Court File No.: CV-24-00722168-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

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 AMENDED

Applicant

MOTION RECORD

(Returnable July 29, 2024)

July 25, 2024

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Lawyers for the Applicants

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

Applicant

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TAB 1

Court File No.: CV-24-00722168-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

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 AMENDED

Applicant

NOTICE OF MOTION
(Returnable July 29, 2024)

MOTION

Coach USA, Inc. (the "**Applicant**" or "**Coach USA**"), in its capacity as foreign representative (the "**Foreign Representative**") in respect of the proceedings commenced by Coach USA and the Chapter 11 Debtors (as defined below), including 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**") under chapter 11 of the United States Bankruptcy Code (the "**Chapter 11 Cases**") will make a motion before Justice Kimmel of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") on July 29, 2024 at 9:30 a.m., or as soon thereafter as the motion can be heard.

PROPOSED METHOD OF HEARING: The motion is to be heard:

[ ] In writing under subrule 37.12.1(1).

[ ] In writing as an opposed motion under subrule 37.12.1(4).

[ ] In person.

[ ] By telephone conference.

[X] By video conference.

At a Zoom link to be provided by the Court in advance of the motion.

THIS MOTION IS FOR:

1. An order (the "**Third Supplemental Order**") substantially in the form contained in the Motion Record of the Applicant, among other things, recognizing and enforcing the Bidding Procedures Order, NewCo Bidding Procedures Order and Final DIP Order (each as defined below) entered by the United States Bankruptcy Court for the District of Delaware (the "**U.S. Court**") pursuant to section 49 of *the Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), and granting certain related relief.

2. Such further and other relief as counsel may request and this Court may permit.

THE GROUNDS FOR THIS MOTION are as follows:

The Chapter 11 Cases and CCAA Proceedings[1]

3. On June 11, 2024, Coach USA and certain of its affiliates, including the Canadian Debtors (collectively, the "**Chapter 11 Debtors**") commenced the Chapter 11 Cases by filing voluntary petitions with the U.S. Court.

4. Following a hearing in respect of the first day motions filed by the Chapter 11 Debtors the U.S. Court granted certain interim and final orders (the "**First Day Order**s"), including an order authorizing Coach USA to act as the Foreign Representative of the Chapter 11 Cases.

5. The relief granted by the U.S. Court included the granting of the Interim DIP Order, which approved the DIP Agreement and the DIP Facility contemplated thereby on an interim basis.

6. On June 14, 2024 the Court granted: (a) the Initial Recognition Order, among other things recognizing Coach USA as the Foreign Representative, recognizing the Chapter 11 Cases as "foreign main proceedings" under the CCAA (these proceedings hereinafter referred to as the "**CCAA Proceedings**") and granting related stays of proceedings in favor of the Canadian Debtors; and (b) the First Supplemental Order, among other things, appointing Alvarez & Marsal Canada Inc., as the information officer (in such capacity, the "**Information Officer**"), recognizing certain of the First Day Orders and granting the Administration Charge, the Directors' Charge and the DIP Charge.

[1] Capitalized terms used and not defined herein, unless otherwise indicated, have the meaning given to them in the Affidavit of Spencer Ware, sworn July 25, 2024 (the "**Third Ware Affidavit**").

7. On July 9, 2024 the Chapter 11 Debtors attended a further hearing with the U.S. Court wherein they sought certain final orders (the "**Final First Day Orders**") and certain further orders (the "**Second Day Orders**"). On July 18, 2024, the Court granted the Second Supplemental Order recognizing the Final First Day Orders and Second Day Orders.

8. In addition to the aforementioned relief, on July 9, 2024, the Chapter 11 Debtors intended to seek approval of the Original Bidding Procedures Order. As a result of the Objections (as defined and discussed below), the Original Bidding Procedures Order was bifurcated into the NewCo Bidding Procedures Order and Bidding Procedures Order, with only the Bidding Procedures Order being approved by the U.S. Court on that date.

9. On July 16, 2024, the Chapter 11 Debtors attended a hearing (the "**Final DIP and Bidding Procedures Hearing**") with the U.S. Court at which the Chapter 11 Debtors sought:

(a) *Final Order (I) Authorizing the Debtors to Obtain Postpetition Secured Financing; (II) Authorizing the Applicable Debtors' Use of Cash Collateral; (III) Granting Adequate Protection to the Prepetition ABL Administrative Agent and the Other Prepetition Secured Parties; and (IV) Granting Related Relief* (the "**Final DIP Order**")*;* and

(b) *Order (A) Approving (I) The Debtors' Designation of the Newco Stalking Horse Bidder for Certain of the Debtors' Assets as Set Forth in the Newco Stalking Horse Agreement, (II) the Debtors' Entry Into the Newco Stalking Horse Agreement, and (III) the Bid Protections and (B) Granting Related Relief* (the "**NewCo Bidding Procedures Order**").

The Final DIP and NewCo Bidding Procedures Hearing was adjourned first to July 17, 2024 and then to July 19, 2024, owing to certain objections (the "**Objections**") tendered by the Official Committee of Unsecured Creditors.

10. The Objections were resolved on July 19, 2024 and the NewCo Bidding Procedures Order and Final DIP Order were entered by the U.S Court on that date. As a result, the Foreign Representative is seeking recognition in Canada of the Final DIP Order, the Bidding Procedures Order and the NewCo Bidding Procedures Order pursuant to the Third Supplemental Order.

Approval of the Final DIP Order, Bidding Procedures Order and NewCo Bidding Procedures Order

11. Pursuant to the Third Supplemental Order, the Foreign Representative is seeking recognition of the Final DIP Order, thereby authorizing their ability to utilize the DIP Facility. The Final DIP Order is the final version of the Interim DIP Order already recognized by this Court, subject to certain modifications made to address the Objections.

12. The Chapter 11 Debtors require the DIP Facility to, among other things, meet employee payroll obligations, make payments to vendors, continue operations, and administer the CCAA Proceedings and the Chapter 11 Cases.

13. Recognition of the Final DIP Order in Canada will enable the Chapter 11 Debtors to continue to finance the CCAA Proceedings and Chapter 11 Cases, including supporting efforts overall to pursue a sale process as contemplated by the Bidding Procedures Order (the "**Sale Process**"). A failure to obtain the recognition of such relief in Canada would result in the Chapter 11 Debtors' inability to obtain critical financing under the DIP Facility, and harm the Chapter 11

Debtors and their stakeholders, including their employees. Thus, the Court's recognition of the Final DIP Order is required to facilitate the Chapter 11 Debtors' pursuit of the Chapter 11 Cases and CCAA Proceedings.

14. Pursuant to the proposed Third Supplemental Order, the Foreign Representative also seeks recognition of the Bidding Procedures Order and NewCo Bidding Procedures Order.

15. The Chapter 11 Debtors have been working towards the execution of a stalking horse agreement (the "**Stalking Horse Agreement**") contemplating the purchase of certain of the Chapter 11 Debtors' assets, including substantially all of the assets of the Canadian Debtors. The Stalking Horse Agreement was to serve as a "price floor" for the Sale Process, subject to the bidding procedures (the "**Bidding Procedures**") set-out in the Stalking Horse Agreement, the Bidding Procedures Order and the NewCo Bidding Procedures Order.

16. The Foreign Representative submits that the NewCo Bidding Procedures Order and the Bidding Procedures Order should be approved in Canada and that the approval of such relief is in the best interests of the Chapter 11 Debtors and their stakeholders.

17. Section 49 of the CCAA provides that, if an order recognizing a foreign proceeding is made, the Court may, on the application of the foreign representative, make any order that it considers appropriate if it is satisfied that it is necessary for the protection of the debtor company's property or the interests of creditors.

18. Recognition of the Final DIP Order, Bidding Procedures Order and NewCo Bidding Procedures Order by this Court pursuant to the Third Supplemental Order is appropriate to

preserve the value of the Canadian Debtors and continue to affect the goals of the Chapter 11 Cases and CCAA Proceedings.

General

19. The provisions of the CCAA, including Part IV and section 49 thereof.

20. Such further and other grounds as counsel may advise and this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Application:

21. The Third Ware Affidavit and the exhibits thereto;

22. the Factum of the Applicant, to be filed;

23. the Second Report of the Information Officer; and

24. such further and other evidence as counsel may advise and this Honourable Court may permit.

July 25, 2024

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

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

Court File No.: CV-24-00722168-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced in Toronto

Notice of Motion

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TAB 2

Court File No.: CV-24-00722168-00CL

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

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

Applicant

THIRD AFFIDAVIT OF SPENCER WARE
(Sworn July 25, 2024)

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

Applicant

THIRD AFFIDAVIT OF SPENCER WARE
(Sworn July 25, 2024)

I, Spencer Ware, of the City of Hoboken, in the State of New Jersey, United States of America, **MAKE OATH AND SAY:**

1. I am the Chief Restructuring Officer of Coach USA, Inc. ("**Coach USA**"). I was appointed as Chief Restructuring Officer by the Board of Directors of Coach USA on June 10, 2024. As Chief Restructuring Officer, I am familiar with the day-to-day operations, business and financial affairs, and books and records 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**") and the U.S. Chapter 11 Debtors (as defined below).

2. As Chief Restructuring Officer, I am familiar with the Company's (as defined below) business, financial condition, policies and procedures, day-to-day operations, and books and

records. Except as otherwise noted, all facts set forth herein are based upon my personal knowledge of the Company's operations and finances, information learned from my review of relevant documents, information supplied to me by other members of the Company's management and the Company's professional advisors, or my opinion based on my experience, knowledge, and information concerning the Company's operations and financial condition. Where I have obtained information from others and public sources, I have stated the source of that information and believe it to be true.

3. On the Petition Date (as defined below) Coach USA and certain of its affiliates[1] (collectively, the "**Chapter 11 Debtors**" or the "**Company**") including the Canadian Debtors, filed voluntary petitions (the "**Petitions**") for relief in the United States Bankruptcy Court of the District of Delaware (the "**U.S. Court**") pursuant to Chapter 11 of the United States Bankruptcy

[1] Coach USA, Inc.; Project Kenwood Holdings, Inc.; Project Kenwood Intermediate Holdings I, Inc.; Project Kenwood Intermediate Holdings II,LLC; Project Kenwood Intermediate Holdings III, LLC; Project Kenwood Acquisition, LLC; Coach USA Administration, Inc.; Route 17 North Realty, LLC; Dillon's Bus Service, Inc.; Hudson Transit Lines, Inc.; Central Cab Company; Central Charters & Tours, Inc.; Transportation Management Services, Inc.; Hudson Transit Corporation; Powder River Transportation Services, Inc.; SL Capital Corp.; 349 First Street Urban Renewal Corp.; Barclay Airport Service, Inc.; Barclay Transportation Services, Inc.; Colonial Coach Corporation; Community Coach, Inc.; Community Transit Lines, Inc.; Community Transportation, Inc.; Orange, Newark, Elizabeth Bus, Inc.; Perfect Body Inc.; International Bus Services, Inc.; Short Line Terminal Agency, Inc.; Suburban Management Corp.; Suburban Transit Corp.; Suburban Trails, Inc.; Rockland Coaches, Inc.; Clinton Avenue Bus Company; Commodore Tours, Inc.; Community Bus Lines, Inc.; Community Tours, Inc.; Coach USA Illinois, Inc.; Coach Leasing, Inc.; TriState Coach Lines, Inc.; Sam Van Galder, Inc.; Wisconsin Coach Lines, Inc.; Lakefront Lines, Inc.; Pacific Coast Sightseeing Tours & Charters, Inc.; Kerrville Bus Company, Inc.; CAM Leasing, LLC; Independent Bus Company, Inc.; Leisure Time Tours; Olympia Trails Bus Company, Inc.; Butler Motor Transit, Inc.; Coach USA Tours – Las Vegas, Inc.; Twenty-Four Corp.; TRT Transportation, Inc.; Limousine Rental Service Inc.; Megabus Northeast, LLC; Megabus Southeast, LLC; Megabus Southwest, LLC; Megabus West, LLC; Paramus Northeast Mgt. Co., L.L.C.; Gad-About Tours, Inc.; All West Coachlines, Inc.; Coach USA MBT, LLC; Sporran GCBS, Inc.; Sporran RTI, Inc.; KILT of RI, Inc.; New York Splash Tours, LLC; Sporran AWC, Inc.; Sporran GCTC, Inc.; Lenzner Tours, LTD; Lenzner Tours, Inc.; Pennsylvania Transportation Systems, Inc.; Lenzner Transit, Case 24-11258-MFW Doc 2 Filed 06/11/24 Page 11 of 29 4 31728777.1 Inc.; Dragon Bus, LLC; Red & Tan Transportation Systems, Inc.; Red & Tan Charter, Inc.; Red & Tan Tours; Lenzner Transportation Group Inc.; Mister Sparkle, Inc.; Mountaineer Coach, Inc.; Red & Tan Enterprises, Inc.; Chenango Valley Bus Lines, Inc.; Megabus USA, LLC; Voyavation LLC; Elko, Inc.; American Coach Lines of Atlanta, Inc.; Rockland Transit Corporation; The Bus Exchange, Inc.; Midtown Bus Terminal of New York, Inc.; CUSARE, Inc., and CUSARE II, Inc. (collectively, the "**U.S. Chapter 11 Debtors**")

Code (the "**Bankruptcy Code**"). The cases commenced by the Company in the U.S. Bankruptcy Court are referred to herein as the "**Chapter 11 Cases**".

4. I swear this affidavit in support of the motion by Coach USA, in its capacity as foreign representative of the Canadian Debtors (in such capacity, the "**Foreign Representative**"), for an order (the "**Third Supplemental Order**"), *inter alia*:

(a) recognizing and enforcing the Bidding Procedures Order (as defined below);

(b) recognizing and enforcing the Final DIP Order (as defined below); and

(c) recognizing and enforcing the NewCo Bidding Procedures Order (as defined below).

5. I previously swore an affidavit on June 13, 2024 (the "**Initial Affidavit**") in support of the Foreign Representative's application for the Initial Recognition Order and First Supplemental Order (each as defined below) and on July 11, 2024 in support of the Foreign Representative's motion for a Second Supplemental Order (the "**Second Affidavit**", together with the Initial Affidavit, the "**Affidavits**"). Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Affidavits. A copy of the Initial Affidavit, without exhibits is attached as **Exhibit "A".** A copy of the Second Affidavit, without exhibits is attached as **Exhibit "B"** and should be read in conjunction with this affidavit as the Second Affidavit contains a comprehensive description of the Final DIP Order and Original Bidding Procedures (as defined and explained in more detail below) this affidavit only explains amendments made to such orders and the relief sought therein since the date of the Second Affidavit.

6. All monetary references in this affidavit are in U.S. dollars, unless otherwise stated.

A. Background

7. On June 11, 2024 (the "**Petition Date**"), the Chapter 11 Debtors, filed the Petitions for relief in the U.S. Court pursuant to Chapter 11 of the Bankruptcy Code, commencing the Chapter 11 Cases.

8. The Company filed several first day motions with the U.S. Court on June 13, 2024. Since the Petition Date, the U.S. Court entered certain interim and/or final orders (the "**First Day Orders**") in respect of these First Day Motions.

9. By order dated June 14, 2024 (the "**Initial Recognition Order**"), the Honourable Justice Osborne of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") recognized the Chapter 11 Cases as "foreign main proceedings" (the "**CCAA Proceedings**"), recognized the appointment of the Foreign Representative and granted related stays of proceedings in favor of the Canadian Debtors. A copy of the Initial Recognition Order is attached hereto as **Exhibit "C".**

10. Justice Osborne also granted an order recognizing certain of the First Day Orders that were entered by the U.S. Court on June 13, 2024 (the "**First Supplemental Order"**) and appointing Alvarez & Marsal Canada Inc. ("**A&M**"), as the information officer (in such capacity, the "**Information Officer**") in respect of the CCAA Proceedings. A copy of the First Supplemental Order is attached hereto as **Exhibit "D".**

11. On July 9, 2024, the Chapter 11 Debtors attended a further hearing with the U.S. Court at which the Chapter 11 Debtors sought certain final orders (the "**Final First Day Orders**") and certain further orders (the "**Second Day Orders**"). The Chapter 11 Debtors, also sought and obtained an order (the "**Bidding Procedures Order**") approving the bidding procedures and key

milestone dates to be utilized in connection with a Sale (as defined below). A copy of the Bidding Procedures Order is attached hereto as **Exhibit "E".**

12. The Chapter 11 Debtors originally intended to seek approval for the Final DIP Order and a single order containing the relief sought in the Bidding Procedures Order and the NewCo Bidding Procedures Order (the "**Original Bidding Procedures Order**") on July 9, 2024. However, as a result of the Objections (as defined and described in more detail below) the Original Bidding Procedures Order was bifurcated into the Bidding Procedures Order and the NewCo Bidding Procedures Order and approval was only sought for the more general relief contained in the Bidding Procedures Order, with relief specific to the Stalking Horse Agreement to be sought at a later date in the NewCo Bidding Procedures Order. Similarly, the relief sought in the Final DIP Order was also adjourned. More information regarding the Objections is available in the First Report of the Information Officer dated July 17, 2024 (the "**First Report**") at paragraph 4.7. A copy of the First Report without appendices is attached hereto as **Exhibit "F".**

13. By order dated July 18, 2024 (the "**Second Supplemental Order**") certain of the Final First Day Orders and Second Day Orders were recognized in Canada. A copy of the Second Supplemental Order is attached hereto as **Exhibit "G".**

B. Final DIP and NewCo Bidding Procedures Hearing

14. On July 16, 2024, the Chapter 11 Debtors attended a hearing (the "**Final DIP and NewCo Bidding Procedures Hearing**") with the U.S. Court at which the Chapter 11 Debtors sought:

(a) *Final Order (I) Authorizing the Debtors to Obtain Postpetition Secured Financing; (II) Authorizing the Applicable Debtors' Use of Cash Collateral; (III) Granting*

Adequate Protection the Prepetition ABL Administrative Agent and the Other Prepetition Secured Parties; and (IV) Granting Related Relief (the "**Final DIP Order**")*;* and

(b) *Order (A) Approving (I) The Debtors' Designation of the Newco Stalking Horse Bidder for Certain of the Debtors' Assets as Set Forth in the Newco Stalking Horse Agreement, (II) the Debtors' Entry Into the Newco Stalking Horse Agreement, and (III) the Bid Protections and (B) Granting Related Relief* (the "**NewCo Bidding Procedures Order**").

The Final DIP and NewCo Bidding Procedures Hearing was adjourned first to July 17, 2024 and then to July 19, 2024, owing to certain objections (the "**Objections**") tendered by the Official Committee of Unsecured Creditors (the "**Unsecured Creditors Committee**").

15. The Objections were ultimately resolved at the July 19, 2024 hearing and the NewCo Bidding Procedures Order and Final DIP Order were entered by the U.S Court. The Foreign Representative is seeking recognition in Canada of the Final DIP Order and NewCo Bidding Procedures Order. Copies of the Final DIP Order and NewCo Bidding Procedures Order are attached hereto as **Exhibits "H"** and **"I"** respectively.

C. Final DIP Order[2]

16. Pursuant to the First Supplemental Order, the Foreign Representative sought and obtained recognition for an interim order (the "**Interim DIP Order**") approving the DIP Facility (as defined

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Final DIP Order.

in the Initial Affidavit), on an interim basis. A detailed summary of the DIP Facility is provided at paragraph 96 of the Initial Affidavit.

17. The Chapter 11 Debtors require the DIP Facility to, among other things, meet employee payroll obligations, make payments to vendors, continue operations, and administer the CCAA Proceedings and the Chapter 11 Cases.

18. Pursuant to the Third Supplemental Order, the Foreign Representative is now seeking recognition of the Final DIP Order. The Final DIP Order was described in-depth at paragraph 44 of the Second Affidavit and was granted in a modified form owing to the Objections. Only the Objections and consequent modifications are described herein. A blackline to the Final DIP Order to the previously served version of the Final DIP Order (the "**Served DIP Order**") is attached hereto as **Exhibit "J"**.

