not required to file a Proof of Claim with respect to any amounts paid by the Debtors.

B. No Bar Date for Proof of Interest

Any person or entity holding an equity security (as defined in section 101(16) of the Bankruptcy Code and including, without limitation, common stock, preferred stock, warrants, or stock options) or other ownership interest in the Debtors (an "Interest Holder") is not required to file a proof of interest on or before the applicable Bar Date; *provided*, however, that an Interest Holder that wishes to assert claims against the Debtors that arise out of or relate to the ownership or purchase of an equity security or other ownership interest, including, but not limited to, a claim for damages or rescission based on the purchase or sale of such equity security or other ownership interest, must file a Proof of Claim on or before the applicable Bar Date. The Debtors have reserved the right to establish at a later time a bar date requiring Interest Holders to file proofs of interest. If such a bar date is established, Interest Holders will be notified in writing of the bar date for filing of proofs of interest at the appropriate time.

3. WHEN AND WHERE TO FILE

All Claimants must submit (by overnight mail, courier service, hand delivery, regular mail, or in person) an original, written Proof of Claim that substantially conforms to the Proof of Claim Form so as to be **actually received** by Kroll, the Debtors' claims and notice agent, by no

³ Capitalized terms used in this subparagraph (k), but not otherwise defined in this Motion, shall have the meanings ascribed to them in the Interim DIP Order.

⁴ As defined in the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Payment of Certain Prepetition Wages, Salaries, and Other Compensation; (II) Authorizing Certain Employee Benefits and Other Associated Obligations; (III) Authorizing Banks to Honor and Process Checks and Electronic Transfer Requests Related Thereto; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* [Docket No. 11].

later than 5:00 p.m. (prevailing Eastern Time) on or before the applicable Bar Date at the following address:

If by first class mail:
Coach USA, Inc. Claims Processing Center
c/o Kroll Restructuring Administration LLC
Grand Central Station, P.O. Box 4850
New York, NY 10163-4850

If by hand delivery, or overnight courier:
Coach USA, Inc. Claims Processing Center
c/o Kroll Restructuring Administration LLC
850 3rd Avenue, Suite 412
Brooklyn, NY 11232

Alternatively, Claimants may submit a Proof of Claim electronically by completing the electronic Proof of Claim Form that can be accessed at Kroll's website, <https://cases.ra.kroll.com/coachusa/EPOC-Index>.

Proofs of Claim will be deemed timely filed only if **actually received** by Kroll on or before the applicable Bar Date. Proofs of Claim may **not** be delivered by facsimile, telecopy, or electronic mail transmission. Any facsimile, telecopy, or electronic mail submissions will **not** be accepted and will **not** be deemed filed until a Proof of Claim is submitted to Kroll by overnight mail, courier service, hand delivery, regular mail, in person, or through Kroll's website listed above.

Claimants wishing to receive acknowledgment that their Proofs of Claim were received by Kroll must submit (a) a copy of the Proof of Claim and (b) a self-addressed, stamped envelope (in addition to the original Proof of Claim sent to Kroll).

4. CONTENTS OF A PROOF OF CLAIM

With respect to preparing and filing of a Proof of Claim, the Debtors propose that each Proof of Claim be required to be consistent with the following:

a. Each Proof of Claim must: (i) be legible; (ii) include a claim amount denominated in United States dollars using, if applicable, the exchange rate as of 5:00 p.m., prevailing Eastern Time, on the Petition Date (and to the extent such claim is converted to United States dollars, state the rate used in such conversion); (iii) set forth with specificity the legal and factual basis for the alleged claim; (iv) conform substantially with the Proof of Claim Form provided by the Debtors or Official Form 410; and (v) be signed by the Claimant, or by an authorized agent or legal representative of the Claimant on behalf of the Claimant, whether such signature is an electronic signature or is ink.

b. Any Proof of Claim asserting a claim entitled to priority under section 503(b)(9) of the Bankruptcy Code must also (i) set forth with specificity: (1) the date of shipment

of the goods the Claimant contends the Debtors received in the twenty (20) days before the Petition Date; (2) the date, place, and method (including carrier name) of delivery of the goods the Claimant contends the Debtors received in the twenty (20) days before the Petition Date; (3) the value of the goods the Claimant contends the Debtors received in the twenty (20) days before the Petition Date; and (4) whether the Claimant timely made a demand to reclaim such goods under section 546(c) of the Bankruptcy Code; (ii) attach any documentation identifying the particular invoices for which a claim under section 503(b)(9) of the Bankruptcy Code is being asserted; and (iii) attach documentation of any reclamation demand made to the Debtors under section 546(c) of the Bankruptcy Code (if applicable).

c. Proofs of Claim signed electronically by the Claimant or an authorized agent or legal representative of the Claimant may be deemed acceptable for purposes of claims administration. Copies of Proofs of Claim or Proofs of Claim sent by facsimile or electronic mail will not be accepted.

d. Each Proof of Claim must clearly identify the Debtor against which a claim is asserted, including the individual Debtor's case number. A Proof of Claim filed under the joint administration case number (24-11258 (MFW)), or otherwise without identifying a specific Debtor, will be deemed as filed only against Coach USA, Inc.

e. Unless otherwise ordered by the Court, each Proof of Claim must state a claim against **only one (1)** Debtor, clearly indicate the Debtor against which the claim is asserted, and be filed on the claims register of such Debtor. To the extent more than one Debtor is listed on the Proof of Claim, such claim may be treated as if filed only against Coach USA, Inc.

f. Each Proof of Claim must include supporting documentation in accordance with Bankruptcy Rules 3001(c) and 3001(d). If, however, such documentation is voluminous, such Proof of Claim may include a summary of such documentation or an explanation as to why such documentation is not available; *provided* that any creditor shall be required to transmit such documentation to Debtors' counsel upon request no later than ten (10) days from the date of such request.

g. Each Proof of Claim must be filed, including supporting documentation so as to be **actually received** by Kroll on or before the applicable Bar Date as follows: electronically through the interface available at <https://cases.ra.kroll.com/coachusa/EPOC-Index>, or if submitted through non-electronic means, by (i) mailing the original Proof of Claim by first class mail to Coach USA, Inc. Claims Processing Center, c/o Kroll Restructuring Administration LLC, Grand Central Station, P.O. Box 4850, New York, NY 10163, or (ii) delivering such original Proof of Claim by hand or overnight courier to Coach USA, Inc. Claims Processing Center, c/o Kroll Restructuring Administration LLC, 850 3rd Avenue, Suite 412, Brooklyn, NY 11232.

h. Unless otherwise permitted by the Debtors, Proofs of Claim sent by facsimile or electronic mail will not be accepted.

i. Claimants wishing to receive acknowledgment that their Proofs of Claim were received by Kroll must submit (i) a copy of the Proof of Claim Form (in addition to the original Proof of Claim Form sent to Kroll) and (ii) a self-addressed, stamped envelope.