19. With respect to the Final DIP Order, the Objection related to, among other things:

(a) the "creeping roll-up" structure of the DIP Facility;

(b) the DIP Facility liens provided on previously unencumbered assets, including two previously unencumbered real properties in the U.S.; and

(c) the milestones and other controls provided to the DIP Lenders over the sale process.

20. As a result, the Final DIP Order included the following modifications from the Served DIP Order, among others:

(a) clarifies that Allowable 506(b) Amounts (as defined therein) shall be subject to the rules regarding the objection of amounts improperly applied to pay down

indebtedness owing under the Prepetition ABL Facility (as defined in the Initial Affidavit);

(b) clarifies that nothing in the Final DIP Order shall modify or affect the validity of any debt incurred under the DIP Facility ("**Indebtedness**") or the validity of a priority or lien granted under the Interim DIP Order;

(c) increases the allowable amount for investigation costs of the Unsecured Creditors Committee appointed pursuant to Section 1102 of the Bankruptcy Code from $50,000 to $75,000;

(d) it makes clear that postpetition liens granted pursuant to the Final DIP Order on unencumbered collateral secure the "New Value" (i.e., postpetitition debt incurred under the DIP Facility not as a result of the "roll up") and "Postpetition Charges" (i.e., interest, fees, costs, and expenses) on such New Value;

(e) specifies that the Carveout allocated for the Carveout Professionals of the Unsecured Creditors Committee shall be $2,250,000 (increased from $500,000); and

(f) adds the concept of "Agreed Sale Order", which provides for, upon the closing of a purchase agreement(s), the funding of $3,500,000 to be distributed to holders of Supplemental Assumed Claims, as set forth in the Agreed Sale Order.

21. Recognition of the Final DIP Order in Canada will enable the Chapter 11 Debtors to finance the CCAA Proceedings and Chapter 11 Cases, including supporting efforts overall to pursue a sale process as contemplated by the NewCo Bidding Procedures Order (the "**Sale Process**"). A failure

to obtain the recognition of such relief in Canada would result in the Chapter 11 Debtors' inability to obtain critical financing under the DIP Facility, and harm the Chapter 11 Debtors and their stakeholders, including their employees. Thus, the Court's recognition of the Final DIP Order is required to facilitate the Chapter 11 Debtors' pursuit of the Chapter 11 Cases and CCAA Proceedings.

22. The Objections to the Final DIP Order have now been resolved with the Unsecured Creditors Committee. I have also been advised that the Information Officer is supportive of the relief granted in the Final DIP Order.

D. NewCo Bidding Procedures Order and Bidding Procedures Order

23. Pursuant to the proposed Third Supplemental Order, the Foreign Representative also seeks recognition of the NewCo Bidding Procedures Order and the Bidding Procedures Order

24. As discussed in the Initial Affidavit and Second Affidavit, the Chapter 11 Debtors have been working towards the execution of a stalking horse agreement (the "**Stalking Horse Agreement**") contemplating the purchase of certain of the Chapter 11 Debtors' assets, including substantially all of the assets of the Canadian Debtors (the "**Stalking Horse Assets**"). The Stalking Horse Agreement was to serve as a "price floor" for the Sale Process, subject to the bidding procedures (the "**Bidding Procedures**") set-out in the Stalking Horse Agreement, Bidding Procedures Order and the NewCo Bidding Procedures Order. A detailed summary of the Bidding Procedures and Stalking Horse Agreement, as they were contemplated in the Original Bidding Procedures Order, is available in the Second Affidavit at paragraph 50. The relief set forth in the Bidding Procedures Order (including milestone dates and other bidding procedures not specific to the Stalking Horse Agreement), remains unchanged from the Original Bidding Procedures Order.

25. To account for the Objections, the NewCo Bidding Procedures Order notes that the Stalking Horse APA was in the form as modified on the record of the hearing (the "**Modified Stalking Horse Agreement**"). As discussed in the Final DIP and NewCo Bidding Procedures Hearing (a transcript of which is appended hereto as **Exhibit "K"**) the Modified Stalking Horse Agreement includes the following changes as agreed to between the Chapter 11 Debtors, Unsecured Creditors Committee, Stalking Horse Purchaser and DIP Lenders, among others:

(a) the Stalking Horse Purchaser is to provide $3.5 million in cash to be distributed to assumed unsecured creditors (*i.e.,* the Supplemental Assumed Claims (as defined in the Final DIP Order)), with such distribution to be administered by a claim's ombudsman chosen by the Unsecured Creditors Committee; and

(b) any successful bid under the Sale Process for the Stalking Horse Assets (a "**Successful Bid**") is to include the same.

A copy of the Modified Stalking Horse Agreement is appended to the NewCo Bidding Procedures Order.

26. Such modification will provide an important safeguard to the rights of the Unsecured Creditors Committee as the Sale Process continues. It is also in the best interests of the Chapter 11 Debtors as it is value maximizing and serves their stakeholders.

27. The Foreign Representative continues to believe that the Bidding Procedures Order and the NewCo Bidding Procedures Order, including the Modified Stalking Horse Agreement should be approved in Canada and that the approval of such relief is in the best interests of the Chapter 11 Debtors and their stakeholders.

28. I have also been advised that the Information Officer is supportive of the relief granted in the Bidding Procedures Order and the NewCo Bidding Procedures Order, including the approval of the Modified Stalking Horse Agreement.

E. Conclusion

29. I continue to believe that the relief sought in the proposed Third Supplemental Order is necessary to protect the Canadian Debtors and preserve the value of the Canadian Debtors' business for a range of stakeholders. The requested relief will provide the Chapter 11 Debtors, including the Canadian Debtors with the opportunity to continue their pursuit of an orderly restructuring with a view to maximizing value.

SWORN BEFORE ME over videoconference on this 25th day of July, 2024 in accordance with Ontario *Regulation 431/20*. The affiant was located in the City of Hoboken, in the State of New Jersey and the Commissioner was located in the City of Toronto, in the Province of Ontario.

Milan Singh-Cheema

MILAN SINGH-CHEEMA
A Commissioner for taking Affidavits
(or as may be)

DocuSigned by:
2FFCE7040B0045C...

SPENCER WARE

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

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

Court File No.: CV-24-00722168-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced in Toronto

AFFIDAVIT OF SPENCER WARE
(Sworn July 25, 2024)

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Lawyers for the Applicant

TAB A

THIS IS EXHIBIT "**A**" REFERRED TO IN THE
AFFIDAVIT OF SPENCER WARE
SWORN
THE 25TH DAY OF JULY, 2024

A Commissioner for taking affidavits, etc.

Court File No.: [●]

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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 AMENDED

Applicant

AFFIDAVIT OF SPENCER WARE
(Sworn June 13, 2024)

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Court File No.: [●]

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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 AMENDED

Applicant

AFFIDAVIT OF SPENCER WARE
(Sworn June 13, 2024)

I, Spencer Ware, of the City of Hoboken, in the State of New Jersey, United States of America**, MAKE OATH AND SAY:**

1. I am the Chief Restructuring Officer of Coach USA, Inc. ("**Coach USA**"). I was appointed as Chief Restructuring Officer by the Board of Directors of Coach USA (the "**Board**") on March 17, 2024. As Chief Restructuring Officer, I am familiar with the day-to-day operations, business and financial affairs, and books and records 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**") and the U.S. Chapter 11 Debtors (as defined below). I am also a Partner at CR3 Partners, LLC ("**CR3**"). CR3 has served as the financial advisor to the Company (as defined below) since December 6, 2023. I have worked in various positions at CR3 since December 4, 2023.

2. I have more than 20 years of experience in corporate turnaround and restructuring. I have served as the chief restructuring officer or in other officer roles, including as chief executive officer, for Eastern Mountain Sports, Bob's Stores, J.C. Penney, and BH Cosmetics. I have advised a wide range of organizations in connection with distressed situations, including CEVA Logistics, General Growth Properties, Port Authority of Puerto Rico, The Von Drehle Corporation, and SemGroup Energy Partners. I received a Bachelor of Arts in Economics from Haverford College, attended the London School of Economics, and have achieved the designations of Certified Insolvency and Restructuring Advisor and Certified Turnaround Professional.

3. As a result of my involvement with the Company, my review of Company documents, and my discussions with other members of the Company's management team and the Company's professionals, I am familiar with the Company's business, financial condition, policies and procedures, day-to-day operations, and books and records. Except as otherwise noted, all facts set forth herein are based upon my personal knowledge of the Company's operations and finances, information learned from my review of relevant documents, information supplied to me by other members of the Company's management and the Company's professional advisors, or my opinion based on my experience, knowledge, and information concerning the Company's operations and financial condition. Where I have obtained information from others and public sources, I have stated the source of that information and believe it to be true.

4. The Company does not waive or intend to waive any applicable privilege by any statement herein.

5. I affirm this affidavit in support of the application by Coach USA, in its capacity as foreign representative of the Canadian Debtors (in such capacity, the "**Foreign Representative**"), for *inter alia*:

(a) recognition of the Chapter 11 Cases (as defined below) of the Canadian Debtors as "foreign main proceedings" pursuant to part IV of the *Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36, as amended (the "**CCAA**");

(b) recognition of the Foreign Representative Order (as defined below) and certain other First Day Orders (as defined below);

(c) the appointment of Alvarez & Marsal Canada Inc. ("**A&M**") as the information officer (in such capacity, the "**Information Officer**") in these CCAA proceedings (the "**CCAA Proceedings**");

(d) the granting of the following charges (collectively the "**Charges**" and each a "**Charge**"):

(i) the Administration Charge (as defined below);

(ii) the Directors' Charge (as defined below);

(iii)the DIP Charge (as defined below);

6. All monetary references in this affidavit are in U.S. dollars, unless otherwise stated.

I. BACKGROUND

7. On June 11, 2024 (the "**Petition Date**"), Coach USA and certain of its affiliates[1] (collectively, the "**Chapter 11 Debtors**") including the Canadian Debtors (collectively, the "**Company**"), filed voluntary petitions (together, the "**Petitions**") for relief in the United States Bankruptcy Court for the District of Delaware (the "**U.S. Bankruptcy Court**") pursuant to chapter 11 of title 11 of the United States Bankruptcy Code (the "**U.S. Bankruptcy Code**"). The cases commenced by the Company in the U.S. Bankruptcy Court are referred to herein as the "**Chapter 11 Cases**".

8. Copies of the Petitions Coach USA and each of the Canadian Debtors filed with the U.S. Bankruptcy Court are attached hereto as **Exhibits "A" – "H"**.

9. The Company filed the following first day motions (the "**First Day Motions**") with the U.S. Bankruptcy Court on the Petition Date:

[1] Coach USA, Inc.; Project Kenwood Holdings, Inc.; Project Kenwood Intermediate Holdings I, Inc.; Project Kenwood Intermediate Holdings II, LLC; Project Kenwood Intermediate Holdings III, LLC; Project Kenwood Acquisition, LLC; Coach USA Administration, Inc.; Route 17 North Realty, LLC; Dillon's Bus Service, Inc.; Hudson Transit Lines, Inc.; Central Cab Company; Central Charters & Tours, Inc.; Transportation Management Services, Inc.; Hudson Transit Corporation; Powder River Transportation Services, Inc.; SL Capital Corp.; 349 First Street Urban Renewal Corp.; Barclay Airport Service, Inc.; Barclay Transportation Services, Inc.; Colonial Coach Corporation; Community Coach, Inc.; Community Transit Lines, Inc.; Community Transportation, Inc.; Orange, Newark, Elizabeth Bus, Inc.; Perfect Body Inc.; International Bus Services, Inc.; Short Line Terminal Agency, Inc.; Suburban Management Corp.; Suburban Transit Corp.; Suburban Trails, Inc.; Rockland Coaches, Inc.; Clinton Avenue Bus Company; Commodore Tours, Inc.; Community Bus Lines, Inc.; Community Tours, Inc.; Coach USA Illinois, Inc.; Coach Leasing, Inc.; TriState Coach Lines, Inc.; Sam Van Galder, Inc.; Wisconsin Coach Lines, Inc.; Lakefront Lines, Inc.; Pacific Coast Sightseeing Tours & Charters, Inc.; Kerrville Bus Company, Inc.; CAM Leasing, LLC; Independent Bus Company, Inc.; Leisure Time Tours; Olympia Trails Bus Company, Inc.; Butler Motor Transit, Inc.; Coach USA Tours – Las Vegas, Inc.; Twenty-Four Corp.; TRT Transportation, Inc.; Limousine Rental Service Inc.; Megabus Northeast, LLC; Megabus Southeast, LLC; Megabus Southwest, LLC; Megabus West, LLC; Paramus Northeast Mgt. Co., L.L.C.; Gad-About Tours, Inc.; All West Coachlines, Inc.; Coach USA MBT, LLC; Sporran GCBS, Inc.; Sporran RTI, Inc.; KILT of RI, Inc.; New York Splash Tours, LLC; Sporran AWC, Inc.; Sporran GCTC, Inc.; Lenzner Tours, LTD; Lenzner Tours, Inc.; Pennsylvania Transportation Systems, Inc.; Lenzner Transit, Case 24-11258-MFW Doc 2 Filed 06/11/24 Page 11 of 29 4 31728777.1 Inc.; Dragon Bus, LLC; Red & Tan Transportation Systems, Inc.; Red & Tan Charter, Inc.; Red & Tan Tours; Lenzner Transportation Group, Inc.; Mister Sparkle, Inc.; Mountaineer Coach, Inc.; Red & Tan Enterprises, Inc.; Chenango Valley Bus Lines, Inc.; Megabus USA, LLC; Voyavation LLC; Elko, Inc.; American Coach Lines of Atlanta, Inc.; Rockland Transit Corporation; The Bus Exchange, Inc.; Midtown Bus Terminal of New York, Inc.; CUSARE, Inc., and CUSARE II, Inc. (the "**U.S. Chapter 11 Debtors**")

(a) *Chapter 11 Debtors' Motion for Entry of an Order (I) Authorizing Coach USA Inc. to Act as Foreign Representative; and (II) Granting Related Relief* (the "**Foreign Representative Motion**");

(b) *Chapter 11 Debtors' Motion for Interim and Final Orders (I) Authorizing Applicable Debtors to: (A) Use Cash Collateral on an Emergency Basis Pending a Final Hearing; (B) Postpetition Debt on a Emergency Basis Pending a Final Hearing; and (C) Grant Adequate Protection and Provide Security and Other Relief to Wells Fargo Bank, National Association, as Agent and the Other Secured Parties* (the "**DIP Motion**");

(c) *Chapter 11 Debtors' Motion for Entry of Interim and Final Orders, (I) Authorizing the Chapter 11 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 Motion**")*;*

(d) *Chapter 11 Debtors' Motion for Entry of Order (I) Authorizing the Joint Administration of The Chapter 11 Debtors' Chapter 11 Cases; and (II) Granting Related Relief* (the "**Joint Administration Motion**");

(e) *Chapter 11 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 "**Utilities Motion**")*;*

(f) *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, 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*; ("**Insurance and Surety Bond Motion**")

(g) *Chapter 11 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 "**Cash Management Motion**")*;*

(h) *Chapter 11 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 "**Critical Vendors Motion**")*;*

(i) *Chapter 11 Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Chapter 11 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 "**Customer Programs Motion**");

(j) *Chapter 11 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 "**Employee Wages Motion**")*;* and

(k) *Chapter 11 Debtors 'Application for Appointment of Kroll Restructuring Administration LLC as Claims and Noticing Agent* (the "**Kroll Retention Motion**");

(l) *Chapter 11 Debtors' Motion for Entry of an Order (I) Authorizing the Redaction of Certain Personal Identification Information in Chapter 11 Debtors' Creditor Matrix; and (II) Granting Related Relief* (the "**Creditor Matrix Redaction Motion**"); and

(m) *Chapter 11 Debtors' Motion for Entry of an 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 (the "**NOL Motion**").

10. At a hearing held on June 13, 2024, the U.S. Bankruptcy Court heard the First Day Motions and entered interim and/or final orders in respect of all of these First Day Motions (collectively the "**First Day Orders**"). The Foreign Representative wishes to have the First Day Orders recognized by this Court. Copies of the First Day Orders are attached as **Exhibits "I"-"U"**.

11. In support of the First Day Motions, I submitted a declaration (the "**First Day Declaration**") to the U.S. Bankruptcy Court, a copy of which (without exhibits) is attached hereto as **Exhibit "V"**. The First Day Declaration provides a comprehensive overview of the Company and the events leading up to the commencement of the Chapter 11 Cases. As such, this Affidavit provides a more general overview and focuses on providing this Court with information about the operations of the Company in Canada and the Canadian Debtors. This Affidavit also provides information to support a finding of the center of main interest of each of the Chapter 11 Debtors and to support the request for recognition of the Chapter 11 Cases of the Canadian Debtors as a "foreign main proceeding" and recognition of the First Day Orders, the granting of the stay, the granting of the Administration Charge, the DIP Charge, the Directors' Charge and the appointment of the Information Officer.

12. I am not aware of any foreign proceeding (as defined in subsection 45(1) of the CCAA) in respect of the Canadian Debtors other than the Chapter 11 Cases.

13. Capitalized terms used in this Affidavit that are not otherwise defined have the meaning given to them in the First Day Declaration.

II. THE BUSINESS

A. Overview

14. The Company is one of the leading providers of ground passenger transportation and mobility solutions in North America. The Company is a trusted business partner providing many types of specialized ground transportation solutions to government agencies, airports, colleges and universities and major corporations. With 25 business segments throughout the United States and Canada, 2,768 employees and 2,071 buses, the Coach USA network of companies carries over 38 million passengers throughout the United States and Canada each year.

15. In addition to the household name "Coach USA," the Company operates under several other brands, including: Megabus and Coach Canada (in Canada) Coach USA Airport Express, Dillon's Bus Company, and Go Van Galder (in the United States). Through its affiliates and subsidiaries, the Company has been offering passenger transportation solutions portions of the business operations for over 100 years.

16. In April 2019, the private equity firm Variant Equity Advisors purchased the Company from Stagecoach Group plc in a transaction valued at approximately $270 million. The 2019 transaction was funded in part by the Prepetition ABL Facility and SCUSI Note (each as defined below).

17. As discussed in further detail below, the Canadian Debtors are members of the broader integrated Coach USA group, which enabled the Company to provide seamless passenger transportation across North America. While the Canadian Debtors are an important part of the integrated business, they account for a fraction of the Company's size, with the revenue they

generated only representing 9.7 % of the Company's overall annual revenue as per the Company's December 2023, unaudited financial statements.

18. Following the onset of the COVID-19 pandemic, the Company faced severe declines in ridership and a corresponding decline in revenue. The slow pace of recovery from the lows of the COVID-19 pandemic has decimated the Company's liquidity and its ability to service its existing debt. Prior to the Petition Date, the Company explored various strategic alternatives including refinancings, recapitalizations, and asset sales. Ultimately, the Company, in consultation with the Prepetition ABL Lenders (as defined below) determined that a series of sale transactions would likely create the most value for all stakeholders. Accordingly, the Company commenced the Chapter 11 Cases to, among other things, continue the sale process that began prepetition (the "**Sale Process**") and consummate value maximizing transactions.

B. Operations

19. The Company's business can be broken down into the following five main categories:

Contract Services	Fixed route and commuter bus services for transit agencies and services for private corporations such as employee shuttles.
Commuter and Scheduled Services	Reliable and convenient scheduled bus services for intra and intercity, commuter, and leisure travels, as well as local transit bus services.
Intercity and Retail	High-quality, affordable intercity bus carrier and asset-light retail platform offering state of the art services.
Airport Services	Scheduled services to and from several major airport hubs.

Charter Services	Charter services for large, national sporting events and concerts as well as school field trips, and special events.

20. The aforementioned operations are conducted through the various Chapter 11 Debtors which comprise the Company. A corporate organizational chart reflecting their relationship is attached hereto as **Exhibit "W"**,

21. The Company's transportation services span the continental United States and two provinces in Canada. These operations are organized in 25 distinct business segments (the "**Business Segments**") which provide the following services in various geographical locations:

Business Segment	Location	Description
Dillon's	Hanover, MD	Offers extensive, daily commuter services (under contract) to and from Washington, D.C. and the broader Maryland area Scheduled service contracts Contract providing services in Towson, MD
Elko	Elko, NV	Operates mining transportation contracts in the western region of the United States
Montreal	Montreal, Quebec (Canada)	Offers local sightseeing and tour services through hop on/hop off routes on custom double-decker fleet Serves as a charter hub for trips to Montreal Operates as Megabus Canada's easternmost embarkation point
Olympia	Elizabeth, NJ	Provides airport scheduled service between Newark Liberty Airport and midtown New York City
Rockland Coaches	Paramus, NJ	Primarily operates commuter routes to and from New York City for which it receives State Transportation Operating Assistance financial support

Shortline	Chester, NY	Offers extensive, daily scheduled service to and from New York City, the Catskills, Binghamton, Ithaca, Elmira, and Utica
Suburban Transit	New Brunswick, NJ	Primarily provides commuter scheduled service routes and charter work in Mercer, Middlesex, and Somerset Counties (New Jersey)
Trentway | Ontario	Toronto, Ontario (Canada)	Headquarters for Coach Canada and primary hub for Megabus Canada Offers scheduled service and airport transportation throughout Eastern Canada, linking to an expanding list of partner services Provides charter and tour options through Eastern Canada
Van Galder	Janesville, WI	Primarily provides daily scheduled services between Wisconsin, Chicago airports, and downtown Chicago School bus contracts Serves thruway bus services
Wisconsin Coach Lines	Waukesha, WI	Primarily provides daily scheduled airport services to and from O'Hare International Airport, charter services and contract local commuter/transit services Serves thruway bus services
Megabus Retail	N/A	Flexible, asset-light solution provides opportunity for partnerships with bus operators interested in using the Megabus brand and retail platform to provide express intercity bus service Partner carriers provide their own buses, drivers, maintenance and insurance Megabus retail is equipped to handle digital advertising, inhouse graphic design work, social media management, content creation, marketing, customer surveys and campaign execution and analysis
Perfect Body	North Bergen, NJ	In-house repairs and maintenance shop Also provides repairs and maintenance services to third parties
ACL Atlanta	Norcross, GA	Provides charter buses to Atlanta, Alabama, and Tennessee
All West	Sacramento, CA	Provides charter bus services to Las Vegas, NV and Sacramento, CA
Anaheim	Anaheim, CA	Recently ceased operations
Butler	Butler, PA	Primarily provides deluxe motorcoach tours and charter services to individuals and groups of all sizes surrounding the broader Butler, PA area

		Offers subsidized scheduled service in upstate New York
Community Coach	Paramus, NJ	Three large transit contracts serving Passaic and Bergen counties (NJ) and the Brooklyn Navy Yard Charter and event transportation, including sports and entertainment events to MetLife Stadium
Kerrville	San Antonio, TX	Offers deluxe motorcoach charters and shuttles, customized group tour packages, casino trips, and convention coordinating and planning
Lenzner	Sewickly, PA	Provides tour transportation to a variety of locations throughout the Northeast and Midwest, as well as custom tours for private groups Offers commercial and private charter sports
Megabus Atlanta	Various	Affordable intercity bus carrier with service to more than 2,200 origin and destination pairs throughout North America Point-to-point network with buses making few stops en-route to their destination
Megabus Florida		
Megabus Northeast		
Megabus Texas		
ONE Bus	Elizabeth, NJ	Transit contract with agencies in Hudson County, NJ Shares its depot with Olympia and some Megabus Northeast Routes
Powder River	Gillette, WY	Contracts with several large mining companies

C. Properties

22. The Company has 2 storage centers and 10 locations in Canada.

D. Employees

23. As of June, 2024, the Company's workforce was comprised of approximately 2,678 employees (the "**Employees**"), the majority of which are drivers, with the Company having 1,660 drivers in its employment.

24. As of June, 2024, the Company had 366 employees in Canada, comprising 13.2% of the Company's overall workforce. Of these Canadian employees, approximately 273 are located in Ontario and 93 are located in Quebec, with all Quebec-based employees located in Montreal.

25. The Company's employees are members of several unions. There are approximately 1600 employees of the Company who are union members. In Canada there are approximately 216 union members comprising approximately 13.5% of the Company's overall union membership.

26. The Company currently has four unions in Canada (the "**Canadian Unions**"): (i) one operates in the Greater Toronto Area with a bargaining unit comprised of full-time and part-time garage employees, including bus washers/ cleaners (the "**Toronto Union**") (ii) one operates in Montreal, with a bargaining unit comprised of drivers and maintenance staff for the Company's sightseeing business division (the "**Montreal Union**"); and (iii) two operate in both Quebec and Ontario, with bargaining units comprised of drivers (the "**National Unions**"). The Montreal Union, Toronto Union and one of the National Union's Collective Bargaining Agreements are set to expire in 2026. The other National Union's Collective Bargaining Agreement is set to expire in 2027.

27. The Company sponsors The Pension Plan for the Employees of Trentway-Wagar Inc. (OSFI Registration #56821), and The Pension Plan for Trentway-Wagar Inc. & Associated Companies, OSFI Registration #56401, both of which are defined contribution pension plans (collectively the "**Pension Plans**"). The Pension Plans require that employer and employee contributions be made in respect of participating employees.

III. THE CANADIAN DEBTORS AND CANADIAN BUSINESS

A. Overview and Operations

(i) Trentway-Wagar Inc.

28. Trentway-Wagar Inc. ("**Trentway-Wagar**") is incorporated under the *Business Corporations Act (Ontario)*, R.S.O. 1990, c. B.16, as amended (the "**OBCA**") and has a registered head-office at 66 Wellington Street West, 4100, Toronto, Ontario, Canada, M5K 1B7.

29. Trentway-Wagar is a wholly owned direct subsidiary of Trentway-Wagar (Properties) Inc. and has branch locations in both Ontario and Quebec.

30. Trentway-Wagar is the main Canadian operating company and is notable in Canada for its inter-city bussing service, providing an affordable means of transit between several of the metropolitan areas in Southern Ontario and Quebec.

31. Trentway-Wagar has three business divisions:

(a) *Charters*: Trentway-Wagar's chartering services are primarily based out of Ontario. For multi-day charters, the charter departs from Ontario and travels to other Canadian provinces or the United States.

(b) *Intercity and Retail Services*: Through it scheduled services, Trentway-Wagar runs various intercity routes, including:

(i) Toronto – Montreal;

(ii) Toronto – Niagara Falls;

(iii) Toronto – Ottawa;

(iv) Toronto –London;

(v) Toronto – Windsor; and

(vi) Kingston – Toronto Pearson International Airport.

Some of these routes operate in partnership with other transportation companies.

(c) *Sightseeing Operations*: Trentway-Wagar operates a Gray Line franchise based out of Montreal that offers several different sightseeing tours.

32. Trentway-Wagar holds various assets on behalf of the Company, including part ownership of the bus fleet located in Canada. It is also the employer of all Canadian employees and the signatory of multiple Canadian leases (collectively, the "**Canadian Leases**" (as discussed further below)). In addition, Trentway-Wagar is the holder of certain parts of the Canadian IP (as defined below) on the Company's behalf.

(ii) *Megabus Canada Inc.*

33. Megabus Canada Inc. ("**Megabus**") is incorporated under the OBCA, with its registered head-office at 66 Wellington Street West, 4100, Toronto, Ontario, Canada, M5K 1B7.

34. Megabus is the parent company of 4216849 Canada Inc. and a wholly owned direct subsidiary of Coach USA.

35. Megabus has no active business operations or assets.

(iii) *Douglas Braund Investments Limited*

36. Douglas Braund Investments Limited ("**Douglas Braund**") is incorporated under the OBCA and has its registered head-office at 66 Wellington Street West, 4100, Toronto, Ontario,

Canada, M5K 1B7. Douglas Braund is a wholly owned direct subsidiary of Trentway-Wagar with no active business operations or assets.

(iv) Trentway-Wagar (Properties) Inc

37. Trentway-Wagar (Properties) Inc. ("**Trentway Properties**") is incorporated under the OBCA and has its registered head-office at 66 Wellington Street West, 4100, Toronto, Ontario, Canada, M5K 1B7. Trentway Properties holds 100% ownership of Trentway-Wagar and is the direct subsidiary of 3376249 Canada Inc. and Coach USA each with ownership holdings of 42.3% and 57.7%, respectively.

38. Trentway Properties owns a portion of the Canadian bus fleet, which is leased under inter-company agreements to Trentway-Wagar and 4216849 Canada Inc. Otherwise, Trentway Properties has no active business operations or assets.

(v) 4216849 Canada Inc.

39. 4216849 Canada Inc. ("**421 Canada**") is incorporated under *the Canada Business Corporations Act*, R.S.C., 1985, c. C-44, as amended (the "**CBCA**") and has its registered head-office at 5550 Monk Blvd. Montreal, QC H4C 3R8.

40. 421 Canada is a wholly owned direct subsidiary of Megabus. While 421 Canada does not have active business operations, certain revenue and expenses continue to flow through this entity.

(vi) 3376249 Canada Inc.

41. 3376249 Canada Inc. ("**337 Canada**") is incorporated under the CBCA and has a registered office address of 66 Wellington Street West, 4100, Toronto, Ontario, Canada, M5K 1B7. It is a

wholly owned direct subsidiary of Coach USA Inc. and holds a 42.3% ownership interest in Trentway Properties. It has no active business operations or assets.

(vii) *3329003 Canada Inc.*

42. 3329003 Canada Inc. ("**332 Canada**") is incorporated under the CBCA and has a registered office address of 5550 Monk Blvd., Montreal QC H4C 3R8. It is a wholly owned direct subsidiary of Trentway-Wagar with no active business operations or assets.

B. Integration with U.S. Operations

43. The Canadian Debtors are fully integrated with and rely on the Company's U.S. operations. In particular, among other things:

(a) Canadian revenue comprises approximately 9.7% of the Company's overall annual revenue;

(b) the Canadian Debtors are entirely reliant on Coach USA's corporate headquarters in Paramus, New Jersey ("**U.S. Management**") for the majority of their back-office operations;

(c) Coach USA reports on the Canadian Debtors' financials on a consolidated basis; and

(d) the Canadian Debtors are all borrowers or guarantors in connection with the Prepetition ABL Agreement (as defined below) along with certain of the U.S. Chapter 11 Debtors.

(i) Shared Services and Management

44. The Canadian Debtors are wholly dependent on shared services that are provided by the U.S. Chapter 11 Debtors. The Canadian Debtors rely on U.S. Management for information technology systems that include, among other things, GPS tracking, wifi and bus carrier systems that are managed on a consolidated basis. These systems are a necessity for the regular functioning of Canadian operations.

45. Strategically, the Canadian Debtors are entirely reliant on the knowledge and expertise of U.S. Management. The Canadian Debtors are also reliant on U.S. Management for business development related decision making.

46. The Canadian Debtors also completely lack their own legal function. Legal decisions are made by U.S. Management in consultation with external Canadian counsel. As a result, the Canadian Debtors do not enter into legally binding contracts or agreements without the input and approval of U.S. Management.

47. Similarly, the Canadian Debtors are unable to enter into financial arrangements and make financial decisions above a certain level of materiality in value (above CAD $100,000) without the prior authorization of U.S. Management.

(ii) Cash Management System

48. The Company operates an integrated, centralized cash management system (the "**Cash Management System**") to collect, transfer and disburse funds generated by their operations, all of which is described in greater detail within the Cash Management Motion. The Cash Management System serves numerous functions including, among other things (i) the ability to

track and control corporate funds; (ii) ensure cash availability; (iii) prompt payment of corporate, employee and vendor-related expenses; and (iv) reduce administrative costs by facilitating the efficient movement of funds.

49. The Cash Management System is comprised of the 98 accounts listed in Exhibit C of the Cash Management Motion. Of these accounts, 9 are located in Canada (collectively, the "**Canadian Bank Accounts**").

50. Funds are received by the Canadian Debtors in their deposit and merchant accounts. Following deposit in the deposit and merchant accounts, such funds are then deposited into an operating account with Bank of Nova Scotia (the "**Scotia Operating Account**").

51. Following deposit in the Scotia Operating Account, funds are then typically remitted to a Canadian dollar-denominated interest-bearing account with Wells Fargo (the "**Wells Fargo Interest Bearing Account**"). Funds that are held in the Wells Fargo Interest Bearing Account are included in the Wells Fargo borrowing base under the Main Street and Prepetition ABL Facility.

52. Funds that are in the Scotia Operating Account may be subject to transfer into the Chapter 11 Debtors' operating bank account in the U.S. at the sole discretion of U.S. Management, based on available balances and funding needs.

(iii) Intellectual Property

53. The majority of intellectual property utilized by the Canadian Debtors (the "**Canadian IP**") is owned by Coach USA or other U.S. Chapter 11 Debtors. Of the 16 trademarks which comprise the Canadian IP, 12 are owned by the U.S. Chapter 11 Debtors. Such U.S.-owned Canadian IP

includes trademarks that are vital to the Canadian Debtors' operations and brand recognition. This includes, among other things, the Megabus and Coach Canada logos.

C. Canadian Litigation

54. The Canadian Debtors are defendants in approximately three ongoing personal injury claims by individuals who were injured during transit or while receiving services from the Canadian Debtors (collectively, the "**Claimants**"). Currently, two of the cases are in the process of settling with the Travelers Insurance Company of Canada ("**Travelers**") outside of Court (the "**Non-litigation Claimants**"), while the remaining case is ongoing.

55. The Company is also a party to five other litigation cases. The parties opposing the Canadian Debtors therein are hereinafter referred to as the "**Litigation Parties**".

56. To the extent possible, the Claimants and Litigation Parties, or those representing them, have been or will be duly served and notified of these CCAA Proceedings. Travelers has been duly served and asked to inform the Non-litigation Claimants of these proceedings.

D. Canadian Real Property Leases

57. As at the Petition Date, the Canadian Debtors held the following real property leases:

Type of Lease	Location
Bus terminal	4555 Erie Ave, Niagara Falls, Ontario
Bus terminal	30 Lakeshore Boulevard West, Toronto, Ontario
Bus terminal	1175 John Counter Boulevard, Kingston, Ontario

Bus terminal & storage	800 De la Gauchetiere Street West, Montreal, Quebec
Garage & Parking Lot	6020 Indian Line Road, Mississauga, Ontario and lot at 0 Elmbank Missisauga, Ontario
Garage	7302 Kalar Road (Unit A&B), Niagara Falls, Ontario
Garage	180 Hickson Ave, Kingston, Ontario
Garage	5550 Monk Boulevard, Montreal, Quebec
Office	1255 Peel Street, Montreal, Quebec
Office	2015 Fisher Drive, Peterborough, Ontario
Stop/Parking	1 Yorkdale Rd, North York, ON
Stop/Parking	1340 Brock St. S, Whitby, ON

E. Registry Searches

58. I am advised by Michael Shakra of Bennett Jones LLP, counsel to the Canadian Debtors, that lien searches were conducted on or about June 11, 2024 against the Canadian Debtors under the *Personal Property Security Act* (or equivalent legislation) in Ontario and Quebec (the "**Searches**"). The Searches are attached hereto **as Exhibit "X"**.

59. I have been advised by Mr. Shakra and believe that the Searches indicate that among other things, Wells Fargo (as defined below) has registered security interests against assets of the Canadian Debtors in both Ontario and Quebec. The collateral held by Wells Fargo in Ontario consists of all present and after acquired property of the Canadian Debtors, including the proceeds

thereof, apart from consumer goods. The Collateral held by Wells Fargo in Quebec consists of all present and future property of the Canadian Debtors.

60. I have also been advised by Mr. Shakra and believe that the Searches disclose a security interest registered by the Bank of Nova Scotia in certain accounts of Trentway Properties and a security interest registered by Wajax Limited in a motor vehicle that is owned by Trentway-Wagar.

IV. PREPETITION CAPITAL STRUCTURE AND DEBT

61. As of June 11, 2024, the Company had funded debt obligations in the aggregate principal of approximately $197.9 million, including approximately $144.3 million of Revolving Loans under the Prepetition ABL Agreement (each as defined below), $35.6 million of letters of credit outstanding under the Prepetition ABL Agreement, $37.7 million in unsecured debt arising under the Main Street Loan Agreement (as defined below), approximately $13.5 million owed to capital lessors who are secured by liens over certain of the Company's capital assets and $2.3 million of bank product obligations.

62. In addition, as of the Petition Date, the Company had outstanding unsecured debt obligations of at least $171.7 million in unsecured debt including trade and other claims.

63. As of the June 11, 2024, Holdings I (as defined below) had an outstanding secured debt obligation in the aggregate principal amount of $87.6 million arising under the SCUSI Note (as defined below).

A. Prepetition ABL Facility

64. On April 26, 2019, certain of the Chapter 11 Debtors (the "**Prepetition ABL Borrowers"** and each a "**Prepetition ABL Borrower**"), Wells Fargo Bank National Association, as

administrative agent, joint lead arranger and joint lead book runner ("**Wells Fargo**"), MUFG National Bank, N.A. as joint lead arranger, joint book runner and syndication agent ("**MUFG**") and the Lenders (as defined therein and with Wells Fargo and MUFG, the "**Prepetition ABL Lenders**") entered into a Credit Agreement (as amended, restated, supplemented, or otherwise modified from time to time, the "**Prepetition ABL Agreement**" and the facility thereunder the "**Prepetition ABL Facility**"). The Canadian Debtors are all Prepetition ABL Borrowers or guarantors of the Prepetition ABL Facility. A copy of the Prepetition ABL Agreement is attached hereto as **Exhibit "Y".**

65. The Prepetition ABL Facility provided the Prepetition ABL Borrowers with, among other things, up to $185 million aggregate principal amount of Revolving Loans (as defined in the Prepetition ABL Agreement) and is secured by first-priority liens on substantially all of the Chapter 11 Debtors assets (the "**Collateral**").[2]

66. The Collateral is comprised of, among other things, a guaranty agreement dated as of April 16, 2019, between the Canadian Debtors and Wells Fargo (the "**Canadian Guaranty and Security Agreement**"). Pursuant to the Canadian Guaranty and Security Agreement, the Canadian Debtors unconditionally and irrevocably guaranteed the payment of all Guaranteed Obligations (as defined therein) under the Prepetition ABL Facility and granted Wells Fargo (for the benefit of the Secured Parties)(as defined therein)) a security interest in all of the present and after acquired property of the Canadian Debtors. A copy of the Canadian Guaranty and Security Agreement is attached hereto as **Exhibit "Z".**

[2] Such Collateral includes the Chapter 11 Debtors' inventory, general intangibles, intellectual property, documents, deposit accounts, equipment, fixtures, and inventory.

67. As part of the Collateral, Trentway-Wagar and Wells Fargo entered into an intellectual property security agreement (the "**Canadian Intellectual Property Security Agreement**"). Pursuant to the Canadian Intellectual Property Security Agreement, Trentway-Wagar agreed to grant Wells Fargo (for the benefit of the Secured Parties) a security interest in all of their right, title and interest to certain of the Canadian IP. A copy of the Canadian Intellectual Property Security Agreement is attached hereto as **Exhibit "AA".**

68. As part of the Collateral, the Canadian Debtors also entered into deeds of hypothecs under the laws of the Province of Quebec (the "**Deeds of Hypothec**"). Pursuant to the Deeds of Hypothec the Canadian Debtors granted hypothecs in favour of Wells Fargo over all property located in the Province of Quebec to secure the payment and performance in full of all Obligations under the Prepetition ABL Facility.