5. CONSEQUENCES OF FAILURE TO FILE PROOF OF CLAIM BY THE BAR DATE

Any Claimant that is required to file a Proof of Claim in these Chapter 11 Cases pursuant to the Bankruptcy Code, the Bankruptcy Rules, or the Bar Date Order with respect to a particular claim against the Debtors, but that fails to do so properly by the applicable Bar Date, may not be treated as a creditor with respect to such claim for purposes of voting and distribution.

6. CONTINGENT CLAIMS

Acts or omissions of or by the Debtors that occurred, or that are deemed to have occurred, prior to the Petition Date, including, without limitation, acts or omissions related to any indemnity agreement, guarantee, services provided to or rendered by the Debtors, or goods provided to or by the Debtors, may give rise to claims against the Debtors notwithstanding the fact that such claims (or any injuries on which they may be based) may be contingent or may not have matured or become fixed or liquidated prior to the Petition Date. Therefore, any person or entity that holds a claim or potential claim against the Debtors, no matter how remote, contingent, or unliquidated, **MUST** file a Proof of Claim on or before the applicable Bar Date.

7. THE DEBTORS' SCHEDULES

You may be listed as the holder of a claim against the Debtors in the Schedules. The Schedules are available free of charge on Kroll's website at <https://cases.ra.kroll.com/CoachUSA>. If you rely on the Schedules, it is your responsibility to determine that your claim is accurately listed in the Schedules. As described above, if (a) you agree with the nature, amount and status of your claim as listed in the Schedules **and** (b) your claim is **NOT** described as "disputed," "contingent," or "unliquidated," then you are not required to file a Proof of Claim in these Chapter 11 Cases with respect to such claim. Otherwise, or if you decide to file a Proof of Claim, you must do so before the applicable Bar Date in accordance with the procedures set forth in this Notice and the Bar Date Order.

8. RESERVATION OF RIGHTS

Nothing contained in this Notice or the Bar Date Order is intended or should be construed as a waiver of any of the Debtors' rights, including without limitation, their rights to: (a) dispute, or assert offsets or defenses against, any filed claim or any claim listed or reflected in the Schedules as to the nature, amount, liability, or classification thereof; (b) subsequently designate any scheduled claim as disputed, contingent, or unliquidated; or (c) otherwise amend or supplement the Schedules. In addition, nothing contained herein or the Bar Date Order is intended or should be construed as an admission of the validity of any claim against the Debtors or an approval, assumption, or rejection of any agreement, contract, or lease under section 365 of the Bankruptcy Code. All such rights and remedies are reserved.

9. ADDITIONAL INFORMATION

The Schedules, the Proof of Claim Form, and Bar Date Order are available free of charge on Kroll's website at <https://cases.ra.kroll.com/CoachUSA>. If you have questions concerning the filing or processing of Claims, you may contact the Debtors' claims agent, Kroll, by telephone at (844) 547-4557 (toll-free), (646) 777-2330 (international), or by email at CoachUSAInfo@ra.kroll.com. If you require additional information regarding the filing of a Proof of Claim, you may contact counsel for the Debtors in writing at the addresses below.

Dated: [●], 2024
Wilmington, Delaware

**YOUNG CONAWAY STARGATT & TAYLOR,
LLP**

/s/ DRAFT

Edmon L. Morton (No. 3856)
Sean M. Beach (No. 4070)
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- and -

ALSTON & BIRD LLP

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90 Park Avenue
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Fax: (212) 210-9444
Email: eric.wise@alston.com
matthew.kelsey@alston.com
william.hao@alston.com

*Proposed Counsel to the Debtors and Debtors in
Possession*

EXHIBIT 2

Proof of Claim Form

Fill in this information to identify the case (Select only one Debtor per claim form):