B. Main Street Loan and Other Unsecured Debt

69. In addition to the Prepetition ABL Facility, prior to the Petition Date, the Company entered into a Credit Agreement dated December 11, 2020, (the "**Main Street Loan Agreement**") among certain of the Chapter 11 Debtors (the "**Main Street Loan Debtors**") and Wells Fargo Bank, National Association as lender (the "**Main Street Lender**"). Megabus, Trentway-Wagar and Trentway Properties are all borrowers under the Main Street Loan Agreement. A copy of the Main Street Loan Agreement is attached hereto as **Exhibit "BB".**

70. Pursuant to the Main Street Loan Agreement, the Main Street Lender agreed to extend a term loan in the aggregate principal amount of $35 million to the Main Street Borrowers. The Main Street Loan is unsecured.

71. The Chapter 11 Debtors' other unsecured debt obligations (including trade and other claims) as of the Petition Date total at least $171.7 million.

C. SCUSI Note

72. Prior to the Petition date, Chapter 11 Debtor, Project Kenwood Intermediate Holdings Inc I Inc. ("**Holdings I**"), entered into a certain secured term promissory note, as obligor with SCUSI Limited ("**SCUSI**") as payee, dated as of April 16, 2019 (as heretofore amended, supplemented or otherwise modified, the "**SCUSI Note**").

73. In connection with the SCUSI Note, Holdings I agreed to pay SCUSI the principal amount of $87.6 million, with such obligations maturing on October 16, 2024. In connection with the SCUSI Note, Holdings I entered into that certain pledge agreement by and between SCUSI and Holdings I, dated as of April 16, 2019 (the "**SCUSI Pledge Agreement**").

74. Pursuant to the SCUSI Pledge Agreement, Holdings I pledged all of its right, title, and interest in, among other things, the equity interests in Chapter 11 Debtor Project Kenwood Intermediate Holdings II, LLC, ("**Holdings II**") which is the direct and wholly owned subsidiary of Holdings I. Holdings II is a parent company to Coach USA and consequently an ultimate parent company of the Canadian Debtors.

V. EVENTS LEADING TO CHAPTER 11 CASES AND CCAA PROCEEDINGS

75. The Company suffered substantially as a result of the COVID-19 pandemic, concomitant shutdowns and COVID-19's lasting impacts upon commuting patterns. During 2020, the Company was forced to cease operations completely for extended periods of time in multiple markets due to lockdowns and regulatory requirements. Consequently, ridership suffered dramatically, with the

Company seeing a 90% decline in ridership in 2020, as compared to pre-pandemic levels. Ridership in 2021 and 2022 were 26% and 39% of pre-pandemic levels respectively. By 2023, ridership had reached 45% of pre-pandemic levels. This pandemic-induced ridership decline caused considerable strains on the Company's liquidity.

76. The Company explored COVID-19 relief programs, including receiving the Main Street Loan as a part of the U.S. Federal Reserve System's Main Street Lending Program, which was created under the U.S. government's Coronavirus Aid Relief & Economic Security (CARES) Act. The Main Street Loan provided the Company with the liquidity it required to preserve jobs and weather the initial effects of the COVID-19 pandemic.

77. As a result of the pandemic, operating revenues for the Company in 2020 declined by nearly 60% versus 2019. During the ensuing years, revenues slowly rebounded, with revenues reaching nearly 58% of pre-pandemic levels in 2022. However, at the same time, operating expenses increased disproportionately as well, largely due to rising fuel, insurance, and labor costs.

78. Additionally, the Company's post-pandemic recovery was slowed by numerous factors. These included among other things, shifts towards hybrid work environments that cause fewer commuters and difficulties in the labor market and in hiring enough drivers to service areas of growth. This slower than expected recovery put further pressure on the Company's liquidity position, causing the Company's management to explore strategic alternatives to enhance value, including a potential sale of its business and other means of achieving profitability.

79. In November 2023, the Company engaged Houlihan Lokey Capital Inc. ("**Houlihan**") to assist it with evaluating all available options to preserve the Company as a going concern, including potential refinancing, recapitalization and sale transactions. Although the Company has

made all required payments of principal and interest under the Prepetition ABL Agreement, the Company's lagging revenues resulted in a breach of certain financial covenants, which triggered certain events of default thereunder. Together with Houlihan, the Company engaged with the Prepetition ABL Lenders regarding various strategic alternatives.

E. First Forbearance Agreement

80. On December 1, 2023, the Prepetition ABL Borrowers and the Prepetition ABL Lenders entered into a certain sixth amendment to the Prepetition ABL Credit Agreement and Forbearance Agreement (the "**First Forbearance Agreement**"). Pursuant to the First Forbearance Agreement, the Prepetition ABL Lenders agreed to forbear from exercising remedies in connection with existing events of default for a certain period while the Company continued to explore potential strategic and restructuring alternatives.

81. Since entering into the First Forbearance Agreement, the Company has worked with its advisors and made substantial progress in its marketing and Sale Process. Among other things, the Company and its advisors, launched a marketing process for the sale of substantially all of the Company's assets. In conjunction with this process, a data room has been set-up and information regarding the Company's business was populated. Furthermore, Houlihan contacted over 154 potential purchasers which resulted in 70 parties entering into nondisclosure agreements with the Company. As of the Petition Date, 12 parties provided indications of interest, which varied in scope and value. The pre-petition marketing and sale process has resulted in: (i) two going concern stalking horse bids for substantially all of the assets of 16 of the Company's Business Segments, including all of the Canadian operations; and (ii) a stalking horse bid for the liquidation of the Chapter 11 Debtors' double deck buses.

F. Second Forbearance Agreement and the Prepetition Undertakings of the Company Thereunder

82. The forbearance period under the First Forbearance Agreement was set to expire in the midst of the Company's sales and marketing process. For the Company to continue the process, the Prepetition ABL Lenders and the Prepetition ABL Loan Parties entered into a seventh amendment to the Prepetition ABL Credit Agreement and First Amendment to Forbearance Agreement (the "**Second Forbearance Agreement**"). The Second Forbearance Agreement extended the forbearance period to February 4, 2024, and set forth various restructuring milestones, including the sale of certain real property (as described in the First Day Declaration), and required the Prepetition ABL Loan Parties to comply with specified variance reporting covenants.

83. Pursuant to the Second Forbearance Agreement, the Company was required to appoint at least one independent director satisfactory to the Prepetition ABL Administrative Agent and the Prepetition ABL Lenders. On January 10, 2024, during the Company's continued pursuit of a sale transaction for some or all of its assets, Coach USA appointed two independent directors to its board of directors (the "**Former CUSA Independent Directors**").

84. April 10, 2024, the Former CUSA Independent Directors resigned from Coach USA, Inc.'s board of directors. In anticipation of an impending bankruptcy filing, the Former CUSA Independent Directors were replaced on April 22, 2024, by two seasoned professionals Thomas FitzGerald and Lawrence Hirsh, who were appointed to the boards of directors of certain of the Chapter 11 Debtors.

85. On or around January 25, 2024, the forbearance period under the Second Forbearance Agreement was terminated pursuant to a certain Notice of Continuance of Existing Defaults, Termination of Forbearance Period, Discretionary Advances and Reservation of Rights. Notwithstanding the termination of the Second Forbearance Agreement, the Company and their advisors continued to advance the Sale Process. Additionally, the Company continued to work diligently with the Prepetition ABL Lenders to reach a consensus. As a result, the Company was able to formulate a path forward for the Company that will save 2,100 jobs and preserve value for all stakeholders.

G. Restructuring Goals: Preserving Jobs, Maintaining Service and Maximizing Value

86. The Company commenced the Chapter 11 Cases in order to continue the process towards achieving value maximizing transactions. The Company will utilize the Chapter 11 Cases and these CCAA Proceedings to stabilize operations and continue the Sale Process commenced prior to the Petition Date, consummate value maximizing transactions and emerge from the Chapter 11 Cases and CCAA Proceedings. As noted above, the Company has been conducting a sale and marketing process with respect to substantially all of its assets since December 2023.

VI. RELIEF SOUGHT

A. Recognition of Foreign Main Proceedings

87. The Foreign Representative seeks recognition of the Chapter 11 Cases as "foreign main proceedings" pursuant to Part IV of the CCAA. The Canadian Debtors form a small part of the Company which conducts the majority of its business in the U.S.

88. Furthermore, as described above, the Canadian Debtors are managed by and wholly reliant on U.S. Management for back-office, technical and legal services. The Canadian Debtors are dependent on and wholly integrated with the U.S. operations. As such, the Canadian Debtors would not be able to function independently without the corporate functions performed by the U.S. Chapter 11 Debtors.

89. As a result of those efforts, the Company has three proposed sale transactions supported by stalking horse asset purchase agreements:

(i) a proposed transaction with an affiliate of The Renco Group, Inc. ("**NewCo**") for substantially all of the assets of the following businesses on a going concern basis (the "**NewCo Stalking Horse APA**"): Dillon's, Elko, Megabus Retail, Montreal, Olympia, Trentway/Ontario, Perfect Body, Rockland, Shortline, Suburban, Van Galder and Wisconsin (the "**NewCo Business Segments**");

(ii) a proposed transaction with AVALON Transportation, LLC or its designee for substantially all of the assets of the following businesses on a going concern basis (the "**Avalon Stalking Horse APA**"): Lenzer, Kerrville, All West, and ACL Atlanta Business Segments; and

(iii) a proposed transaction with ABC Bus, Inc. (the "**ABC Stalking Horse APA**," together with the NewCo Stalking Horse APA and Avalon Stalking Horse APA, the "**Stalking Horse APAs**") with respect to 143 double deck buses based in the U.S.

90. Only the NewCo Stalking Horse APA is relevant to the Company's Canadian operations and assets. The Avalon Stalking Horse APA and the ABC Stalking Horse APA relate to the Company's US business and assets.

91. Pursuant to the NewCo Stalking Horse APA, NewCo will assume $130 million of the secured indebtedness held by Prepetition ABL Lenders and DIP Lenders (as defined below) along with certain other specified liabilities, including the assumption of 22 collective bargaining agreements with 16 unions covering approximately 1,000 union employees associated with the NewCo Business Segments. The proposed transaction will enable the NewCo Business Segments to continue operations and growth and preserve 1,797 union and non-union jobs. NewCo also intends to retain certain members of the Chapter 11 Debtors' current management team, which will allow the NewCo Business Segments to emerge from the Chapter 11 Cases and CCAA Proceedings led by key members with decades of experience with the Company. The Newco Stalking Horse APA contemplates the purchase of the Canadian Debtors and substantially all their assets and operations.

92. The Chapter 11 Debtors intend to seek the U.S. Bankruptcy Court's approval of a Bidding Procedures and Sale Motion (the "**Bidding Procedures Motion**") for the conduct of an auction for all of their assets with the Stalking Horse APAs as a baseline for their respective assets. If granted by the U.S. Bankruptcy Court, the Foreign Representative intends to bring another motion before this Court seeking recognition of such order as soon as practicable thereafter.

93. The Company will continue operating in the ordinary course pending the results of the court-supervised sale process. In the event that, pursuant to the sale and marketing process, a going concern transaction does not materialize with respect to some or all of the Company's operations, the Company will seek to wind down operations. In preparation for this possibility, prior to the Petition Date the Company and their advisors engaged with representatives from various collective bargaining units for employees of certain of the Business Segments regarding the potential shutdown of these businesses.

B. Stay of Proceedings

94. By operation of the U.S. Bankruptcy Code, the Chapter 11 Debtors obtained the benefit of a stay of proceedings upon filing the Petitions with the U.S. Bankruptcy Court. A stay of proceedings in Canada is essential to protect the efforts of the Chapter 11 Debtors to proceed with the Chapter 11 Cases.

C. Recognition of First Day Orders

95. On June 13, 2024 the U.S. Bankruptcy Court heard the First Day Motions and granted the First Day Orders.

96. At this time, the Foreign Representative is seeking recognition in Canada of the following First Day Orders granted by the U.S. Bankruptcy Court:

(a) **Foreign Representative Order:** The Foreign Representative Order authorizes Coach USA to act as "authorized foreign representative" in order to seek the relief in this Part IV Application;

(b) **Interim DIP Order**: The Interim DIP Order, among other things: (i) authorizes the Chapter 11 Debtors to obtain postpetition financing on the terms described therein; (ii) authorizes the Chapter 11 Debtors to use cash collateral; (iii) grants adequate protection to the Prepetition ABL Parties (as defined therein); (iv) schedules a hearing with respect to the relief sought therein; and (v) grants related relief.

(c) **Interim Insurance and Surety Order:** In connection with their business, the Chapter 11 Debtors maintain, several insurance programs for, among other things, directors and officers, employment practices and fiduciary liability, general

liability, property, business automobile and garage, cyber, crime and terrorism, storage tank, environmental, and umbrella and excess liability as set-out in Exhibit A of the Insurance and Surety Motion. In addition to insurance, the Chapter 11 Debtors also hold 33 surety bonds issued by various carriers, as set-out in Exhibit B of the Insurance and Surety Motion. The Interim Insurance and Surety Bond Order, among other things: (i) authorizes but not directs the Chapter 11 Debtors' payment of prepetition obligations in the ordinary course of business in connection with insurance and surety Programs; (ii) authorizes the continuation of insurance premium financing programs; and (iii) authorizes the banks continued honoring and processing of electronic transfer requests related thereto;

(d) **Interim Taxes and Fees Order**: The Interim Taxes and Fees Order, among other things, authorizes but does not direct the Chapter 11 Debtors to pay prepetition taxes and fees owing on account of periods prior to the Petition Date, subject to the $610,000.00 cap provided for in the proposed Interim Taxes and Fees Order and authorizes the banks to honor and process check and electronic transfer related requests related thereto. As of the Petition Date, the Company estimates that total amount of prepetition taxes and fees owed is approximately $1,100,000.00 of which $485,868 is owed in Canada.

(e) **Joint Administration Order**: The Joint Administration Order, among other things directs the joint administration of all cases for each of the Chapter 11 Debtors for procedural purposes only;

(f) **Interim Utilities Order**: The Chapter 11 Debtors receive internet connectivity, electricity, gas, water, waste management services and telecommunications, including those listed at Exhibit A of the Utilities motion. The Interim Utilities motion, among other things: (i) prohibits utility companies from altering, refusing or discontinuing utility services; (ii) deems utility companies adequately assured of future payment; and (iii) establishes procedures for determining additional adequate assurance of payment;

(g) **Interim Cash Management Order:** The Interim Cash Management Order authorizes the Chapter 11 Debtors to, among other things: (i) maintain the existing cash management system; (ii) maintain existing bank accounts; (iii) continue to utilize existing business forms; and (iv) continue the performance of intercompany transactions in the ordinary course of business and grant administrative expense status for post-petition intercompany claims. As noted above, the Canadian Debtors are dependent on the continued operation of the Cash Management System for numerous key operational functions;

(h) **Interim Critical Vendors Order:** In the ordinary course of business, the Chapter 11 Debtors engage a number of providers of essential products or services, which the Chapter 11 Debtors historically required to run their operations and service their businesses. As of the Petition Date $5.6 million is owed to Critical Vendors (as defined therein). The Interim Critical Vendors Order, among other things, authorizes but does not direct the Chapter 11 Debtors to make payments of $7.8 million and $1.225 million for critical vendor claims and lien claims respectively.

A failure to pay critical vendors could result in the denial of goods and services that are critical to the continued operation of the business; and

(i) **Interim Customer Programs Order:** In the ordinary course of the Chapter 11 Debtors' business and as is customary in the industry, the Chapter 11 Debtors offered and engaged in certain customer and other programs and practices including: (i) customer refunds, (ii) customer deposits, (iii) promotional programs, (iv) fare discounts, (v) the use of credit cards and other payment processors, and (vi) interline agreements with other carriers. The Interim Customers Programs Order authorizes, but does not direct, the Chapter 11 Debtors to continue to administer the aforementioned customer programs;

(j) **Interim Employee Wages Order:** As of the Petition Date, the Company estimates that wage obligations currently owed in the ordinary course of business do not exceed approximately $6.7 million. The Employee Wages Order, among other things: (i) authorizes but does not direct the Chapter 11 Debtors pay certain prepetition wages and salary obligations; (ii) authorizes certain employee benefits and other obligations; (iii) authorizes the payment of certain prepetition wage obligations; and (iv) authorizes banks to honor and process requests related thereto;

(k) **Kroll Retention Order**: The Kroll Retention Order authorizes the retention and appointment of Kroll Restructuring Administration LLC ("**Kroll**") as claims and noticing agent to handle the thousands of claims that may arise as a result of the Chapter 11 Cases. Kroll has significant experience in both the legal and administrative aspects of large, complex chapter 11 cases;

(l) **Creditor Redaction Matrix Order:** The Creditor Redaction Matrix Order authorizes the Chapter 11 Debtors to redact certain personally identifiable information from the creditor matrix which they are to file with the U.S. Bankruptcy Court; and

(m) **Interim NOL Order:** The Interim Notice and Hearing Procedures Order establishes certain notice and hearing procedures that must be followed for: (i) certain transfers of PKH Stock (as defined therein); and (ii) certain claims of worthlessness for federal or state tax purposes with respect to PKH Stock, that must be complied with before such transfers of PKH Stock or claims of worthless PKH Stock are deemed effective;

97. I believe that the recognition of the First Day Orders is necessary, in the best interests of the Company, its creditors, equity holders and all other parties and will allow the Company to operate with minimal disruption and maximize value preservation during the pendency of these Proceedings. I further believe that the failure to recognize such First Day Orders may result in immediate and irreparable harm to the Company, their businesses, and their estates. Accordingly, for the reasons set forth herein, in the First Day Declaration and in the First Day Motions, I believe that the Court should recognize the First Day Orders.

D. The DIP Agreement [3]The Charges and Other Priority Amounts

98. The Company lacks the funding required to maintain their operations or administer the Chapter 11 Cases and CCAA Proceedings. Without access to debtor in possession financing and

[3] Capitalized terms used in this section but not defined herein shall have the meanings ascribed to them in the agreement to extend the DIP Facility (the "**DIP Agreement**"), between the Borrowers and Lenders (each as defined therein).

the ability to use cash collateral, the Company would be unable to, among other things, meet employee payroll obligations, default on payments to vendors, and operations would immediately cease. This would result in significant destruction to the Company's estate and harm all stakeholders.

99. The debtor in possession facility (the "**DIP Facility**") extended by the Prepetition ABL Lenders, in their capacity as postpetition lenders (in such capacity, the "**DIP Lenders**"), provides the Company with approximately $20 million of new money financing which will enable the Company to fund operations, meet various obligations as they become due, and effectively administer these Chapter 11 Cases and CCAA Proceedings. The DIP Facility is structured as a "creeping-roll up", pursuant to which all postpetition receipts will be applied to repay prepetition obligations owing to Prepetition ABL Lenders.

100. The DIP Facility represents the best financing available to the Company. Before entry into the postpetition credit agreement, Houlihan launched a marketing process to gauge third-party interest in providing postpetition financing to the Company. Of the 11 parties that engaged with Houlihan, none were willing to extend financing on a junior basis to the Prepetition ABL Facility. Similarly, no party submitted a proposal for financing on terms that were more favorable than the DIP Facility.

101. Some of the key terms of the DIP Facility are summarized below:

	Summary of Material Terms
Parent	Project Kenwood Intermediate Holdings III, LLC
Administrative Borrower	Project Kenwood Acquisition, LLC
Borrowers	Lakefront Lines, Inc. Megabus Canada Inc. Trentway-Wagar (Properties) Inc. Trentway-Wagar Inc.

	Coach USA, Inc. Dillon's Bus Service, Inc. Hudson Transit Lines, Inc. Cam Leasing, LLC Coach USA MBT, LLC Megabus Northeast, LLC Megabus Southeast, LLC Voyavation, LLC Megabus USA, LLC Pacific Coast Sightseeing Tours & Charters, Inc. Coach USA Illinois, Inc. Coach Leasing, Inc. TRT Transportation, Inc. Tri-State Coach Lines, Inc. Megabus West, LLC Coach Us Administration, Inc. Route 17 North Realty, LLC 349 First Street Urban Renewal Corp. Barclay Transportation Services, Inc. Barclay Airport Service, Inc. Colonial Coach Corp. Community Coach, Inc. Community Transit Lines, Inc. Community Transportation, Inc. Orange, Newark, Elizabeth Bus, Inc. Perfect Body, Inc. Short Line Terminal Agency, Inc. Suburban Management Corp. Suburban Transit Corp. Rockland Coaches, Inc. Olympia Trails Bus Company, Inc. Independent Trails Bus Company, Inc. Clinton Avenue Bus Company Hudson Transit Corporation Powder River Transportation Services, Inc. Chenango Valley Bus Lines, Inc. Rockland Transit Corporation Midtown Bus Terminal of New York, Inc. The Bus Exchange, Inc. Gad-About Tours, Inc. Central Cab Company Central Charters & Tours, Inc. Transportation Management Services, Inc. Butler Motor Transit, Inc. Lenzner Tours, Inc. Megabus Southwest, Llc Kerrville Bus Company, Inc. All West Coachlines, Inc. American Coach Lines Of Atlanta, Inc. Sam Van Galder, Inc. Wisconsin Coach Lines, Inc. Elko, Inc.
Lenders	Wels Fargo Bank, National Association US Bank City National Bank

Canadian Guarantors	3376249 Canada Inc., 3329003 Canada Inc., 4216849 Canada Inc., Douglas Braund Investments Limited and each other Canadian Borrower that the Administrative Borrower elects.
Maturity Date	The earlier of (a) one hundred eighty (180) days after the Filing Date, (b) twenty-eight (28) days after the consummation of a sale of all or substantially all of the Debtors' assets, and (c) the Plan Effective Date.
Maximum Revolver Amount	The aggregate amount of the Revolver Commitments of all Lenders, as such amount may be decreased by the amount of reductions in the Revolver Commitments made in accordance with Section 2.4(c) of the Agreement. As of the Closing Date, the Maximum Revolver Amount is $199,969,560.45.
Interest Rates	Except as provided in Section 2.6(c), all Obligations (except for undrawn Letters of Credit) that have been charged to the Loan Account pursuant to the terms hereof shall bear interest at a per annum rate equal to the Base Rate plus the Applicable Margin in effect from time to time applicable to Revolving Loans.
Use of DIP Facility	Each Loan Party will not, and will not permit any of its Subidiaries to use the proceeds of any Loan made hereunder for any purpose other than: (a) in accordance with and subject to the Approved Budget and the Financing Order, to pay the fees, costs, and expenses incurred in connection with this Agreement, the other Loan Documents, the commencement of the Bankruptcy Cases and the Recognition Proceedings and the transactions contemplated hereby and thereby, as and when such expenses are due and payable; (b) in accordance with and subject to the Approved Budget to the extent not otherwise prohibited by the Loan Documents or the Final Financing Order, to fund working capital needs and general corporate purposes of Borrowers, at such times and in such amounts as are in compliance with Section 7; and. (c) to provide cash "adequate protection" (as set forth in Section 361 of the Bankruptcy Code and the relevant sections of other applicable Insolvency Laws) in favor of the Existing Agent and the Existing Lenders, provided that: (w) no part of the proceeds of the Loans will be used to purchase or carry any such Margin Stock or to extend credit to others for the purpose of purchasing or carrying any such Margin Stock or for any purpose that violates the provisions of Regulation T, U or X of the Board of Governors; (x) no part of the proceeds of any Loan or Letter of Credit will be used, directly or indirectly, to make any payments to a Sanctioned Entity or a Sanctioned Person, to fund any investments, loans or contributions in, or otherwise make such proceeds available to, a Sanctioned Entity or a Sanctioned Person, to fund any operations, activities or business of a Sanctioned Entity or a Sanctioned Person, or in any other manner that would result in a violation of Sanctions by any Person; (y) no part of the proceeds of any Loan or Letter of Credit will be used, directly or indirectly, in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Sanctions, Anti-Corruption Laws or Anti-Money Laundering Laws; and (z) no part of the proceeds of any Loan or Letter of Credit will be used, directly or indirectly, in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to or for the benefit of any Affiliate of Administrative Borrower that is not a Loan Party.

	Notwithstanding the foregoing, no portion of the proceeds of the Loan made hereunder may be used in connection with the investigation (including discovery proceedings), initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation against the Existing Agent, Existing Lenders, Agent or Lenders, except for up to $50,000 permitted for investigation costs of any official statutory committee appointed pursuant to Section 1102 of the Bankruptcy Code.
Structure	Creeping roll up: postpetition receipts will be applied to repay prepetition obligations owing to Prepetition ABL Lenders.
Fees	The DIP Facility provides for the following fees: Agent Fees. Borrowers shall pay to Agent, for the account of Agent, as and when due and payable under the terms of the Fee Letter, the fees set forth in the Fee Letter. Unused Line Fee. Borrowers shall pay to Agent, for the ratable account of the Revolving Lenders, an unused line fee (the "Unused Line Fee") in an amount equal to the Applicable Unused Line Fee Percentage per annum times the result of (i) the Maximum Revolver Amount, minus (ii) the average amount of the Revolver Usage during the immediately preceding month (or portion thereof), which Unused Line Fee shall be due and payable, in arrears, on the first day of each month from and after the Closing Date up to the first day of the month prior to the date on which the Obligations are paid in full and on the date on which the Obligations are paid in full. Field Examination and Other Fees. Borrowers shall pay to Agent field examination, appraisal, and valuation fees and charges when due and payable in accordance with Section 2.6(d), in connection with any inspections permitted by Section 5.7 (subject to clause (b) thereof), which fees and charges shall be as follows: (i) a per diem fee at Wells Fargo's standard rate, per examiner, plus out-of-pocket expenses (including travel, meals, and lodging) for each field examination of any Borrower performed by or on behalf of Agent, and (ii) the fees, charges or expenses paid or incurred by Agent if it elects to employ the services of one or more third Persons to perform field examinations of Parent or its Subsidiaries, to establish electronic collateral reporting systems, to appraise the Collateral, or any portion thereof, or to assess Parent's or its Subsidiaries' business valuation.
Superpriority	Except as set forth herein or in the Financing Order, the DIP Recognition Order or the Canadian Supplemental Order, no other claim having a priority superior or pari passu to that granted to the Agent and the Lenders by the Financing Order and the DIP Recognition Order shall be granted or approved while any Obligations under this Agreement remain outstanding. Except for the Carveout and subject to entry of the Final Financing Order and the DIP Recognition Order, no costs or expenses of administration shall be imposed against the Agent, the Lenders or any of the Collateral or any of the Existing Agent, the Existing Lenders or the Collateral (as defined in the Existing Credit Agreement) under Sections 105, 506(c) or 552 of the Bankruptcy Code, or otherwise, and each of the Loan Parties hereby waives for itself and on behalf of its estate in bankruptcy, any and all rights under sections 105, 506(c) or 552, or otherwise, to assert or impose or seek to assert or impose, any such costs or expenses of administration against Agent, Lenders or any of the Collateral or any of the Existing Agent or the Existing Lenders.
Milestones	On or before June 14, 2024, the Bankruptcy Court shall have entered the Interim Order, on the terms and conditions contemplated by Loan Documents and otherwise in form and substance satisfactory to Agent; and on or before the date that is 3 Business Days following the entry of the Interim Order, or as soon as possible in the circumstances thereafter, the Canadian Court shall have issued Canadian Supplemental Order, in form and substance satisfactory to Agent;

	On or before July 9, 2024, the Bankruptcy Court shall have entered an order approving the Bidding Procedures Motion, in form and substance satisfactory to Agent (the "Bidding Procedures Order"); On or before the date that is 3 Business Days following the entry of the Bidding Procedures Order, or as soon as possible in the circumstances thereafter, the Canadian Court shall have issued an order recognizing the Bidding Procedures Order in the Recognition Proceedings, in form and substance satisfactory to Agent; On or before the date that is 21 days following the entry of the Interim Order, the Bankruptcy Court shall have entered the Final Order, on the terms and conditions contemplated by the Loan Documents and otherwise in form and substance satisfactory to Agent; and on or before the date that is 3 Business Days following the entry of the Final Order, or as soon as possible in the circumstances thereafter, the Canadian Court shall have issued the Second Canadian Supplemental Order, in form and substance satisfactory to Agent; On or before August 7, 2024, Borrowers will conduct one or more auctions for all or substantially all of the Debtors' assets; On or before August 12, 2021, the Bankruptcy Court shall have entered an order, in form and substance satisfactory to Agent (the "Sale Order"), authorizing and approving one or more sales of all or substantially all of the Debtors' assets pursuant to one or more definitive purchase agreements in form and substance acceptable to Agent, including, without limitation, with respect to the identity of the prospective purchaser, purchase price, any conditions to closing, the closing date, and other terms and conditions (each a "Purchase Agreement"); On or before the date that is 3 Business Days following the entry of the Sale Order, or as soon as possible in the circumstances thereafter, the Canadian Court shall have issued an order recognizing the Sale Order in the Recognition Proceedings, in form and substance satisfactory to Agent; On or before August 19, 2024, the Debtors shall have consummated one or more sales of all, or substantially all, of the Debtors' assets pursuant to, and in accordance with, the terms of the Sale Order and Purchase Agreement(s), and remitted all of the proceeds thereof (net only of such fees, expenses, charges or other amounts that may be expressly agreed to by Agent) to Agent for application in accordance with the Order; On or before August 8, 2024, the Debtors shall have filed their Schedules and Statement of Financial Affairs pursuant to Section 521 of the Bankruptcy Code and Rule 1007 of the Federal Rules of Bankruptcy Procedure with the Bankruptcy Court.

102. The Company requires the DIP Facility in order to effectuate the goals of the Chapter 11 Cases and CCAA Proceedings including, among other things, the continued marketing of the Company's assets with the goal of consummating a sale transaction.

103. The amounts actually borrowed by the Company under the DIP Facility are proposed to be secured by, in Canada, a Court-ordered charge (the "**DIP Charge**") on the present and future assets, property and undertakings of the Canadian Debtors (the "**Canadian Property**") that is

consistent with the liens, charges and priorities created by and set forth in the Interim DIP Order (including, with respect to the Carveout and the Prepetition ABL Priority Obligations (each as defined below), that rank in priority to all unsecured claims and are subject to the relative priority of liens as set forth in the Interim DIP Order on the Canadian Property, but subordinate to the proposed Administration Charge and the Directors' Charge. In connection with the Prepetition ABL Facility, the Canadian Debtors have previously extended security over the Canadian Property to the Prepetition ABL Lenders, which are also the lenders under the DIP Facility.

104. The indebtedness accrued under the DIP Facility is also secured pursuant to a Guarantee and Security Agreement (the "**Guarantee**"), wherein the Canadian Debtors unconditionally guarantee the obligations owed to the DIP Lenders thereunder. The entering into of the Guarantee was a requirement by the DIP Lenders to the extension of the DIP Facility.

105. The Interim DIP Order and the DIP Agreement provide for priority status for certain administrative amounts that may become payable in the Chapter 11 Cases (the "**Carveout**"). Pursuant to the Interim DIP Order, the Carveout is defined as (all capitalized terms have the meaning given to them in the Interim DIP Order): (i) all fees required to be paid to the Clerk of the Court and to the U.S. Trustee 28 U.S.C. § 1930(a) plus interest at the statutory rate (without regard to the Carveout Trigger Notice); plus the sum of (ii) all reasonable fees and expenses up to $25,000 incurred by a trustee under Bankruptcy Code § 726(b) (without regard to the Carveout Trigger Notice); (iii) to the extent allowed at any time, whether by final order, interim order, procedural order, or otherwise, subject to the Budget, all unpaid fees, costs, disbursements and expenses (the "**Allowed Professional Fees**") incurred or earned by the Carveout Professionals at any time before or on the Carveout Trigger Date, whether allowed by the Court prior to, on, or after delivery of a Carveout Trigger Notice (the "Pre-Trigger Carveout Cap"); and (iv) Allowed

Professional Fees of the Carveout Professionals incurred after the Carveout Trigger Date in an aggregate amount not to exceed the Post-Carveout Trigger Notice Amount, to the extent allowed at any time, whether by final order, interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the "Post-Carveout Trigger Notice Cap" and such amounts set forth in clauses (i) through (iv). The proposed Carveout is to rank in priority to the Prepetition ABL Priority Obligations and the DIP Lender's Charge, but subordinate to the Administration Charge and the Directors' Charge.

106. The Interim DIP Order and DIP Agreement also provide that certain amounts due to the ABL Lenders pursuant to the Prepetition ABL Facility are to rank in priority to amounts advanced under the DIP Agreement (the "**Prepetition ABL Priority Obligations**"). Each of the Carveout and Prepetition ABL Priority Obligations are exceptions to the priority of the DIP Charge over the Canadian Property.

E. Appointment of Information Officer

107. As part of its application, the Foreign Representative is seeking to appoint A&M as the information officer (the "**Information Officer**") in this proceeding. A&M is a licensed trustee in bankruptcy in Canada and its principals have acted as an information officer in several previous ancillary proceedings (both under Part IV of the CCAA as well as the former section 18.6 of the CCAA).

108. A&M has consented to acting as Information Officer in this proceeding. A copy of A&M's consent to act as Information Officer is attached hereto as **Exhibit "CC"**.

F. Administration Charge

109. The proposed Supplemental Order (Foreign Main Proceeding) provides that the Information Officer, along with its counsel, and the Chapter 11 Debtors' Canadian counsel will be granted an administration charge, with respect to their fees and disbursements in the maximum amount of $500,000 (the "**Administration Charge**") on the Canadian Property. The Administration Charge is proposed to have first priority over all other Charges. I believe the amount of the Administration Charge to be reasonable in the circumstances, having regard to the size of charges approved in similar CCAA proceedings, and the role that will be required of the proposed Information Officer, its legal counsel and the Chapter 11 Debtors' Canadian counsel. Furthermore, I do not believe that the Administration Charge will lead to any unwarranted duplication of advisory roles within these CCAA Proceedings.

G. Directors' Charge

110. I am advised by Mr. Shakra that in certain circumstances, directors can be held liable for certain obligations of a company and that in certain circumstances, directors and officers can be held liable for certain obligations of a company owing to employees and government entities, which may include unpaid accrued wages and unpaid accrued vacation pay, together with unremitted sales, goods and services and harmonized sales taxes.

111. It is my understanding that the Canadian Debtors' directors and its past and former officers who are or were employed, are potential beneficiaries of director and officer liability insurance (the "**D&O Insurance**"). In light of the insolvency, it is unclear whether the D&O Insurance provides adequate coverage against the potential liability that directors and officers could face in relation to these CCAA Proceedings.

112. However, the directors cannot be certain that the insurance providers will not seek to deny or limit coverage and as such, the Company seeks the granting of an order under the CCAA of a charge in favour of the Canadian Debtors' individual directors and officers in the amount of $3.9 million on the Canadian Property (the "**Directors' Charge**"). The Directors' Charge would be subordinate to the proposed Administration Charge. The Directors' Charge would act as security for the indemnification obligations of the Canadian Debtors for their directors' and officers' potential liabilities incurred after the filing date and a corresponding reduction in exposure for liabilities for the directors and officers of the Canadian Debtors that were secured under the Directors' Charge. The Directors' Charge would only be relied upon to the extent of the insufficiency of the existing D&O Insurance in covering any exposure of the Canadian Debtors' individual directors and officers.

113. The Directors' Charge is also subject to reduction as follows: (i) to the amount of $450,000 on the consummation of a transaction for all or substantially all of the Canadian Property that provides for the employment of substantially all Canadian employees; or (ii) by such other amount as may be agreed by the Canadian Debtors and the DIP Lenders in consultation with the Information Officer.

114. The amount of the proposed Charge has been estimated in consultation with the proposed Information Officer and with reference to the Canadian Debtors' potential exposure under the aforementioned obligations.

115. The Prepetition ABL Lenders (and the DIP Lenders), the Canadian Debtors' only material secured creditors, are supportive and have consented to the Directors' Charge.

VII. CONCLUSION

116. I believe that the relief sought in the proposed Initial Recognition Order and Supplemental Order (Foreign Main Proceeding) are necessary to protect the Canadian Debtors and preserve the value of the Canadian Business for a range of stakeholders. The requested relief will provide the Chapter 11 Debtors, including the Canadian Debtors, with the opportunity to pursue an orderly restructuring with a view to maximizing value.

SWORN BEFORE ME over videoconference on this 13th day of June, 2024 in accordance with Ontario *Regulation 431/20*. The affiant was located in the City of Hoboken, in the State of New Jersey and the Commissioner was located in the City of Toronto, in the Province of Ontario.

MILAN SINGH-CHEEMA
A Commissioner for taking Affidavits
(or as may be)

DocuSigned by:
2FFCE7940B0045C...

SPENCER WARE

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

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

Court File No.: [●]

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced in Toronto

AFFIDAVIT OF SPENCER WARE
(Sworn June 13, 2024)

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Lawyers for the Applicant

TAB B

THIS IS EXHIBIT "**B**" REFERRED TO IN THE
AFFIDAVIT OF SPENCER WARE
SWORN
THE 25TH DAY OF JULY, 2024

A Commissioner for taking affidavits, etc.

Court File No.: CV-24-00722168-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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 AMENDED

Applicant

SECOND AFFIDAVIT OF SPENCER WARE
(Sworn July 11, 2024)

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SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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 AMENDED

Applicant

SECOND AFFIDAVIT OF SPENCER WARE
(Sworn July 11, 2024)

I, Spencer Ware, of the City of Hoboken, in the State of New Jersey, United States of America**, MAKE OATH AND SAY:**

1. I am the Chief Restructuring Officer of Coach USA, Inc. ("**Coach USA**"). I was appointed as Chief Restructuring Officer by the Board of Directors of Coach USA on June 10, 2024. As Chief Restructuring Officer, I am familiar with the day-to-day operations, business and financial affairs, and books and records 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**") and the U.S. Chapter 11 Debtors (as defined below).

2. As Chief Restructuring Officer, I am familiar with the Company's (as defined below) business, financial condition, policies and procedures, day-to-day operations, and books and

records. Except as otherwise noted, all facts set forth herein are based upon my personal knowledge of the Company's operations and finances, information learned from my review of relevant documents, information supplied to me by other members of the Company's management and the Company's professional advisors, or my opinion based on my experience, knowledge, and information concerning the Company's operations and financial condition. Where I have obtained information from others and public sources, I have stated the source of that information and believe it to be true.