<input type="checkbox"/> Coach USA, Inc. (Case No. 24-11258)	<input type="checkbox"/> Elko, Inc. (Case No. 24-11317)	<input type="checkbox"/> Project Kenwood Acquisition, LLC (Case No. 24-11262)
<input type="checkbox"/> 3329003 Canada Inc. (Case No. 24-11350)	<input type="checkbox"/> Gad-About Tours, Inc. (Case No. 24-11344)	<input type="checkbox"/> Project Kenwood Holdings, Inc. (Case No. 24-11264)
<input type="checkbox"/> 3376249 Canada Inc. (Case No. 24-11347)	<input type="checkbox"/> Hudson Transit Corporation (Case No. 24-11290)	<input type="checkbox"/> Project Kenwood Intermediate Holdings I, Inc. (Case No. 24-11259)
<input type="checkbox"/> 349 First Street Urban Renewal Corp. (Case No. 24-11299)	<input type="checkbox"/> Hudson Transit Lines, Inc. (Case No. 24-11270)	<input type="checkbox"/> Project Kenwood Intermediate Holdings II, LLC (Case No. 24-11260)
<input type="checkbox"/> 4216849 Canada Inc. (Case No. 24-11349)	<input type="checkbox"/> Independent Bus Company, Inc. (Case No. 24-11302)	<input type="checkbox"/> Project Kenwood Intermediate Holdings III, LLC (Case No. 24-11261)
<input type="checkbox"/> All West Coachlines, Inc. (Case No. 24-11345)	<input type="checkbox"/> International Bus Services, Inc. (Case No. 24-11304)	<input type="checkbox"/> Red & Tan Charter, Inc. (Case No. 24-11333)
<input type="checkbox"/> American Coach Lines of Atlanta, Inc. (Case No. 24-11322)	<input type="checkbox"/> Kerville Bus Company, Inc. (Case No. 24-11297)	<input type="checkbox"/> Red & Tan Enterprises, Inc. (Case No. 24-11311)
<input type="checkbox"/> Barclay Airport Service, Inc. (Case No. 24-11303)	<input type="checkbox"/> KILT of RI, Inc. (Case No. 24-11323)	<input type="checkbox"/> Red & Tan Tours (Case No. 24-11339)
<input type="checkbox"/> Barclay Transportation Services, Inc. (Case No. 24-11306)	<input type="checkbox"/> Lakefront Lines, Inc. (Case No. 24-11286)	<input type="checkbox"/> Red & Tan Transportation Systems, Inc. (Case No. 24-11330)
<input type="checkbox"/> Butler Motor Transit, Inc. (Case No. 24-11316)	<input type="checkbox"/> Leisure Time Tours (Case No. 24-11331)	<input type="checkbox"/> Rockland Coaches, Inc. (Case No. 24-11284)
<input type="checkbox"/> CAM Leasing, LLC (Case No. 24-11263)	<input type="checkbox"/> Lenzner Tours, Inc. (Case No. 24-11328)	<input type="checkbox"/> Rockland Transit Corporation (Case No. 24-11324)
<input type="checkbox"/> Central Cab Company (Case No. 24-11280)	<input type="checkbox"/> Lenzner Tours, LTD (Case No. 24-11338)	<input type="checkbox"/> Route 17 North Realty, LLC (Case No. 24-11278)
<input type="checkbox"/> Central Charters & Tours, Inc. (Case No. 24-11283)	<input type="checkbox"/> Lenzner Transit, Inc. (Case No. 24-11341)	<input type="checkbox"/> Sam Van Galder, Inc. (Case No. 24-11309)
<input type="checkbox"/> Chenango Valley Bus Lines, Inc. (Case No. 24-11314)	<input type="checkbox"/> Lenzner Transportation Group, Inc. (Case No. 24-11334)	<input type="checkbox"/> Short Line Terminal Agency, Inc. (Case No. 24-11308)
<input type="checkbox"/> Clinton Avenue Bus Company (Case No. 24-11287)	<input type="checkbox"/> Limousine Rental Service Inc. (Case No. 24-11332)	<input type="checkbox"/> SL Capital Corp. (Case No. 24-11296)
<input type="checkbox"/> Coach Leasing, Inc. (Case No. 24-11305)	<input type="checkbox"/> Megabus Canada Inc. (Case No. 24-11352)	<input type="checkbox"/> Sporrán AWC, Inc. (Case No. 24-11325)
<input type="checkbox"/> Coach USA Administration, Inc. (Case No. 24-11277)	<input type="checkbox"/> Megabus Northeast, LLC (Case No. 24-11268)	<input type="checkbox"/> Sporrán GCBS, Inc. (Case No. 24-11318)
<input type="checkbox"/> Coach USA Illinois, Inc. (Case No. 24-11301)	<input type="checkbox"/> Megabus Southeast, LLC (Case No. 24-11275)	<input type="checkbox"/> Sporrán GCTC, Inc. (Case No. 24-11319)
<input type="checkbox"/> Coach USA MBT, LLC (Case No. 24-11265)	<input type="checkbox"/> Megabus Southwest, LLC (Case No. 24-11337)	<input type="checkbox"/> Sporrán RTI, Inc. (Case No. 24-11321)
<input type="checkbox"/> Coach USA Tours - Las Vegas, Inc. (Case No. 24-11320)	<input type="checkbox"/> Megabus USA, LLC (Case No. 24-11271)	<input type="checkbox"/> Suburban Management Corp. (Case No. 24-11310)
<input type="checkbox"/> Colonial Coach Corporation (Case No. 24-11279)	<input type="checkbox"/> Megabus West, LLC (Case No. 24-11342)	<input type="checkbox"/> Suburban Trails, Inc. (Case No. 24-11315)
<input type="checkbox"/> Commodore Tours, Inc. (Case No. 24-11291)	<input type="checkbox"/> Midtown Bus Terminal of New York, Inc. (Case No. 24-11329)	<input type="checkbox"/> Suburban Transit Corp. (Case No. 24-11313)
<input type="checkbox"/> Community Bus Lines, Inc. (Case No. 24-11293)	<input type="checkbox"/> Mister Sparkle, Inc. (Case No. 24-11336)	<input type="checkbox"/> The Bus Exchange, Inc. (Case No. 24-11326)
<input type="checkbox"/> Community Coach, Inc. (Case No. 24-11281)	<input type="checkbox"/> Mountaineer Coach, Inc. (Case No. 24-11340)	<input type="checkbox"/> Transportation Management Services, Inc. (Case No. 24-11288)
<input type="checkbox"/> Community Tours, Inc. (Case No. 24-11298)	<input type="checkbox"/> New York Splash Tours, LLC (Case No. 24-11276)	<input type="checkbox"/> Trentway-Wagar (Properties) Inc. (Case No. 24-11346)
<input type="checkbox"/> Community Transit Lines, Inc. (Case No. 24-11285)	<input type="checkbox"/> Olympia Trails Bus Company, Inc. (Case No. 24-11312)	<input type="checkbox"/> Trentway-Wagar Inc. (Case No. 24-11348)
<input type="checkbox"/> Community Transportation, Inc. (Case No. 24-11289)	<input type="checkbox"/> Orange, Newark, Elizabeth Bus, Inc. (Case No. 24-11295)	<input type="checkbox"/> Tri-State Coach Lines, Inc. (Case No. 24-11307)
<input type="checkbox"/> CUSARE II, Inc. (Case No. 24-11269)	<input type="checkbox"/> Pacific Coast Sightseeing Tours & Charters, Inc. (Case No. 24-11292)	<input type="checkbox"/> TRT Transportation, Inc. (Case No. 24-11327)
<input type="checkbox"/> CUSARE, Inc. (Case No. 24-11273)	<input type="checkbox"/> Paramus Northeast Mgt. Co., L.L.C. (Case No. 24-11343)	<input type="checkbox"/> Twenty-Four Corp. (Case No. 24-11335)
<input type="checkbox"/> Dillion's Bus Service, Inc. (Case No. 24-11266)	<input type="checkbox"/> Pennsylvania Transportation Systems, Inc. (Case No. 24-11274)	<input type="checkbox"/> Voyavation LLC (Case No. 24-11267)
<input type="checkbox"/> Douglas Braund Investments Limited (Case No. 24-11351)	<input type="checkbox"/> Perfect Body Inc. (Case No. 24-11300)	<input type="checkbox"/> Wisconsin Coach Lines, Inc. (Case No. 24-11282)
<input type="checkbox"/> Dragon Bus, LLC (Case No. 24-11272)	<input type="checkbox"/> Powder River Transportation Services, Inc. (Case No. 24-11294)	

Modified Official Form 410**Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense (other than a claim entitled to priority under 11 U.S.C. § 503(b)(9)). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim**1. Who is the current creditor?**

Name of the current creditor (the person or entity to be paid for this claim) _____

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?

☐ No

☐ Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

Name _____

Number _____ Street _____

City _____ State _____ ZIP Code _____

Contact phone _____

Contact email _____

Where should payments to the creditor be sent? (if different)

Name _____

Number _____ Street _____

City _____ State _____ ZIP Code _____

Contact phone _____

Contact email _____

4. Does this claim amend one already filed?

☐ No

☐ Yes. Claim number on court claims registry (if known) _____

Filed on _____
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☐ No

☐ Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim? \$ _____	Does this amount include interest or other charges? <input type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. _____
9. Is all or part of the claim secured?	<input type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☐ No

☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

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

\$ _____

☐ Up to \$3,350* 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 \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, 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 subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☐ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date _____
MM / DD / YYYY

Signature

Name of the person who is completing and signing this claim:

Name

First name

Middle name

Last name

Title

Company

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Number

Street

City

State

ZIP Code

Contact phone

Email

Instructions for Proof of Claim

United States Bankruptcy Court

12/15

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- **Fill in all of the information about the claim as of the date the case was filed.**
- **Fill in the caption at the top of the form.**
- **If the claim has been acquired from someone else, then state the identity of the last party** who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- **Attach any supporting documents to this form.**
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)

Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called “Bankruptcy Rule”) 3001(c) and (d).
- **Do not attach original documents because attachments may be destroyed after scanning.**
- **If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.**
- **A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual’s tax identification number, or financial account number, and only the year of any person’s date of birth.** See Bankruptcy Rule 9037.
- **For a minor child, fill in only the child’s initials and the full name and address of the child’s parent or guardian.** For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, enclose a stamped self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent’s website at <https://cases.ra.kroll.com/CoachUSA>.

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate. 11 U.S.C. § 503.

Claim: A creditor’s right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Claim Pursuant to 11 U.S.C. § 503(b)(9): A claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of the Debtor’s business. Attach documentation supporting such claim.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. § 507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Secured claim under 11 U.S.C. § 506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of § 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Please send completed Proof(s) of Claim to:

If by first class mail:

Coach USA, Inc. Claims Processing Center
c/o Kroll Restructuring Administration LLC
Grand Central Station, PO Box 4850
New York, NY 10163-4850

If by overnight courier or hand delivery:

Coach USA, Inc. Claims Processing Center
c/o Kroll Restructuring Administration LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232

Do not file these instructions with your form

EXHIBIT 3

Publication Notice

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

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

**NOTICE OF DEADLINE FOR THE FILING OF PROOFS OF CLAIM, INCLUDING
FOR CLAIMS ASSERTED UNDER SECTION 503(b)(9) OF THE BANKRUPTCY CODE**

THE GENERAL BAR DATE IS 5:00 P.M. (PREVAILING EASTERN TIME) ON [●]

PLEASE TAKE NOTICE OF THE FOLLOWING:

On June 11, 2024 (the “Petition Date”), the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “Court”). On [●], 2024, the Court entered an order [Docket No. [●]] (the “Bar Date Order”)² establishing certain deadlines for the filing of proofs of claim in these Chapter 11 Cases of the following Debtors:

<u>Debtor</u>	<u>Case No.</u>	<u>EID# (Last 4 Digits)</u>
Coach USA, Inc.	24-11258	8391
Project Kenwood Intermediate Holdings I, Inc.	24-11259	7628
Project Kenwood Intermediate Holdings II, LLC	24-11260	1798
Project Kenwood Intermediate Holdings III, LLC	24-11261	4431
Project Kenwood Acquisition, LLC	24-11262	5607
Dillon’s Bus Service, Inc.	24-11266	4398
Hudson Transit Lines, Inc.	24-11270	3545
CAM Leasing, LLC	24-11263	8372
Megabus Northeast, LLC	24-11268	2401
Megabus Southeast, LLC	24-11275	2940
Coach USA MBT, LLC	24-11265	0116
Megabus USA, LLC	24-11271	4274
Voyavation LLC	24-11267	2542

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors’ mailing address is 160 S Route 17 North, Paramus, NJ 07652.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bar Date Order, unless otherwise noted.

Pennsylvania Transportation Systems, Inc.	24-11274	5613
Dragon Bus, LLC	24-11272	0285
New York Splash Tours, LLC	24-11276	3629
CUSARE, Inc.	24-11273	6030
CUSARE II, Inc.	24-11269	1287
Project Kenwood Holdings, Inc.	24-11264	9198
Coach USA Administration, Inc.	24-11277	0869
Route 17 North Realty, LLC	24-11278	8902
Central Cab Company	24-11280	2479
Central Charters & Tours, Inc.	24-11283	5205
Transportation Management Services, Inc.	24-11288	4051
Hudson Transit Corporation	24-11290	4320
Powder River Transportation Services, Inc.	24-11294	7170
SL Capital Corp.	24-11296	3536
349 First Street Urban Renewal Corp.	24-11299	0429
Barclay Airport Service, Inc.	24-11303	0127
Barclay Transportation Services, Inc.	24-11306	7007
Colonial Coach Corporation	24-11279	2520
Community Coach, Inc.	24-11281	8733
Community Transit Lines, Inc.	24-11285	4779
Community Transportation, Inc.	24-11289	1172
Orange, Newark, Elizabeth Bus, Inc.	24-11295	6588
Perfect Body Inc.	24-11300	4220
International Bus Services, Inc.	24-11304	5636
Short Line Terminal Agency, Inc.	24-11308	4612
Suburban Management Corp.	24-11310	2287
Suburban Transit Corp.	24-11313	3572
Suburban Trails, Inc.	24-11315	5681
Rockland Coaches, Inc.	24-11284	5368
Clinton Avenue Bus Company	24-11287	6725
Commodore Tours, Inc.	24-11291	1944
Community Bus Lines, Inc.	24-11293	0714
Community Tours, Inc.	24-11298	9770
Coach USA Illinois, Inc.	24-11301	4935
Coach Leasing, Inc.	24-11305	8001
Tri-State Coach Lines, Inc.	24-11307	4712
Sam Van Galder, Inc.	24-11309	6253
Wisconsin Coach Lines, Inc.	24-11282	0146
Lakefront Lines, Inc.	24-11286	4207
Pacific Coast Sightseeing Tours & Charters, Inc.	24-11292	3469
Kerrville Bus Company, Inc.	24-11297	4360
Independent Bus Company, Inc.	24-11302	8670
Olympia Trails Bus Company, Inc.	24-11312	0015
Butler Motor Transit, Inc.	24-11316	8249
Coach USA Tours – Las Vegas, Inc.	24-11320	6206

TRT Transportation, Inc.	24-11327	6051
Lenzner Tours, Inc.	24-11328	2220
Limousine Rental Service Inc.	24-11332	0881
Megabus Southwest, LLC	24-11337	4377
Megabus West, LLC	24-11342	8840
Paramus Northeast Mgt. Co., L.L.C.	24-11343	9192
Gad-About Tours, Inc.	24-11344	6355
All West Coachlines, Inc.	24-11345	2792
Red & Tan Enterprises, Inc.	24-11311	9682
Chenango Valley Bus Lines, Inc.	24-11314	3732
Elko, Inc.	24-11317	9542
American Coach Lines of Atlanta, Inc.	24-11322	9769
Rockland Transit Corporation	24-11324	3830
The Bus Exchange, Inc.	24-11326	2022
Midtown Bus Terminal of New York, Inc.	24-11329	3100
Leisure Time Tours	24-11331	9654
Twenty-Four Corp.	24-11335	8904
Lenzner Tours, Ltd	24-11338	3214
Lenzner Transit, Inc.	24-11341	1783
Sporran GCBS, Inc.	24-11318	2104
Sporran RTI, Inc.	24-11321	3781
KILT of RI, Inc.	24-11323	7380
Sporran AWC, Inc.	24-11325	0467
Sporran GCTC, Inc.	24-11319	1629
Red & Tan Transportation Systems, Inc.	24-11330	6701
Red & Tan Charter, Inc.	24-11333	0702
Red & Tan Tours	24-11339	0064
Lenzner Transportation Group, Inc.	24-11334	0247
Mister Sparkle, Inc.	24-11336	4259
Mountaineer Coach, Inc.	24-11340	4023
3329003 Canada Inc.	24-11350	N/A
Megabus Canada Inc.	24-11352	N/A
3376249 Canada Inc.	24-11347	N/A
4216849 Canada Inc.	24-11349	N/A
Trentway-Wagar (Properties) Inc.	24-11346	N/A
Trentway-Wagar Inc.	24-11348	N/A
Douglas Braund Investments Limited	24-11351	N/A