3. On the Petition Date (as defined below) Coach USA and certain of its affiliates[1] (collectively, the "**Chapter 11 Debtors**" or the "**Company**") including the Canadian Debtors, recently filed voluntary petitions (the "**Petitions**") for relief in the United States Bankruptcy Court of the District of Delaware (the "**U.S. Court**") pursuant to Chapter 11 of the United States

[1] Coach USA, Inc.; Project Kenwood Holdings, Inc.; Project Kenwood Intermediate Holdings I, Inc.; Project Kenwood Intermediate Holdings II,LLC; Project Kenwood Intermediate Holdings III, LLC; Project Kenwood Acquisition, LLC; Coach USA Administration, Inc.; Route 17 North Realty, LLC; Dillon's Bus Service, Inc.; Hudson Transit Lines, Inc.; Central Cab Company; Central Charters & Tours, Inc.; Transportation Management Services, Inc.; Hudson Transit Corporation; Powder River Transportation Services, Inc.; SL Capital Corp.; 349 First Street Urban Renewal Corp.; Barclay Airport Service, Inc.; Barclay Transportation Services, Inc.; Colonial Coach Corporation; Community Coach, Inc.; Community Transit Lines, Inc.; Community Transportation, Inc.; Orange, Newark, Elizabeth Bus, Inc.; Perfect Body Inc.; International Bus Services, Inc.; Short Line Terminal Agency, Inc.; Suburban Management Corp.; Suburban Transit Corp.; Suburban Trails, Inc.; Rockland Coaches, Inc.; Clinton Avenue Bus Company; Commodore Tours, Inc.; Community Bus Lines, Inc.; Community Tours, Inc.; Coach USA Illinois, Inc.; Coach Leasing, Inc.; TriState Coach Lines, Inc.; Sam Van Galder, Inc.; Wisconsin Coach Lines, Inc.; Lakefront Lines, Inc.; Pacific Coast Sightseeing Tours & Charters, Inc.; Kerrville Bus Company, Inc.; CAM Leasing, LLC; Independent Bus Company, Inc.; Leisure Time Tours; Olympia Trails Bus Company, Inc.; Butler Motor Transit, Inc.; Coach USA Tours – Las Vegas, Inc.; Twenty-Four Corp.; TRT Transportation, Inc.; Limousine Rental Service Inc.; Megabus Northeast, LLC; Megabus Southeast, LLC; Megabus Southwest, LLC; Megabus West, LLC; Paramus Northeast Mgt. Co., L.L.C.; Gad-About Tours, Inc.; All West Coachlines, Inc.; Coach USA MBT, LLC; Sporran GCBS, Inc.; Sporran RTI, Inc.; KILT of RI, Inc.; New York Splash Tours, LLC; Sporran AWC, Inc.; Sporran GCTC, Inc.; Lenzner Tours, LTD; Lenzner Tours, Inc.; Pennsylvania Transportation Systems, Inc.; Lenzner Transit, Case 24-11258-MFW Doc 2 Filed 06/11/24 Page 11 of 29 4 31728777.1 Inc.; Dragon Bus, LLC; Red & Tan Transportation Systems, Inc.; Red & Tan Charter, Inc.; Red & Tan Tours; Lenzner Transportation Group Inc.; Mister Sparkle, Inc.; Mountaineer Coach, Inc.; Red & Tan Enterprises, Inc.; Chenango Valley Bus Lines, Inc.; Megabus USA, LLC; Voyavation LLC; Elko, Inc.; American Coach Lines of Atlanta, Inc.; Rockland Transit Corporation; The Bus Exchange, Inc.; Midtown Bus Terminal of New York, Inc.; CUSARE, Inc., and CUSARE II, Inc. (collectively, the "**U.S. Chapter 11 Debtors**")

Bankruptcy Code. The cases commenced by the Company in the U.S. Bankruptcy Court are referred to herein as the "**Chapter 11 Cases**".

4. I swear this affidavit in support of the motion by Coach USA, in its capacity as foreign representative of the Canadian Debtors (in such capacity, the "**Foreign Representative**"), for an order (the "**Second Supplemental Order**"), *inter alia*:

(a) recognizing and enforcing certain Second Day Orders (defined below) entered by the U.S. Court;

(b) recognizing and enforcing certain Final First Day Orders (as defined below) entered by the U.S. Court; and

(c) such further and other relief as counsel may request and this Honorable Court may grant.

5. I previously swore an affidavit on June 13, 2024 (the "**Initial Affidavit**") in support of the Foreign Representative's application for the Initial Recognition Order and First Supplemental Order (each as defined below). Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Initial Affidavit. A copy of the Initial Affidavit, without exhibits is attached as **Exhibit "A"**.

6. All monetary references in this affidavit are in U.S. dollars, unless otherwise stated.

A. Background

7. On June 11, 2024 (the "**Petition Date**"), the Chapter 11 Debtors, filed the Petitions for relief in the U.S. Court pursuant to Chapter 11 of the United States Bankruptcy Code, commencing the Chapter 11 Cases.

8. The Company filed several first day motions (the "**First Day Motions**") with the U.S. Court on June 13, 2024. Since the Petition Date, the U.S. Court entered certain interim and/or final orders (the "**First Day Orders**") in respect of these First Day Motions, including the following:

(a) Foreign Representative Order;

(b) Interim DIP Order;

(c) Interim Insurance and Surety Order;

(d) Interim Taxes and Fees Order;

(e) Joint Administration Order;

(f) Interim Utilities Order;

(g) Cash Management Order;

(h) Interim Critical Vendors Order;

(i) Interim Customer Programs Order;

(j) Interim Employee Wages Order;

(k) Interim Kroll Retention Order;

(l) Interim Creditor Redaction Matrix Order; and

(m) Interim NOL Order.

9. The U.S. Court entered the following First Day Orders on a final basis, among others;

(a) Foreign Representative Order, authorizing Coach USA to act as the Foreign Representative, among other things;

(b) Joint Administration Order, directing the joint administration of all cases for each of the Chapter 11 Debtors for procedural purposes;

(c) Kroll Retention Order: authorizing the retention of Kroll Restructuring Administration LLC (**"Kroll**"), to act as the claims and noticing agent in the Chapter 11 Cases;

(d) Creditor Matrix Redaction Order, authorizing the Chapter 11 Debtors to redact certain personally identifiable information from the creditor matrix to be filed with the U.S. Court.

10. By order dated June 14, 2024 (the "**Initial Recognition Order**"), the Honourable Justice Osborne of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") recognized the Chapter 11 Cases as "foreign main proceedings" (the "**CCAA Proceedings**"), recognized the appointment of the Foreign Representative and granted related stays of proceedings in favor of the Canadian Debtors. A copy of the Initial Recognition Order is attached hereto as **Exhibit** "**B**" and attached hereto as **Exhibit "C"** is a copy of Justice Osborne's June 19, 2024 endorsement delivered in-connection therewith.

11. Justice Osborne also granted an order recognizing certain of the First Day Orders that were entered by the U.S. Court on June 13, 2024 (the "**First Supplemental Order"**) and appointing Alvarez & Marsal Canada Inc. ("**A&M**"), as the information officer (in such capacity, the "**Information Officer**") in respect of the CCAA Proceedings. A copy of the First Supplemental Order is attached hereto as **Exhibit "D".**

12. Pursuant to the First Supplemental Order, the following charges (the "**Charges**") over the Canadian Property (as defined therein) were granted, with the following priority as among them:

(a) First – a charge in favour of the Information Officer along with its counsel, and the Chapter 11 Debtors' Canadian counsel with respect to their fees and disbursements in the maximum amount of $500,000 (the "**Administration Charge**");

(b) Second – a charge in favour of the Canadian Directors and Officers not to exceed the maximum amount of $3,900,000 (the "**Directors' Charge**") (subject to further reduction in accordance with the terms of the First Supplemental Order); and

(c) Third – a charge in favour of the DIP Secured Parties (as defined therein) consistent with those liens, charges and priorities created by or set forth by the Interim DIP Order (the "**DIP Charge**").

B. Update on the Chapter 11 Cases

13. Since the U.S. Court granted the Interim DIP Order, pursuant to the DIP Agreement (as defined in the Initial Affidavit), approximately $28.0 million has funded under the DIP Facility to the Chapter 11 Debtors

14. In addition, as contemplated by the DIP Agreement, the Chapter 11 Debtors worked towards finalizing the Bidding Procedures (as defined below), pursuant to which the Chapter 11 Debtors will seek bids for a sale of all or substantially all of their assets. The Chapter 11 Debtors are seeking approval of the Bidding Procedures pursuant to a Bidding Procedures Order (as defined and further discussed below).

15. A meeting of the Chapter 11 Debtors' creditors has been scheduled to take place on July 24, 2024, in accordance with section 341 of the U.S. Bankruptcy Code.

16. The Chapter 11 Debtors attended another hearing with the U.S. Court on July 9, 2024 (the "**Second Day Hearing**") at which the Chapter 11 Debtors sought certain final orders and certain further orders (the "**Second Day Orders**"). The Final First Day Orders (as defined below) and Second Day Orders for which the Foreign Representative is seeking recognition in Canada are described in further detail in sections D and E of this affidavit.

17. The Chapter 11 Debtors have scheduled an additional hearing with the U.S. Court on July 16, 2024 (the "**Bidding Procedures and DIP Hearing**") at which the Chapter 11 Debtors will seek entry of a Final DIP Order and Bidding Procedures Order (each as defined below). The Foreign Representative is seeking recognition in Canada of the Final DIP Order and Bidding Procedures Order as described in further detail in Section F of this affidavit.

C. Update on the Canadian Debtors

18. Since the Court granted the Initial Recognition Order and the First Supplemental Order, the Canadian Debtors and Information Officer have diligently worked towards furthering the goals of these CCAA Proceedings. Among other things, the Canadian Debtors have engaged with

employees and provided updates as to the goals and progress of the Chapter 11 Proceedings and the CCAA Proceedings.

19. In addition, the Information Officer established a website (the "**Canadian Website**") for the CCAA Proceedings (https://www.alvarezandmarsal.com/CoachCanada) to post court documents filed in the CCAA Proceedings and certain other key information. The Information Officer's case website also indicates that further information regarding the Chapter 11 Proceedings is available at the website established by Kroll (https://cases.ra.kroll.com/CoachUSA/), (the "**U.S. Website**").

D. Recognition of Final First Day Orders

20. Pursuant to the Second Supplemental Order, the Foreign Representative seeks recognition by this Court of the final versions of the following First Day Orders which were granted by the U.S. Court (the "**Final First Day Orders**"). Copies of the Final First Day Orders entered by the U.S. Court are attached hereto as **Exhibits "E"- "L"**.

(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 " **Final Taxes and Fees Order**");

(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**");

(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**")

(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**");

(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 Relie*f (the "**Final Critical Vendors Order**");

(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**");

(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**"); and

(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**").

21. I understand that the Final First Day Orders correspond with the interim First Day Orders with respect to their material terms. The corresponding interim First Day Orders are summarized at paragraph 96 of the Initial Affidavit.

E. Recognition of Second Day Orders

22. Pursuant to the proposed Second Supplemental Order, the Foreign Representative also seeks recognition of the following U.S. Orders (the "**Second Day Orders**") each of which is described more in detail below. Copies of the Second Day Orders that have been issued and entered by the U.S. Court are appended hereto as **Exhibits "M"- "Q"**.

(a) *Order Authorizing and Approving Procedures for the Sale, Transfer, or Abandonment of De Minimis Assets* (the "**De Minimis Assets Order**");

(b) *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**");

(c) *Order (I) Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals, and (II) Granting Related Relief* (the "**Interim Compensation Order**");

(d) *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**"); and

(e) *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**")

i. *De Minimis Assets Order*

23. The proposed Second Supplemental Order contemplates seeking recognition of the De Minimis Assets Order. The De Minimis Assets Order, among other things, authorizes but does not direct the Chapter 11 Debtors to: (i) negotiate, enter into, execute, consummate, and perform sales or transfers of certain assets (the assets sold thereto, the "**Sale Assets**"), and (ii) abandon certain de minimis assets (together with the Sale Assets, the "**De Minimis Assets**").

24. The De Minimis Asset Sale Procedures apply to individual transactions or series of related transactions to a single buyer or group of related buyers with aggregate selling prices of equal to or less than $2,000,000, subject to certain exceptions as set out therein. At least five business days prior to the proposed closing of any sale of De Minimis Assets notice shall be given to the De Minimis Asset Notice Parties (as defined in the De Minimis Assets Order).

25. The De Minimis Assets have been determined to be of relatively low monetary value as compared to the magnitude of the Company's operations and are not subject of the Bidding Procedures or Stalking Horse Agreement (each as defined below). As a result, the Chapter 11 Debtors have determined that it would be an inefficient use of the U.S. Court's resources to seek approval for each time there is an opportunity to sell transfer or abandon the De Minimis Assets. Recognition of such approvals would prove a corresponding unnecessary burden on the resources of this Court.

26. The proposed Second Supplemental Order grants recognition of the De Minimis Assets Order and authorizes the Canadian Debtors to deal with their De Minimis Assets in accordance with the De Minimis Assets Order, notwithstanding paragraph 5 of the Initial Recognition Order, provided that the Canadian Debtors provide notice at least 7 days' written notice to the Information Officer prior to taking any action with respect to any property pursuant to the De Minimis Assets Order.

ii. *Rejection Order*

27. The proposed Second Supplemental Order contemplates seeking recognition of the Rejection Order. The Rejection Order, among other things authorized but does not direct the Chapter 11 Debtors to: (i) reject a certain nonresidential lease for a bus facility in Anaheim California (the "**Rejected Lease**"); (ii) reject a certain contract between U.S. Chapter 11 Debtors Megabus Northeast, LLC and Qualtrics, LLC (the "**Rejected Contract**"); and (iii) to reject any personal property of the Chapter 11 Debtors that remained as of the Petition Date on the premises subject to the Rejected Lease (the "**Personal Property**").

28. The Foreign Representative is seeking recognition of the Rejection Order, to the extent that any of the Personal Property is that of the Canadian Debtors. The approval of the Rejection Order is necessary in order to avoid the administrative burden that such a rejection would necessitate should any of the Personal Property belong to the Canadian Debtors and such recognition was not granted.

iii. *Interim Compensation Order*

29. The proposed Second Supplemental Order contemplates seeking recognition of the Interim Compensation Order. The Interim Compensation Order, among other things: (i) establishes procedures for the interim compensation and reimbursement of expenses for professionals (the "**Professionals**") and (ii) granting related relief.

30. The Foreign Representative is seeking recognition of the Interim Compensation Order, as the Chapter 11 Debtors are filing applications for authority to retain and employ the Professionals, which will include Bennett Jones LLP.

iv. *APA Sealing Order*

31. The proposed Second Supplemental Order contemplates seeking recognition of the APA Sealing Order. The APA Sealing Order, among other things, authorizes but does not direct the Chapter 11 Debtors to: (i) redact certain confidential commercial information (the "**Confidential Information**") in the Asset Purchase Agreement dated June 11, 2024 (the "**Stalking Horse Agreement**") by and between certain of the Chapter 11 Debtors as Sellers (as defined therein), Bus Company Holdings US, LLC, and 1485832 B.C. Unlimited Liability Company (together the "**Stalking Horse Purchasers**"); and (ii) directing that the Confidential Information not be made available to anyone without the prior written consent of the Chapter 11 Debtors, other than the U.S. Court and the Office of the United States Trustee for the District of Delaware.

32. The Confidential Information that the Chapter 11 Debtors seek to seal contains certain sensitive commercial information related to intellectual property and certain real property leases, including with respect to the Canadian Debtors. The disclosure of such Confidential information could give a competitor, or other parties, a significant and unfair advantage to the detriment of the Chapter 11 Debtors and all of their stakeholders. As a result, the Chapter 11 Debtors are seeking

the inclusion of sealing language in the Second Supplemental Order that corresponds with the APA Sealing Order.

v. *Bar Date Order*[2]

33. The proposed Second Supplemental Order contemplates seeking recognition of the Bar Date Order.

34. The Bar Date Order, among other things, establishes the following bar dates in respect of claims against the Chapter 11 Debtors (the "**Bar Dates**"):

(a) 5:00 p.m. (prevailing Eastern Time) on the 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: (a) the date the Chapter 11 Debtors file their Schedules with the Court, and (b) the date of entry of the Bar Date Order, as the deadline for all persons and entities (excluding governmental units) to file a Proof of Claim, as the General Bar Date;

(b) 5:00 p.m. (prevailing Eastern Time) on December 9, 2024, or such later date as the Bankruptcy Rules may provide, for governmental agencies to file a Proof of Claim;

(c) 5:00 PM (prevailing Eastern Time) on the date that is thirty (30) days following service of an order approving a rejection of an executory contract or unexpired lease, for any person or entity that holds a claim that arises from such a rejection to file a Proof of Claim; and

[2] Capitalized Terms used but not defined in this section and not otherwise defined have the meanings given to them in the Bar Date Order.

(d) 5:00 p.m. (prevailing Eastern Time) on the date that is twenty-one (21) days from the date that the Chapter 11 Debtors provide written notice to the affected creditor that the Schedules have been amended if the Chapter 11 Debtors amend their Schedules, for such affected creditors to file a Proof of Claim.

35. In addition to establishing the Claims Bar Dates, the Bar Date Order:

(a) establishes related procedures for filing Proofs of Claim;

(b) approves the form and scope of notice of the Bar Dates;

(c) approves the mailing procedures with respect to the bar date notices (the "**Bar Date Notice**"); and

(d) grants certain additional relief.

36. To provide adequate notice of the Bar Date Order, the Chapter 11 Debtors propose to serve the following parties with Bar Date Notices together with a copy of the Proof of Claim Form by first class United States mail, postage prepaid (or equivalent service):

(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 Chapter 11 Cases and the CCAA Proceedings pursuant to Bankruptcy Rule 2002 as of the date of the Bar Date Order;

(c) all parties that have filed Proofs of Claim in the Chapter 11 Cases as of the date of the Bar Date Order;

(d) all known holders of equity securities in the Chapter 11 Debtors as of the date of the Bar Date Order;

(e) all known parties to executory contracts and unexpired leases with the Chapter 11 Debtors;

(f) all known parties to litigation with the Chapter 11 Debtors as of the date of the Bar Date Order;

(g) any applicable regulatory authorities;

(h) the Internal Revenue Service;

(i) all known taxing authorities for the jurisdictions in which the Chapter 11 Debtors maintain or conduct business;

(j) the Securities and Exchange Commission;

(k) all attorneys general for states in which the Chapter 11 Debtors maintain or conduct business;

(l) all attorneys general for states in which the Chapter 11 Debtors maintain or conduct business;

(m) the U.S. Trustee; and

(n) the United States Attorney for the District of Delaware.

37. The Chapter 11 Debtors propose serving the Bar Date Package within five (5) business days of the later of :(a) the date the Chapter 11 Debtors file their Schedules with the U.S. Court, and (b) the date of entry of the Bar Date Order.

38. The Bar Date Order also provides for the Chapter 11 Debtors to, in their discretion, make supplemental mailings of Bar Date Notices, including in the event that: (a) notices are returned by the post office with forwarding addresses; (b) certain parties acting on behalf of parties in interest (e.g., banks and brokers with respect to equity holders) decline to pass along notices to these parties and instead return their names and addresses to the Chapter 11 Debtors for direct mailing; and (c) additional potential claimants or parties in interest become known after the initial mailing of the Bar Date Package.

39. By no later than ten (10) days after the entry of the Bar Date Order, the Chapter 11 Debtors will publish notice of the Bar Dates in one of the *The Wall Street Journal, The New York Times*, or *USA Today* (or other similar national publication), as determined by the Chapter 11 Debtors in their sole discretion as soon as practicable after the entry of the Bar Date Order.

40. In addition to the above, the Chapter 11 Debtors shall also coordinate the posting of the Bar Date Package on the U.S. Website and the Canadian Website.

41. The Chapter 11 Debtors are of the view that recognition of this Order is necessary for the protection of the Chapter 11 Debtors' property and is in the interest of their creditors for the following reasons:

(a) the Chapter 11 Cases apply to all creditors of the Chapter 11 Debtors, wherever they may be located, including creditors of the Canadian Debtors, and accordingly

one comprehensive claims process is appropriate, and the Bar Date Order provides that Canadian creditors are to be treated in the same manner as creditors situated in the U.S. or otherwise;

(b) the Bar Dates and procedures established by the Bar Date Order are reasonable and appropriate in the circumstances, providing claimants with the notice and opportunity to prepare and file proofs of claim, as well as allowing the Chapter 11 Cases to move forward quickly with a minimum of administrative expense and delay;

(c) recognition of the Bar Date Order by this Court will ensure that the deadline for filing proofs of claim is enforceable against all creditors of the Canadian Debtors so that the Chapter 11 Debtors can have an accurate understanding of the claims against their estates; and

(d) all known creditors and potential claimants will receive Bar Date Notices in the prescribed manner and will have access to all corresponding materials on the Canadian Website and the U.S. Website.