Pursuant to the Bar Date Order, each person or entity (including, without limitation, each individual, partnership, joint venture, corporation, estate, and trust) that holds or seeks to assert a claim (as defined in section 101(5) of the Bankruptcy Code) against the Debtors that arose, or is deemed to have arisen, prior to the Petition Date (including, without limitation, claims entitled to administrative priority status under section 503(b)(9) of the Bankruptcy Code), no matter how remote or contingent such right to payment or equitable remedy may be, **MUST FILE A PROOF OF CLAIM** on or before 5:00 p.m. (prevailing Eastern Time), on [●], 2024

(the “General Bar Date”), by sending an original proof of claim form to Kroll Restructuring Administration LLC (“Kroll”), or by completing the online proof of claim form available at <https://cases.ra.kroll.com/coachusa/EPOC-Index>, so that it is **actually received** on or before the General Bar Date; *provided* that, solely with respect to governmental units (as defined in section 101(27) of the Bankruptcy Code), the deadline for such governmental units to file a proof of claim against the Debtors is December 9, 2024 at 5:00 p.m. (prevailing Eastern Time) (the “Governmental Bar Date”).

All entities holding claims against the Debtors arising from the rejection of executory contracts and unexpired leases of the Debtors are required to file proofs of claim by the later of (a) the General Bar Date or Governmental Bar Date, as applicable, and (b) 5:00 p.m., prevailing Eastern Time, on the date that is thirty (30) days following entry of an order approving the rejection of any executory contract or unexpired lease of the Debtors (the “Rejection Damages Bar Date”).

All entities asserting claims against the Debtors that are affected by an amendment or supplement to the Schedules are required to file a proof of claim or amend any previously filed proof of claim in respect of the amended scheduled claim by the later of (a) the General Bar Date or the Governmental Bar Date, as applicable, and (b) 5:00 p.m., prevailing Eastern Time, on the date that is twenty-one (21) days from the date on which the Debtors mail notice of the amendment to the Schedules (or another time period as may be fixed by the Court) (the “Amended Schedules Bar Date”).

Proofs of claim must be sent by overnight mail, courier service, hand delivery, regular mail, or in person, or completed electronically through Kroll’s website. Proofs of claim sent by facsimile, telecopy, or electronic mail will **not** be accepted and will **not** be considered properly or timely filed for any purpose in these Chapter 11 Cases.

ANY PERSON OR ENTITY THAT IS REQUIRED TO FILE A PROOF OF CLAIM IN THESE CHAPTER 11 CASES WITH RESPECT TO A PARTICULAR CLAIM AGAINST THE DEBTORS, BUT THAT FAILS TO DO SO PROPERLY BY THE APPLICABLE BAR DATE, MAY NOT BE TREATED AS A CREDITOR WITH RESPECT TO SUCH CLAIM FOR PURPOSES OF VOTING AND DISTRIBUTION.

A copy of the Bar Date Order and proof of claim form may be obtained by contacting the Debtors’ Claims Agent, in writing, at Kroll, Coach USA, Inc. Claims Processing Center c/o Kroll Restructuring Administration LLC 850 3rd Avenue, Suite 412, Brooklyn, NY 11232, or online at <https://cases.ra.kroll.com/CoachUSA>. The Bar Date Order can also be viewed on the Court’s website at www.deb.uscourts.gov. If you have questions concerning the filing or processing of claims, you may contact the Debtors’ claims agent, Kroll, by telephone at (844) 547-4557 (toll-free), (646) 777-2330 (international), or by email at CoachUSAInfo@ra.kroll.com.

SCHEDULE M
DE MINIMIS ASSETS ORDER

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

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket No. 101

**ORDER AUTHORIZING AND APPROVING PROCEDURES FOR
THE SALE, TRANSFER, OR ABANDONMENT OF DE MINIMIS ASSETS**

Upon the *Debtors' Motion for an Order Authorizing and Approving Procedures for the Sale, Transfer, or Abandonment of De Minimis Assets* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Motion; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these Chapter 11 Cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and a hearing having been held to consider the relief requested in the Motion; and upon the record of the hearing on the Motion and all of the proceedings had before this Court; and this Court having found and determined that the

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors' mailing address is 160 S Route 17 North, Paramus, NJ 07652.

² All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Motion.

relief sought in the Motion is in the best interests of the Debtors and their estates, their creditors, and all other parties in interest; and this Court having determined that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors are authorized, but not directed, to sell or transfer the De Minimis Assets upon the filing of a certification the ("Certification") and entry of an order, in accordance with the De Minimis Asset Sale Procedures as set forth herein.
3. With regard to sales or transfers of the De Minimis Assets in any individual transaction or series of related transactions to a single buyer or group of related buyers (each, a "De Minimis Asset Purchaser") with an aggregate selling price equal to or less than \$1,500,000, the following De Minimis Asset Sale Procedures are hereby approved; *provided, however*, that any De Minimis Asset Sale to a De Minimis Asset Purchaser with an aggregate selling price equal to or less than \$500,000 shall not be subject to the following procedures (other than (i) the application of proceeds provided in 3(h) below and (ii) any De Minimis Asset Sale with an aggregate selling price greater than \$100,000 shall be subject to the DIP Agent Consent Right and the Committee Consult Right (as defined below)), and such transaction may be consummated without further notice (except five (5) business days' notice to any known lien holder and entry of an order submitted under Certification) or hearing following entry of this Order:
 - a. The Debtors are authorized to consummate De Minimis Asset Sale(s) if (i) the DIP Agent has provided prior written consent to the

proposed sale or transfer (or series of sales or transfers) (which consent may be provided by counsel by email) (the “DIP Agent Consent Right”), (ii) the Debtors have consulted with the Official Committee of Unsecured Creditors (the “Committee”) regarding the proposed sale or transfer (or series of sales or transfers) at least five (5) business days prior to the consummation of such sale(s) or transfer(s) (the “Committee Consult Right”), (iii) the Debtors determine in the reasonable exercise of their business judgment that such sales or transfers are in the best interest of their estates (other than notice to the De Minimis Asset Notice Parties and entry of an order submitted under Certification, as set forth below).

- b. Any such transaction(s) shall be free and clear of all liens, with such liens attaching only to the sale or transfer proceeds, if any, pursuant to section 363 of the Bankruptcy Code, with the same validity, extent, and priority as had attached to the De Minimis Assets immediately prior to such sale or transfer.
- c. At least five (5) business days prior to the proposed closing of any De Minimis Asset Sale, the Debtors shall give written notice of each sale substantially in the form attached hereto as Exhibit 1 (the “De Minimis Asset Sale Notice”) by email, if available, or otherwise by overnight delivery to: (i) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attn: Richard Schepacarter (Richard.Schepacarter@usdoj.gov)); (ii) counsel to the Official Committee of Unsecured Creditors, (A) Brown Rudnick LLP, 7 Times Square, New York, New York 10036 (Attn: Robert J. Stark (rstark@brownrudnick.com), Bennett S. Silverberg (bsilverberg@brownrudnick.com), Sharon I. Dwoskin (sdwoskin@brownrudnick.com)) and (B) Faegre Drinker Biddle & Reath, LLP, 222 Delaware Ave. Suite 1410, Wilmington, Delaware 19801 (Attn: Patrick A. Jackson (Patrick.jackson@faegredrinker.com)); (iii) counsel to the Prepetition ABL Administrative Agent and DIP Agent, Goldberg Kohn Ltd., 55 E. Monroe St., Chicago, Illinois 60603 (Attn: William A. Starshak (William.Starshak@goldbergkohn.com), Dimitri G. Karcazes (Dimitri.Karcazes@goldbergkohn.com), Prisca M. Kim (prisca.kim@goldbergkohn.com), and Nicole P. Bruno (Nicole.Bruno@goldbergkohn.com)), (iv) Richards, Layton & Finger, P.A., 920 North King Street, Wilmington, Delaware, (Attn: John H. Knight (knight@rlf.com) and Paul N. Heath (heath@rlf.com)); and (v) any known affected creditor(s) asserting a lien, claim, or encumbrance on the relevant property (collectively, the “De Minimis Asset Notice Parties”).

- d. The content of the De Minimis Asset Sale Notice shall consist of (i) reasonably specific identification of the proposed De Minimis Assets being sold or transferred; (ii) identification of the proposed De Minimis Asset Purchaser and their relationship (if any) to the Debtors; (iii) the proposed selling price; and (iv) the material terms of the sale or transfer agreement, including, but not limited to, any payments to be made by the Debtors on account of commissions or other fees to agents, brokers, auctioneers, and liquidators.
- e. If no written objections from the De Minimis Asset Notice Parties are filed with the Court within five (5) business days after service of such De Minimis Asset Sale Notice (or such longer period as agreed to by the Debtors), then the Debtors shall be authorized to submit a proposed order under Certification, and after entry of such order, immediately consummate such sale or transfer.
- f. If any De Minimis Asset Notice Party files a written objection to any such sale or transfer with the Court within five (5) business days after service of such De Minimis Asset Sale Notice (or such longer period as agreed to by the Debtors), then the relevant De Minimis Asset shall be sold or transferred only upon submission of a consensual form of order resolving the objection as between the Debtors and the objecting party or further order of the Court after notice and a hearing. Any such objections shall be served on the De Minimis Asset Notice Parties.
- g. In the event a hearing is required to resolve an objection, such objection shall be heard at the next scheduled omnibus hearing date that is at least seven (7) calendar days from the date of the filing of such notice or such other date set by the Court based upon the exigencies of the circumstances surrounding such assignment.
- h. All proceeds of sales or transfers of De Minimis Assets shall be applied in accordance with the terms of the Financing Order (as defined in the DIP Credit Agreement (as defined in the Bidding Procedures Motion)).

4. Pursuant to section 363(f) of the Bankruptcy Code, any property sold pursuant to the De Minimis Asset Sale Procedures shall be sold free and clear of any and all liens, mortgages, security interests, conditional sales or title retention agreements, pledges, hypothecations, consensual liens, judicial liens, statutory liens, judgments, encumbrances, or claims of any kind or nature (including, without limitation, any and all “claims” as defined in

section 101(5) of the Bankruptcy Code) (collectively, “Liens and Claims”), and such Liens and Claims shall attach to the proceeds of the sale of such assets with the same validity and enforceability, to the same extent, subject to the same defenses, and with the same amount and priority as they attached to such assets immediately prior to the closing of the applicable sale.

5. The absence of an objection to the relief requested in the Motion combined with the absence of a timely objection to the sale of property by a holder of a Lien or Claim that has received a De Minimis Asset Sale Notice in accordance with the terms of this Order shall be determined to be “consent” to such sale within the meaning of section 363(f)(2); *provided, however*, that the written consent of the DIP Agent shall be required prior to any sale or transfer of De Minimis Assets (which consent may be provided by counsel by email) with an aggregate selling price greater than \$100,000.

6. Sales of property consummated pursuant to the De Minimis Asset Sale Procedures shall be deemed arm’s-length transactions entitled to the protections of section 363(m) of the Bankruptcy Code.

7. All buyers shall take assets sold by the Debtors pursuant to the De Minimis Asset Sale Procedures “as is” and “where is,” without any representations or warranties from the Debtors as to quality or fitness of such assets for either their intended or any particular purpose.

8. The Debtors shall provide a written report or reports, within thirty (30) days after the last day of each calendar month (to the extent De Minimis Asset Sales were consummated for the relevant month), concerning any such sales or transfers made in accordance with the relief granted by this Order (including the names of the purchasing parties and the types of amounts of the sales) to the De Minimis Asset Notice Parties and those parties requesting notice under Bankruptcy Rule 2002.

9. Pursuant to sections 105(a) and 554(a) of the Bankruptcy Code, the Debtors, with the consent of the DIP Agent (which consent may be provided by counsel by email) and following consultation with the Committee, are authorized, but not directed, to abandon personal property in accordance with the following procedures:

Abandonment. For personal property for which the Debtors are unable to find purchasers and the Debtors determine, after consultation with their professional advisors, that the cost to maintain, relocate, and/or store such personal property outweighs any potential recovery from a future sale:

- a. Business Judgment Standard. The Debtors shall be authorized to abandon such property, subject to the procedures set forth herein, if the Debtors determine in the reasonable exercise of their business judgment that such abandonment is in the best interest of the Debtors' estates,; provided, however, that nothing in this Order shall authorize the Debtors to abandon any personally identifiable information of any person (including any of the Debtors' employees) or any business records necessary for the prosecution of the Chapter 11 Cases and not otherwise available to the Debtors.
- b. Abandonment Notice. The Debtors shall, at least five (5) business days prior to abandoning such property, file on the Court's docket and serve a written notice of such abandonment by e-mail, facsimile, or overnight delivery service (each notice, an "Abandonment Notice") on: (i) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attn: Richard Schepacarter (Richard.Schepacarter@usdoj.gov)); (ii) counsel to the Official Committee of Unsecured Creditors, (A) Brown Rudnick LLP, 7 Times Square, New York, New York 10036 (Attn: Robert J. Stark (rstark@brownrudnick.com), Bennett S. Silverberg (bsilverberg@brownrudnick.com), Sharon I. Dwoskin (sdwoskin@brownrudnick.com)) and (B) Faegre Drinker Biddle & Reath, LLP, 222 Delaware Ave. Suite 1410, Wilmington, Delaware 19801 (Attn: Patrick A. Jackson (Patrick.jackson@faegredrinker.com)); (iii) counsel to the Prepetition ABL Administrative Agent and DIP Agent, Goldberg Kohn Ltd., 55 E. Monroe St., Chicago, Illinois 60603 (Attn: William A. Starshak (William.Starshak@goldbergkohn.com), Dimitri G. Karcazes (Dimitri.Karcazes@goldbergkohn.com), Prisca M. Kim (prisca.kim@goldbergkohn.com), and Nicole P. Bruno (Nicole.Bruno@goldbergkohn.com)), (iv) Richards, Layton & Finger, P.A., 920 North King Street, Wilmington, Delaware, (Attn: John H. Knight (knight@rlf.com) and Paul N. Heath (heath@rlf.com)); and