42. I have been advised that the Information Officer is supportive of the relief requested in respect of the Bar Date Order and intends to file a report with this Court outlining its support and the reasons for such support.

F. Recognition of Final DIP Order and Bidding Procedures Order

43. Pursuant to the proposed Second Supplemental Order, the Foreign Representative is also seeking recognition of the Final DIP Order and Bidding Procedures Order. Final copies of theFinal

DIP Order and Bidding Procedures Order will be appended to an affidavit to be filed and provided to the Court as soon as practicable. A copy of the Bidding Procedures Motion (as defined below) is appended hereto as **Exhibit "R":**

(a) *Final Order (I) Obtain Postpetition Secured Financing; (II) Authorizing the Applicable Debtors' Use of Cash Collateral; (III) Granting Adequate Protection to Prepetition ABL Administrative Agent and the Other Prepetition Secured Parties; and (IV) Granting Related Relief* (the "**Final DIP Order**")*;* and

(b) *Order (I) Approving Bidding Procedures in Connection with the Sale of Substantially all of the Chapter 11 Debtors' Assets, (II) Designating Stalking Horse Bidders and Stalking Horse Bidder Protections, (III) Scheduling Auction for and a Hearing to Approve the Sale of Assets, (IV) Approving Notice of Respective Date, Time and Place for Auction and for a Hearing on Approval of the Sale, (V) Approving Procedures for the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (VI) Approving Form and Manner of Notice Thereof, and (VII) Granting Related Relief* (the "**Bidding Procedures Order**", the motion filed in connection therewith the "**Bidding Procedures Motion**").

i. *Final DIP Order*[3]

44. As described in the Initial Affidavit, the Chapter 11 Debtors require the DIP Facility (as defined in the Initial Affidavit) to, among other things, meet employee payroll obligations, make payments to vendors, and continue operations.

[3] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the DIP Agreement.

45. A detailed summary of the DIP Facility is provided at paragraph 98 of the Initial Affidavit. As described in the Initial Affidavit, the DIP Facility, consists of, among other things, approximately $20 million of new money financing to enable the Company to fund operations, meet various obligations as they become due, and effectively administer the Chapter 11 Cases and CCAA Proceedings.

46. The DIP Facility is structured as a "creeping roll-up", pursuant to which all postpetition receipts will be applied to repay prepetition obligations owing to Prepetition ABL Lenders (as defined in the Initial Affidavit).

47. I understand that the Final DIP Order has substantially the same material terms as the Interim DIP Order. Among other things, the Final DIP Order provides priority status for certain administrative amounts that may become payable in the Chapter 11 Cases (the "**Carveout**"), in priority of the DIP Lender's Charge but subordinate to the Administration Charge and as further detailed in the Initial Affidavit. Furthermore, the Final DIP Order also provides for a payment of certain amounts due to the ABL Lenders pursuant to the Prepetition ABL Facility (as defined in the Initial Affidavit) to rank in priority to amounts advanced under the DIP Agreement.

48. As a condition precedent to further borrowings under the DIP Facility, the DIP Agreement requires the recognition of the Final DIP Order by the Court 3 Business Days after the entry thereof.

49. Recognition of the Final DIP Order in Canada will enable the Chapter 11 Debtors to finance the CCAA Proceedings and the Chapter 11 Cases and support the Chapter 11 Debtors' overall efforts to continue the Sale Process (as defined below) as contemplated by the Bidding Procedures Order. The failure to obtain recognition of the Final DIP Order would constitute a failure to meet

a critical condition precedent under the DIP Agreement and result in the Chapter 11 Debtors' inability to obtain critical financing under the DIP Facility, thereby harming the Chapter 11 Debtors and their stakeholders, including the Canadian Debtors and their employees. Accordingly, the Court's recognition of the Final DIP Order is required to facilitate the Chapter 11 Debtors' pursuit of the Chapter 11 Cases and CCAA Proceedings.

ii. *Bidding Procedures Order*[4]

50. The proposed Second Supplemental Order contemplates seeking recognition of the Bidding Procedures Order. A copy of the declaration of John Sallstrom sworn in support of the Bidding Procedures Order (the "**Sallstrom Bidding Procedures Declaration**") is attached hereto as **Exhibit "S"**.

51. As described in the Sallstrom Bidding Procedures Declaration, on December 4, 2023, prior to commencing the Chapter 11 Cases, the Chapter 11 Debtors, with the assistance of Houlihan Lokey ("**Houlihan**") launched a marketing process for the sale of substantially all of the Chapter 11 Debtors' assets (the "**Sale Process**"). As part of this process, Houlihan contacted 154 potential purchasers, which resulted in more than 70 parties executing nondisclosure agreements with the Chapter 11 Debtors to further explore a transaction with respect to some or all of the Chapter 11 Debtors' business segments and/or assets.

52. In parallel with this marketing process, Houlihan worked with the Chapter 11 Debtors and their other advisors to develop the Bidding Procedures to maximize the value of the Chapter 11

[4] Capitalized Terms used but not defined in this section and not otherwise defined have the meanings given to them in the Bidding Procedure Motion.

Debtors' estates in the Chapter 11 Cases. The Chapter 11 Debtors filed a draft version of the Bidding Procedures Order with the U.S. Court on June 12, 2024.

53. The Bidding Procedures Order, among other things:

(a) authorizes and approves bidding procedures (the "**Bidding Procedures**") in connection with the receipt and analysis of competing bids for the sales or dispositions (the "**Sales**") of substantially all of the Chapter 11 Debtors' assets, in the form attached as Exhibit A to the Bidding Procedures Motion;

(b) authorizes the Chapter 11 Debtors to enter into the Stalking Horse Agreement;

(c) approves the form and manner of notice of the Auction and Sales and a hearing thereon;

(d) authorizes and approves procedures for the assumption and assignment of the Assigned Contracts (defined below) in connection with the Sales;

(e) approves the form and manner of notice of the potential assumption and assignment of the Chapter 11 Debtors' executory contracts and unexpired leases substantially in the form contemplated by the Bidding Procedures Order; and

(f) related relief.

54. The Stalking Horse Agreement contemplates the acquisition of substantially all of the assets of the Canadian Debtors and certain of the Chapter 11 Debtors for a total consideration of at least $130,000,000, which includes the assumption of $130,000,000 of existing debt under the Prepetition ABL Facility and DIP Facility. Additionally, the Stalking Horse Agreement seeks to

preserve approximately 1,800 union and non-union jobs associated with the Sellers, including substantially all of the employees of the Canadian Debtors. A table setting out the full terms of the Stalking Horse Agreement was included in the Bidding Procedures Motion and is reproduced below:

Term[5] (Agreement Citation)	Detail
Sellers	Coach USA, Inc.; Coach USA Administration, Inc.; CUSARE, Inc.; 3329003 Canada Inc.; 3376249 Canada Inc.; 4216849 Canada Inc.; Barclay Airport Service, Inc.; Chenango Valley Bus Lines, Inc.; Dillon's Bus Service, Inc.; Douglas Braund Investments Inc.; Elko, Inc.; Hudson Transit Corporation; Hudson Transit Lines, Inc.; Megabus Canada Inc.; Midtown Bus Terminal of New York, Inc.; Olympia Trails Bus Company, Inc.; Paramus Northeast Mgt Co., LLC; Perfect Body, Inc.; Rockland Coaches, Inc.; Route 17 North Realty, LLC; Sam Van Galder, Inc.; Short Line Terminal Agency, Inc.; Suburban Management Corp.; Suburban Trails, Inc.; Suburban Transit Corp.; Trentway- Wagar Inc.; Voyavation LLC; Wisconsin Coach Lines, Inc.; Mister Sparkle, Inc.; Community Bus Lines, Inc.; Community Coach, Inc.; Community Tours, Inc.; Community Transit Lines, Inc.; Community Transportation, Inc.; Megabus Northeast, LLC; Coach USA MBT, LLC; Rockland Transit Corp.; and Trentway-Wagar (Properties) Inc (collectively, the "Sellers" and individually each a "Seller")
Stalking Horse Bidder (Recitals)	Bus Company Holdings US, LLC, and 1485832 B.C. Unlimited Liability Company (collectively, the "Purchaser") The NewCo Stalking Horse Bidder is not an insider, as defined in section 101(31) of the Bankruptcy Code.
Consideration (Art. 3.1)	In consideration for the Purchased Assets, the Purchaser shall pay the sum of the following: (a) the aggregate amount of the Assumed Liabilities (including the amount of the Assumed Secured Debt) set forth in the NewCo Stalking Horse APA; plus (b) the aggregate amount of the Cure Costs paid by the Purchaser in accordance with the NewCo Stalking Horse APA.
Agreements with Management (Art. 8.2(a)(xv))	Section 8.2(a)(xv) of the NewCo Stalking Horse APA provides that an obligation of the Purchaser to consummate the transactions contemplated by the NewCo Stalking Horse APA, which shall be subject to the fulfillment or waiver on or prior to the Closing Date, is receiving

[5] Capitalized terms used in this summary shall have the meanings ascribed to them in the Stalking Horse Agreement which is appended to the Bidding Procedures Motion at Exhibit 2.

Term[5] (Agreement Citation)	Detail
	employment agreements from each of certain members of the Debtors' current management team.
Releases **(Art. 7.3)**	Except for the D&O Claims, effective as of the Closing, the Purchaser, on behalf of itself and its successors, assigns, representatives, administrators and agents, and any other person or entity claiming by, though, or under any of the foregoing, does hereby unconditionally and irrevocably release, waive and forever discharge the Administrative Agent, the DIP Agent, any Lender or DIP Lender and each of the Sellers' past and present directors, officers, employees, advisors, accountants, investment bankers, attorneys, and agents from any and all claims, demands, damages, judgments, causes of action and liabilities or any nature whatsoever, whether or not known, suspected or claimed, arising directly or indirectly from any act, omission, event or transaction occurring (or any circumstances existing) with respect to the Purchased Assets on or prior to the Closing, except for any acts, omission, event or transaction occurring with respect to the NewCo Stalking Horse APA, the Ancillary Documents and the transactions contemplated by the NewCo Stalking Horse APA.
Private Sale/No Competitive Bidding	The Debtors are proposing, and the NewCo Stalking Horse APA contemplates, an open marketing and auction process, subject to receiving a higher or better offer on or before the Bid Deadline.
Closing Deadlines **(Arts. 3.5, 8 & 9.1)**	The Closing shall occur as promptly as practicable, and at no time later than the third Business Day following the date on which the conditions set forth in Section 8 have been satisfied or waived (other than the conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), or at such other place or time as the Purchaser and Sellers may mutually agree. The NewCo Stalking Horse APA may be terminated by either the Purchaser or Sellers upon ten (10) calendar days' written notice of such termination to the other Parties, if the Closing shall not have occurred on or prior to 75 days from entry of the Sale Order (the "Termination Date").
Good Faith Deposit **(Art. 3.3)**	The Purchaser has deposited into an escrow account (the "Escrow Account") with Young Conaway Stargatt & Taylor, LLP, as escrow agent (the "Escrow Holder") an amount equal to $2,000,000 (the "Good Faith Deposit") in immediately available funds, pursuant to the bid requirements described in the Bidding Procedures. The Good Faith Deposit has been funded by the Purchaser pursuant to the Bidding Procedures. Following the execution of the NewCo Stalking Horse APA by Sellers, the Good Faith Deposit shall become nonrefundable upon the termination of the NewCo Stalking Horse APA by Sellers pursuant to Section 9.1(d) (which such termination right is restricted, as provided below) and shall be refunded to the Purchaser upon the termination of NewCo Stalking Horse APA for any other reason (subject to Section 9.3). At the Closing, Sellers and the Purchaser shall instruct the Escrow Holder to release the Good Faith Deposit (and any interest or income accrued thereon) to Purchaser. In the event the Good Faith Deposit becomes nonrefundable as provided

Term[5] (Agreement Citation)	Detail
	therein before the Closing by reason of a termination pursuant to Section 9.1(d) or the last sentence of Section 9.3, the Escrow Holder shall promptly disburse the Good Faith Deposit and all interest or income accrued thereon to Sellers to be retained by Sellers for their own account. Sellers' retention of the Good Faith Deposit pursuant to the preceding sentence shall constitute liquidated damages for the Purchaser's breach, and, except for the loss of the Good Faith Deposit, the Purchaser shall not have any further liability to Sellers and Sellers shall not have any further remedy against Purchaser. If the transactions contemplated therein terminate in accordance with the termination provisions thereof by any reason other than pursuant to Section 9.1(d) (subject to Section 9.3), the Escrow Holder shall promptly return to the Purchaser the Good Faith Deposit (together with all income or interest accrued thereon).
Interim Arrangements (Art. 6.1)	Sellers agree that, between the Agreement Date and the earlier of the Closing Date and the date on which the NewCo Stalking Horse APA is terminated in accordance with its terms, Sellers shall (i) permit the Purchaser's Representatives reasonable access during regular business hours and upon reasonable notice, to the offices, properties, agreements and other documentation and financial records of Sellers relating to the Business, the Purchased Assets, the Assumed Liabilities and/or the Seller Employees to the extent the Purchaser reasonably requests provided access shall not include any invasive testing of any Leased Real Property or Owned Real Property; and (ii) permit the Purchaser's Representatives to contact, or engage in any discussions or otherwise communicate with, the Seller Employees, and reasonably cooperate with the Purchaser's Representatives in facilitating such communications (including by way of on-site visits and interviews). Sellers shall use commercially reasonable efforts to cause their respective Representatives to reasonably cooperate with the Purchaser and the Purchaser's Representatives in connection with such investigations and examinations, and the Purchaser shall, and use its commercially reasonably efforts to cause its Representatives to, reasonably cooperate with the Sellers and their Representatives, and shall use their commercially reasonable efforts to minimize any disruption to the operation of the Business or the Purchased Assets. All confidential documents and information concerning the Business furnished to the Purchaser or its Representatives in connection with the transactions contemplated by the NewCo Stalking Horse APA and the other Ancillary Documents are subject to the terms and conditions of that certain Confidentiality Agreement dated February 20, 2024, by and between Coach USA, Inc. and The Renco Group, Inc.
Use of Proceeds (Art. 3.2)	At the Closing, the Purchaser shall satisfy the Purchase Price as follows: (a) the Purchaser shall take the actions described in Section 3.3 with respect to the Good Faith Deposit; (b) the Purchaser shall pay directly to the obligees identified on Schedule 2.5 of the Cure Costs in the Ordinary Course of Business post-Closing up to $6,000,000; provided, however, that the Purchaser shall only be

Term[5] (Agreement Citation)	Detail
	obligated to pay a Cure Cost if it has assumed the underlying Liability to such obligee under the NewCo Stalking Horse APA; and (c) with respect to the Assumed Liabilities, the Purchaser shall assume such Assumed Liabilities at the Closing and satisfy such Assumed Liabilities in accordance with their terms.
Tax Exemptions **(Art. 7.1(b))**	Without limiting the other terms set forth in the NewCo Stalking Horse APA, any sales Tax, use Tax, GST/HST and QST, provincial sales Tax, real property transfer or gains Tax, real property records recordation fees, documentary stamp Tax or similar Tax attributable to the sale or transfer of the Purchased Assets and not exempted under the Sale Order or by section 1146(a) of the Bankruptcy Code ("Transfer Taxes") shall be borne 50% by the Purchaser and 50% by the Seller. The Purchaser shall, at its own expense, file any necessary Tax Returns relating to Transfer Taxes and other documentation with respect to any Transfer Taxes. Each Party agrees to use its, and to cause its Affiliates to use, commercially reasonable efforts to mitigate, reduce, or eliminate any Transfer Taxes, including by becoming registered for Transfer Tax purposes, by making available Tax elections (including making a joint election in a timely manner under Section 167 of the ETA and Section 75 and Section 75.1 of the Act respecting the Quebec sales tax, R.S.Q., c T-0.1), and by completing any necessary exemption certificates or similar documentation.
Record Retention **(Arts. 7.1(d) & 7.5)**	The Purchaser and Sellers agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Purchased Assets (including access to books and records) as is reasonably necessary for the filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any audit by any taxing authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax, in each case, for any Pre-Closing Tax Period or Straddle Period. The Purchaser and Sellers shall retain all Tax Returns and related books and records with respect to Taxes pertaining to the Purchased Assets for any Pre-Closing Tax Period or Straddle Period until the expiration of the applicable statute of limitations of the taxable period for which such Tax Returns and other documents related. Sellers and the Purchaser shall cooperate with each other in the conduct of any audit or other proceeding relating to Taxes involving the Purchased Assets for any Pre-Closing Tax Period or Straddle Period. In order to facilitate Sellers' efforts to administer and close the Bankruptcy Case (together, the "Post-Close Filings"), for a period of two (2) years following the Closing, the Purchaser shall (i) permit Sellers and Sellers' counsel and accountants (collectively, "Permitted Access Parties") during regular business hours, with reasonable notice, reasonable access to the financial and other books and records that comprised part of the Purchased Assets to the extent required to complete the Post-Close Filings, which access shall include (A) the right of such Permitted Access Parties to copy, at such Permitted Access Parties' expense, such required documents and records and (B) the Purchaser's copying and delivering to the relevant

Term[5] (Agreement Citation)	Detail
	Permitted Access Parties such documents or records as they require, but only to the extent such Permitted Access Parties furnish the Purchaser with reasonably detailed written descriptions of the materials to be so copied and the applicable Permitted Access Party reimburses the Purchaser for the costs and expenses of such copies and any such other costs Purchaser incurs in connection with providing the Permitted Access Parties access to such records, and (ii) provide the Permitted Access Parties reasonable access to (A) Jazmine Estacio, Jerry Lunanuova and his staff, and Derrick Waters, (B) other Purchaser staff for occasional questions, and (C) the members of Purchaser's finance team and accounts payable team supporting the Purchased Assets. Additionally, for a period of two (2) years following the Closing, the Purchaser shall provide reasonable assistance (1) transitioning automatic payments and deposits from Sellers' accounts to Purchaser, (2) processing final paychecks for employees of Sellers and their Affiliates who are not Seller Employees, (3) with final employee benefit payouts and transition of employee benefits, (4) with the payment of trade payables that are not Purchased Assets, (5) splitting invoices existing as of the Closing to allocate between Purchased Assets and other assets of Sellers and their Affiliates, (6) with accounting for the transactions contemplated thereby and by the transactions to sell assets of Seller and its Affiliates that are not Purchased Assets, (7) filing final Tax Returns for Sellers and their Affiliates, and (8) dissolving Sellers and their Affiliates, and (9) such other services as reasonably requested by Sellers.
Sale of Avoidance Actions **(Art. 2.1(o))**	The Purchased Assets include the Waived Avoidance Actions, which are the Avoidance Actions against (i) the holder of a trade payable assumed by the Purchaser thereunder in respect of such trade payable (ii) the counterparty to an Assumed Contract with respect to Assumed Liabilities relating to such Assumed Contract and (iii) the Lenders, provided, that such Waived Avoidance Actions shall be waived by Sellers and the Purchaser prior to or as of Closing.
No Successor Liability **(Art. 1.1(yyyyyy))**	If the NewCo Stalking Horse Bidder is the Successful Bidder for the Assets, the Debtors intend to seek entry of a Sale Order that provides, among other things, that the NewCo Stalking Horse Bidder is a good faith purchaser entitled to the protections of section 363(m) of the Bankruptcy Code and is not a successor to the Debtors.
Free and Clear of Unexpired Leases or Other Rights **(Art. 1.1(yyyyyy))**	The Debtors intend to seek entry of a Sale Order that provides, among other things, Court approval of the sale of the Purchased Assets free and clear of all Claims and Encumbrances (other than Permitted Encumbrances) pursuant to (among other provisions) sections 105, 363, 365, and 1113(a) of the Bankruptcy Code.
Relief from Bankruptcy	As noted below, the Debtors are seeking a waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h).