(v) any known affected creditor(s) asserting a lien, claim, or encumbrance on the relevant property (the “Abandonment Notice Parties”), which Abandonment Notice shall consist of:
(i) identification of the property being abandoned and its location;
(ii) a summary of the reasons for abandoning such property; (iii) the entity to whom the property is proposed to be abandoned, if any; and
(iv) the date and time within which objections must be filed and served on the Debtors (as set forth below).

- c. Objection Procedures. Parties objecting to an Abandonment Notice must file and serve a written objection so that such objection is filed with the Court and is actually received by counsel to the Debtors no later than five (5) business days after the date the Debtors serve the relevant Abandonment Notice.
- d. No Objection. If no objection to an Abandonment Notice is timely filed by any of the Abandonment Notice Parties within five (5) business days of service of such Abandonment Notice, the Debtors are authorized to submit a proposed order under Certification, and after entry of such order, immediately abandon the relevant property.
- e. Unresolved Objections. If a timely objection is filed and not withdrawn or resolved, the Debtors shall file a notice of hearing to consider the unresolved objection. If such objection is overruled or withdrawn, or if the abandonment of the property is specifically approved by further order of the Court, the Debtors shall be authorized to immediately abandon such property.

10. The Debtors may not abandon De Minimis Assets to insiders, as that term is defined in section 101(31) of the Bankruptcy code, without a further order of this Court.

11. For the avoidance of doubt, this Order does not authorize the sale or abandonment of the Debtors’ books and records, and any such books and records, including, but not limited to, electronically stored information, shall be preserved absent further order of this Court.

12. Nothing contained herein shall prejudice the rights of the Debtors to seek authorization for the sale, transfer, or abandonment of any other asset in accordance with the Bankruptcy Code, Bankruptcy Rules, and the Local Rules.

13. Service of the Motion and the De Minimis Asset Sale Notice or Abandonment Notice, as applicable, is sufficient notice of the sale, transfer, or abandonment of the applicable

property of the Debtors, and shall be deemed sufficient notice in accordance with Bankruptcy Rules 6004 and 6007.

14. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) are satisfied by such notice.

15. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any prepetition claim against a Debtor entity; (b) a waiver of the Debtors' or any other party in interest's right to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion or a finding that any particular claim is an administrative expense or other priority claim; (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the rights of any party in interest under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

16. The De Minimis Asset Sale Notice substantially in the form attached to this Order as Exhibit 1 is hereby authorized and approved, and service of the De Minimis Asset Sale Notice is sufficient notice of the sale or transfer of such applicable assets.

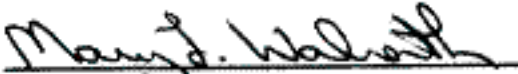
17. The Abandonment Notice, substantially in the form attached to this Order as Exhibit 2, is hereby authorized and approved, and service of the Abandonment Notice is sufficient notice of the abandonment of the applicable assets.

18. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

19. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

20. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: July 10th, 2024
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

31799378.6

EXHIBIT 1

Form of De Minimis Asset Sale Notice

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

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Obj. Deadline: [_____] at 4:00 p.m. (ET)

NOTICE OF *DE MINIMIS* ASSET SALE

PLEASE TAKE NOTICE that, on June 11, 2024, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code.

PLEASE TAKE FURTHER NOTICE that, on _____, 2024, the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) entered an *Order Authorizing and Approving Procedures for the Sale, Transfer, or Abandonment of De Minimis Assets* [Docket No. ____] the (“De Minimis Asset Sale Order”), whereby the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) authorized the Debtors to sell, transfer or abandon certain assets having de minimis value to the Debtors’ estates (the “De Minimis Assets”). All interested parties should carefully read the De Minimis Asset Sale Order and the De Minimis Asset Sale Procedures set forth therein. The De Minimis Asset Sale Order is available on the website of the Debtors’ claims and noticing agent, Kroll Restructuring Administration LLC, at <https://cases.ra.kroll.com/CoachUSA>.

PLEASE TAKE FURTHER NOTICE that, in accordance with the De Minimis Asset Sale Procedures, the Debtors intend to sell or transfer the De Minimis Assets (the “De Minimis Asset Sale”) set forth on Schedule 1 attached hereto (the “Sale Schedule”). In accordance with the De Minimis Asset Sale Procedures, the Sale Schedule includes: (i) reasonably specific identification of the proposed De Minimis Assets being sold or transferred; (ii) identification of the proposed De Minimis Asset Purchaser and their relationship (if any) to the Debtors; (iii) the proposed selling price; and (iv) the material terms of the sale or transfer agreement, including, but not limited to, any payments to be made by the Debtors on account of commissions or other fees to agents, brokers, auctioneers, and liquidators.

PLEASE TAKE FURTHER NOTICE that, pursuant to the De Minimis Asset Sale Order, any recipient of this notice may object to the proposed sale within five (5) business days of service of this notice. Objections must: (i) be in writing; and (ii) filed with the Bankruptcy Court

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors’ mailing address is 160 S Route 17 North, Paramus, NJ 07652.

to be received by 4:00 p.m. (prevailing Eastern Time) within five (5) calendar days of service of this notice (the “Objection Deadline”) and served on counsel for the Debtors, (A) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801 (Attn: Sean M. Beach (sbeach@ycst.com) and Joseph M. Mulvihill (JMulvihill@ycst.com)) and (B) Alston & Bird LLP, 90 Park Avenue, New York, NY 10016 (Attn: Matthew K. Kelsey (matthew.kelsey@alston.com), Eric Wise (eric.wise@alston.com), and William Hao (william.hao@alston.com)); and counsel the Official Committee of Unsecured Creditors, (A) Brown Rudnick LLP, 7 Times Square, New York, New York 10036 (Attn: Robert J. Stark (rstark@brownrudnick.com), Bennett S. Silverberg (bsilverberg@brownrudnick.com), Sharon I. Dwoskin (sdwoskin@brownrudnick.com)) and (B) Faegre Drinker Biddle & Reath, LLP, 222 Delaware Ave. Suite 1410, Wilmington, Delaware 19801 (Attn: Patrick A. Jackson (Patrick.jackson@faegredrinker.com)).

PLEASE TAKE FURTHER NOTICE THAT, SHOULD A HEARING BE REQUIRED TO RESOLVE AN OBJECTION, SUCH OBJECTION SHALL BE HEARD AT THE NEXT SCHEDULED OMNIBUS HEARING DATE THAT IS AT LEAST SEVEN (7) CALENDAR DAYS FROM THE DATE OF THE FILING OF SUCH NOTICE OR SUCH OTHER DATE SET BY THE COURT BASED UPON THE EXIGENCIES OF THE CIRCUMSTANCES SURROUNDING SUCH ASSIGNMENT.

PLEASE TAKE FURTHER NOTICE THAT, IF AN OBJECTION IS NOT FILED AND SERVED ON OR BEFORE THE OBJECTION DEADLINE IN ACCORDANCE WITH THE DE MINIMIS ASSET SALE ORDER, THEN THE DEBTORS SHALL BE AUTHORIZED, PURSUANT TO THE DE MINIMIS ASSET SALE ORDER, TO CONSUMMATE THE PROPOSED DE MINIMIS ASSET SALE IN ACCORDANCE WITH THE TERMS SET FORTH ON THE ATTACHED SALE SCHEDULE WITHOUT FURTHER NOTICE OR HEARING, AND YOU SHALL BE DEEMED TO HAVE WAIVED AND RELEASED ANY RIGHT TO ASSERT SUCH AN OBJECTION.

Dated: _____, 2024
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ DRAFT

Sean M. Beach (No. 4070)
Joseph M. Mulvihill (No. 6061)
Timothy R. Powell (No. 6894)
Rebecca L. Lamb (No. 7223)
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- and -

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matthew.kelsey@alston.com
william.hao@alston.com

Counsel to the Debtors and Debtors in Possession

Schedule of Assets to be Sold

<u>Item(s) to be Sold</u>	<u>Purchaser</u>	<u>Quantity</u>	<u>Proposed Price</u>	<u>Terms of Sale</u>

EXHIBIT 2

Abandonment Notice

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

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Obj. Deadline: [_____] at 4:00 p.m. (ET)

NOTICE OF INTENT TO ABANDON DE MINIMIS ASSETS

PLEASE TAKE NOTICE that, on June 11, 2024, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code.

PLEASE TAKE FURTHER NOTICE that, on _____, 2024, the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) entered an *Order Authorizing and Approving Procedures for the Sale, Transfer, or Abandonment of De Minimis Assets* [Docket No. ____] the (“De Minimis Asset Sale Order”), whereby the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) authorized the Debtors to sell, transfer or abandon certain assets having de minimis value to the Debtors’ estates (the “De Minimis Assets”). All interested parties should carefully read the De Minimis Asset Sale Order and the De Minimis Asset Sale Procedures set forth therein. The De Minimis Asset Sale Order is available on the website of the Debtors’ claims and noticing agent, Kroll Restructuring Administration LLC, at <https://cases.ra.kroll.com/CoachUSA>.

PLEASE TAKE FURTHER NOTICE that, in accordance with the De Minimis Asset Sale Procedures, the Debtors intend to abandon the De Minimis Assets (the “De Minimis Asset Sale”) set forth on Schedule 1 attached hereto (the “Schedule”). In accordance with the De Minimis Asset Sale Procedures, the Schedule includes: (i) identification of the property being abandoned and its location; (ii) a summary of the reasons for abandoning such property; and (iii) the entity to whom the property is proposed to be abandoned, if any.

PLEASE TAKE FURTHER NOTICE that, pursuant to the De Minimis Asset Sale Order, any recipient of this notice may object to the proposed abandonment within five (5) business days of service of this notice. Objections must: (i) be in writing; and (ii) filed with the Bankruptcy Court to be received by 4:00 p.m. (prevailing Eastern Time) within five (5) calendar days of service of this notice (the “Objection Deadline”) and served on counsel for the Debtors (A) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801 (Attn: Sean M. Beach (sbeach@ycst.com) and Joseph M. Mulvihill (JMulvihill@ycst.com)) and (B) Alston & Bird LLP, 90 Park Avenue, New York, NY 10016 (Attn: Matthew K. Kelsey

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors’ mailing address is 160 S Route 17 North, Paramus, NJ 07652.

(matthew.kelsey@alston.com), Eric Wise (eric.wise@alston.com), and William Hao (william.hao@alston.com)); and counsel for the Official Committee of Unsecured Creditors, (A) Brown Rudnick LLP, 7 Times Square, New York, New York 10036 (Attn: Robert J. Stark (rstark@brownrudnick.com), Bennett S. Silverberg (bsilverberg@brownrudnick.com), Sharon I. Dwoskin (sdwoskin@brownrudnick.com)) and (B) Faegre Drinker Biddle & Reath, LLP, 222 Delaware Ave. Suite 1410, Wilmington, Delaware 19801 (Attn: Patrick A. Jackson (Patrick.jackson@faegredrinker.com)).

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PLEASE TAKE FURTHER NOTICE THAT, IF AN OBJECTION IS NOT FILED AND SERVED ON OR BEFORE THE OBJECTION DEADLINE IN ACCORDANCE WITH THE DE MINIMIS ASSET SALE ORDER, THEN THE DEBTORS SHALL BE AUTHORIZED, PURSUANT TO THE DE MINIMIS ASSET SALE ORDER, TO ABANDON THE ASSETS IN ACCORDANCE WITH THE TERMS SET FORTH ON THE ATTACHED SCHEDULE WITHOUT FURTHER NOTICE OR HEARING, AND YOU SHALL BE DEEMED TO HAVE WAIVED AND RELEASED ANY RIGHT TO ASSERT SUCH AN OBJECTION.

Dated: _____, 2024
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ DRAFT

Sean M. Beach (No. 4070)
Joseph M. Mulvihill (No. 6061)
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william.hao@alston.com

Counsel to the Debtors and Debtors in Possession

Schedule of Assets to be Abandoned

<u>Item(s) to be Abandoned</u>	<u>Location</u>	<u>Reason for Abandonment</u>	<u>Entity to Whom the Property is Abandoned</u>

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS Court File No: CV-24-00722168-00CL
AMENDED

AND IN THE MATTER OF MEGABUS CANADA INC., 3376249 CANADA INC., 4216849 CANADA INC., TRENTWAY-WAGAR (PROPERTIES)
INC., TRENTWAY-WAGAR INC. AND DOUGLAS BRAUND INVESTMENTS LIMITED

APPLICATION OF COACH USA, INC. UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS
AMENDED

Applicant

Ontario
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced at Toronto

SUPPLEMENTAL ORDER
(FOREIGN MAIN PROCEEDING)

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