55. A copy of the Stalking Horse Agreement with the Confidential Information redacted in accordance with the APA Sealing Order and Second Supplemental Order is attached hereto as **Exhibit "T"**.

56. The Stalking Horse Agreement contemplates the purchase of assets held by the Canadian Debtors and is the only bid of several submitted to the Company to do so. A full summary of the salient terms of the Bidding Procedures are reproduced at paragraph 25 of the Bidding Procedures Motion. Only some of the applicable terms with respect to the Canadian Debtors are repeated herein.

57. Pursuant to the Bidding Procedures, the Stalking Horse Purchasers are entitled to: (a) a breakup fee of approximately 2.65% of the purchase price (i.e. $3,450,000), and (b) reimbursement of the Stalking Horse Purchasers' actual, reasonable, documented, out-of-pocket costs and expenses up to a maximum amount of $1,150,000 (together with (a), the "**Bid Protections**"). The Bidding Procedures also require that each Qualified Bid for the Assets be a price equal to or greater than (x) the amount of the purchase price consideration set forth in the Stalking Horse APA, (y) the Bid Protections of $4,600,000, and (z) an overbid amount of $1,000,000.

58. As noted in the Sallstrom Declaration:

(a) the proposed Bid Protections are a necessary condition for the Stalking Horse Purchasers to enter into the Stalking Horse Agreement, as the Stalking Horse Bidder was unwilling to hold open its offer without assurance of payment of the key provisions set forth therein; and

(b) the proposed Bid Protections will not diminish the Chapter 11 Debtors' estates as any Alternative Transaction (as defined in the Stalking Horse Agreement) or competing bid must exceed the bid set forth in the Stalking Horse Agreement by at least $1,000,000, increasing the ultimate value of the sale to benefit the Chapter 11 Debtors' stakeholders and parties in interest.

59. Pursuant to the Bidding Procedures, the Chapter 11 Debtors in consultation with: (i) Wells Fargo Bank, National Association, in its capacity as DIP Agent and Prepetition ABL Administrative Agent for the DIP Lenders and Prepetition ABL Lenders; (ii) counsel to the official committee of unsecured creditors appointed in the Chapter 11 Cases, may announce at the relevant Auction additional procedural rules provided that such rules are not materially inconsistent with these Bidding Procedures and are disclosed to each Qualified Bidder (as defined in the Bidding Procedures) at the Auction.

60. The Bidding Procedures Order contemplates the approval of the Notice of Auction and Sale Hearing (as defined in the Bidding Procedures Motion) for the provision of notice of a sale hearing on August 12, 2024 (the "**Sale Hearing**"). The Foreign Representative shall apply to this Court for a sale recognition order (the "**Canadian Sale Recognition Order**") as soon as practicable following the applicable Sale Hearing and entry of a corresponding order by the U.S. Court. Such Canadian Sale Recognition Order is a condition to the sale of the assets of the Canadian Debtors within the Stalking Horse Agreement and shall be a condition within any other agreement contemplating a sale of the Canadian Debtors' assets.

61. The Bidding Procedures Provide for the following key dates (the "**Key Dates**"):

Date or Time	Event or Deadline
July 16, 2024 at 2:00 p.m. (ET)	Hearing on Approval of the Bidding Procedures with the U.S. Court
July 15, 2024	Deadline for Chapter 11 Debtors to Provide Notice of Potential Assumption and Assignment of Executory Contracts
August 1, 2024 at 4:00 p.m. (ET)	Deadline to File Cure Costs/Assignment and Sale Objections
August 1, 2024 at 5:00 p.m. (ET)	Bid Deadline
August 2, 2024	Determination of Qualified Bids
August 6, 2024 at 10:00 a.m. (ET)	Auction (if necessary)
August 7, 2024 at 4:00 p.m. (ET)	Deadline to File Post-Auction Objections
August 9, 2024 at 4:00 p.m. (ET)	Deadline for Chapter 11 Debtors to File Reply to Sale Objections and Post-Auction Objections
August 12, 2024 at 10:00 a.m. (ET)	Sale Hearing with the U.S. Court

62. I have been advised that the Information Officer is supportive of the relief proposed in the Bidding Procedures Order, including the Bidding Procedures and Key Dates and finds them reasonable and appropriate in the circumstances.

G. Conclusion

63. I believe that the relief sought in the proposed Second Supplemental Order is necessary to protect the Canadian Debtors and preserve the value of the Canadian Debtors' business for a range of stakeholders. The requested relief will provide the Chapter 11 Debtors, including the Canadian Debtors, with the opportunity to continue their pursuit of an orderly restructuring with a view to maximizing value.

SWORN BEFORE ME over videoconference on this 11th day of July, 2024 in accordance with Ontario *Regulation 431/20*. The affiant was located in the City of Hoboken, in the State of New Jersey and the Commissioner was located in the City of Toronto, in the Province of Ontario.

DocuSigned by:

2FECE7040B0045C...

MILAN SINGH-CHEEMA

A Commissioner for taking Affidavits

(or as may be)

SPENCER WARE

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

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

Court File No.: CV-24-00722168-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced in Toronto

AFFIDAVIT OF SPENCER WARE
(Sworn July 11, 2024)

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Lawyers for the Applicant

TAB C

THIS IS EXHIBIT "**C**" REFERRED TO IN THE
AFFIDAVIT OF SPENCER WARE
SWORN
THE 25TH DAY OF JULY, 2024

A Commissioner for taking affidavits, etc.

Court File No. CV-24-00722168-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	FRIDAY, THE 14TH
	)	
JUSTICE OSBORNE	)	DAY OF JUNE, 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

INITIAL RECOGNITION ORDER
(FOREIGN MAIN PROCEEDING)

THIS APPLICATION, 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**" and each a "**Canadian Debtor**"), 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 Application Record, was heard this day by judicial videoconference via Zoom at Toronto, Ontario.

ON READING the Notice of Application, the affidavit of Spencer Ware affirmed June 13, 2024, and the affidavit of service of Milan Singh-Cheema affirmed June 13, 2024, filed,

AND UPON BEING ADVISED by counsel for the Foreign Representative that in addition to this Initial Recognition Order, a Supplemental Order (Foreign Main Proceeding) (the "**Supplemental Order**") is being sought,

AND UPON HEARING the submissions of counsel for the Foreign Representative, counsel for Alvarez & Marsal Canada Inc., in its capacity as proposed information officer (as appointed pursuant to the Supplemental Order, the "**Information Officer**"), 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 affirmed June 13, 2024:

SERVICE

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

FOREIGN REPRESENTATIVE

2. **THIS COURT ORDERS AND DECLARES** that the Foreign Representative is the "foreign representative" as defined in section 45 of the CCAA of the Canadian Debtors in respect of the cases commenced in the United States Bankruptcy Court for the District of Delaware by the Canadian Debtors pursuant to Chapter 11 of the United States Bankruptcy Code (collectively, the "**Foreign Proceeding**").

CENTRE OF MAIN INTEREST AND RECOGNITION OF FOREIGN PROCEEDING

3. **THIS COURT ORDERS** that the centre of main interests for each of the Canadian Debtors is the United States of America and that the Foreign Proceeding is hereby recognized as a "foreign main proceeding" as defined in section 45 of the CCAA.

STAY OF PROCEEDINGS

4. **THIS COURT ORDERS** that until otherwise ordered by this Court:

   (a) all proceedings taken or that might be taken against the Canadian Debtors under the *Bankruptcy and Insolvency Act* or the *Winding-up and Restructuring Act* are stayed;

   (b) further proceedings in any action, suit or proceeding against the Canadian Debtors are restrained; and

(c) the commencement of any action, suit or proceeding against the Canadian Debtors is prohibited.

NO SALE OF PROPERTY

5. **THIS COURT ORDERS** that, except with leave of this Court, each of the Canadian Debtors is prohibited from selling or otherwise disposing of:

(a) outside the ordinary course of its business, any of its property in Canada that relates to the business; and

(b) any of its other property in Canada.

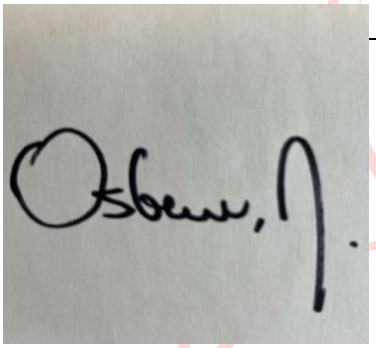
GENERAL

6. **THIS COURT ORDERS** that within five (5) business days from the date of this Order, or as soon as practicable thereafter, the Information Officer, shall cause to be published a notice once a week for two (2) consecutive weeks, in the *Globe and Mail* (National Edition) regarding the issuance of this Order and the Supplemental Order.

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

9. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days notice to the Canadian Debtors and the Foreign Representative and their respective counsel, and to any other party or parties likely to be affected by the order sought, or upon such other notice, if any, as this Court may order.



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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, c. C-36, AS AMENDED **Court File No: [●]**

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

INITIAL RECOGNITION ORDER
(FOREIGN MAIN PROCEEDING)

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Lawyers for the Applicant

TAB D

THIS IS EXHIBIT "**D**" REFERRED TO IN THE
AFFIDAVIT OF SPENCER WARE
SWORN
THE 25TH DAY OF JULY, 2024

A Commissioner for taking affidavits, etc.

Court File No. CV-24-00722168-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	FRIDAY, THE 14TH
	)	
JUSTICE OSBORNE	)	DAY OF JUNE, 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

SUPPLEMENTAL ORDER
(FOREIGN MAIN PROCEEDING)

THIS APPLICATION, 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 Application Record, was heard this day by judicial videoconference via Zoom at Toronto, Ontario.

ON READING the Notice of Application, the affidavit of Spencer Ware affirmed June 13, 2024 (the "**Ware Affidavit**"), and the affidavit of service of Milan Singh-Cheema affirmed June 13, 2024, filed,

AND UPON HEARING the submissions of counsel for the Foreign Representative, counsel for Alvarez & Marsal Canada Inc. ("**A&M**"), in its capacity as proposed information officer, 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 affirmed June 13, 2024, and on reading the consent of A&M to act as the information officer:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application 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.

INITIAL RECOGNITION ORDER

3. **THIS COURT ORDERS** that the provisions of this Order shall be interpreted in a manner complementary and supplementary to the provisions of the Initial Recognition Order (Foreign Main Proceeding) dated as of June 14, 2024 (the "**Recognition Order**"), provided that in the event of a conflict between the provisions of this Order and the provisions of the Recognition Order, the provisions of the Recognition Order shall govern.

RECOGNITION OF FOREIGN ORDERS

4. **THIS COURT ORDERS** that the following orders of the United States Bankruptcy Court for the District of Delaware (the "**U.S. Bankruptcy Court**") made in the Foreign Proceeding (as defined in the Recognition Order) (the "**Foreign Orders**") are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA:

(a) *Order (I) Authorizing Coach USA Inc. to Act as Foreign Representative of the Debtors and (II) Granting Related Relief* (the "**Foreign Representative Order**");

(b) *Interim Order (I) Authorizing Applicable Debtors to: (A) Use Cash Collateral on an Emergency Basis Pending a Final Hearing; (B) Postpetition Debt on a Emergency Basis Pending a Final Hearing; and (C) Grant Adequate Protection and Provide Security and Other Relief to Wells Fargo Bank, National Association, as Agent and the Other Secured Parties* (the "**Interim DIP Order**");

(c) *Order (I) Authorizing the Joint Administration of the Debtors' Chapter 11 Cases, (II) Granting Related Relief* (the "**Joint Administration Order**");

(d) *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* (the "**Interim Utilities Order**");

(e) *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* (the "**Interim Taxes Order**");

(f) *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* (the "**Interim Wages Order**");

(g) *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* (the "**Insurance and Surety Bond Motion**");

(h) *Interim 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 "**Interim Cash Management Order**");

(i) *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* (the "**Interim Customer Programs Order**");

(j) *Interim 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 "**Interim Critical Vendors Order**");

(k) *Chapter 11 Debtors 'Application for Appointment of Kroll Restructuring Administration LLC as Claims and Noticing Agent* (the "**Kroll Retention Motion**");

(l) *An* Order *(I) Authorizing the Redaction of Certain Personal Identification Information in Chapter 11 Debtors' Creditor Matrix; and (II) Granting Related Relief* (the "**Creditor Matrix Redaction Order**"); and

(m) *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* (the "**Interim NOL Order**");

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 (as defined below). Copies of which are attached as Schedules "A" to "M" hereto, respectively.

APPOINTMENT OF INFORMATION OFFICER

5. **THIS COURT ORDERS** that A&M is hereby appointed as an officer of this Court (in such capacity, the "**Information Officer**"), with the powers and duties set out herein.

NO PROCEEDINGS AGAINST THE CANADIAN DEBTORS OR THE PROPERTY

6. **THIS COURT ORDERS** that until such date as this Court may order (the "**Stay Period**") no proceeding or enforcement process in any court or tribunal in Canada (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Canadian Debtors, or their employees or representatives acting in such capacities, or affecting their business (the "**Business**") or their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"), except with the written consent of the Canadian Debtors or with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the Canadian Debtors or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

7. **THIS COURT ORDERS** that, without limiting the stay of proceedings provided for in the Recognition Order, during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Canadian Debtors or their employees and representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Canadian Debtors or leave of this Court, provided that nothing in this Order shall (a) prevent the assertion of or the exercise of rights and remedies outside of Canada, (b) empower any of the Canadian Debtors to carry on any business in Canada which that Canadian Debtor is not lawfully entitled to carry on, (c) affect such investigations or Proceedings by a regulatory body as are permitted by section 11.1 of the CCAA, (d) prevent the filing of any registration to preserve or perfect a security interest, or (e) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

8. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by any of the Canadian Debtors and affecting the Business in Canada, except with leave of this Court.

ADDITIONAL PROTECTIONS

9. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Canadian Debtors or statutory or regulatory mandates for the supply of goods and/or services in Canada, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services provided in respect of the Property or Business of the Canadian Debtors, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Canadian Debtors, and that the Canadian Debtors shall be entitled to the continued use in Canada of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names.

10. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Canadian Debtors with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Canadian Debtors whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations.

11. **THIS COURT ORDERS** that no Proceeding shall be commenced or continued against or in respect of the Information Officer, except with leave of this Court. In addition to the rights and protections afforded the Information Officer herein, or as an officer of this Court, the Information Officer shall have the benefit of all of the rights and protections afforded to a Monitor under the CCAA, and shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part.

OTHER PROVISIONS RELATING TO INFORMATION OFFICER

12. **THIS COURT ORDERS** that the Information Officer:

(a) is hereby authorized to provide such assistance to the Foreign Representative in the performance of its duties as the Foreign Representative may reasonably request;

(b) shall report to this Court periodically with respect to the status of these proceedings and the status of the Foreign Proceeding, which reports may include information relating to the Property, the Business, or such other matters as may be relevant to the proceedings herein;

(c) in addition to the periodic reports referred to in paragraph 12(b) above, the Information Officer may report to this Court at such other times and intervals as the Information Officer may deem appropriate with respect to any of the matters referred to in paragraph 12(b) above;

(d) shall have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Canadian Debtors, to the extent that is necessary to perform its duties arising under this Order; and

(e) shall be at liberty to engage independent legal counsel or such other persons as the Information Officer deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order.

13. **THIS COURT ORDERS** that the Canadian Debtors and the Foreign Representative shall (a) advise the Information Officer of all material steps taken by the Canadian Debtors or the Foreign Representative in these proceedings or in the Foreign Proceeding, (b) co-operate fully with the Information Officer in the exercise of its powers and discharge of its obligations, and (c) provide the Information Officer with the assistance that is necessary to enable the Information Officer to adequately carry out its functions.

14. **THIS COURT ORDERS** that the Information Officer shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

15. **THIS COURT ORDERS** that the Information Officer (a) shall post on its website all Orders of this Court made in these proceedings, all reports of the Information Officer filed herein, and such other materials as this Court may order from time to time, and (b) may post on its website any other materials that the Information Officer deems appropriate.

16. **THIS COURT ORDERS** that the Information Officer may provide any creditor of a Canadian Debtor with information provided by the Canadian Debtors in response to reasonable requests for information made in writing by such creditor addressed to the Information Officer. The Information Officer shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Information Officer has been advised by the Canadian Debtors is privileged or confidential, the Information Officer shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Information Officer, the Foreign Representative and the relevant Canadian Debtors may agree.

17. **THIS COURT ORDERS** that the Information Officer and counsel to the Information Officer shall be paid by the Canadian Debtors their reasonable fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts. The Canadian Debtors are hereby authorized and directed to pay the accounts of the Information Officer and counsel for the Information Officer on such terms as such parties may agree and, in addition, the Canadian Debtors are hereby authorized to pay to Canadian counsel to the Canadian Debtors, the Information Officer and counsel to the Information Officer retainers *nunc pro tunc*, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

18. **THIS COURT ORDERS** that the Information Officer and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Information Officer and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice, and the accounts of the Information Officer and its counsel shall not be subject to approval in the Foreign Proceeding.

19. **THIS COURT ORDERS** that Canadian counsel to the Canadian Debtors, the Information Officer and counsel to the Information Officer, shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of US$500,000 as security for their professional fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order. The Administration Charge shall have the priority set out in paragraphs 25 and 27 hereof.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

20. **THIS COURT ORDERS** that Canadian Debtors shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of Canadian Debtors after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

21. **THIS COURT ORDERS** that the directors and officers of Canadian Debtors shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of US$3,900,000, as security for the indemnity provided in paragraph 20 of this Order. The Directors' Charge shall have the priority set out in paragraphs 25 and 27 hereof.

22. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Canadian Debtors' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 20 of this Order.

REDUCTION OF DIRECTORS' CHARGE

23. **THIS COURT ORDERS** that the amount of the Directors' Charge granted in paragraph 23 of the Supplemental Order shall be reduced: (i) to US$450,000 upon the completion of one or more transactions for the sale of all or substantially all of the Property providing for the employment of substantially all employees of the Canadian Debtors and a corresponding reduction in exposure for liabilities for the directors and officers of the Canadian Debtors that were secured under the Directors' Charge, as evidenced by the filing of a certificate of the Information Officer confirming closing of such transaction(s); or (ii) by such other amount as may be agreed to by the Canadian Debtors and the DIP Lender, in consultation with the Information Officer, upon the service by the Information Officer of a certificate substantially in the form attached as Schedule "O" hereto (the "**Information Officer's Certificate**") on the Service List.

DIP FINANCING

24. **THIS COURT ORDERS** that the Agent, for and on behalf of themselves and the DIP Secured Parties (each as defined in the Interim DIP Order), shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Charge**") on the Property, which DIP Charge shall be consistent with the liens, charges and priorities created by or set forth in the Interim DIP Order (including, with respect to the Carveout and the Prepetition ABL Priority Obligations (each as defined in the Ware Affidavit)), provided however that, with respect to the Property, the DIP Charge shall have the priority set out in paragraphs 25 and 27 hereof, and further provided that, the DIP Charge shall not be enforced except with leave of this Court on notice to those parties on the Service List (as hereinafter defined).

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

25. **THIS COURT ORDERS** that the priorities of the Administration Charge, the Directors' Charge and the DIP Charge (collectively, the "**Charges**"), as among them, shall be as follows:

(a) First – Administration Charge (to the maximum amount of US$500,000);

(b) Second – Directors' Charge (subject to paragraph 23 to the maximum amount of US$3,900,000); and

(c) Third – DIP Charge.

26. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect the Charges.

27. **THIS COURT ORDERS** that the Charges (as constituted and defined herein) shall constitute a charge on the Property and such Charges, subject to paragraph 24 herein with respect to the DIP Charge, shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.

28. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Canadian Debtors shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, the Charges.

29. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "**BIA**"), or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds any Canadian Debtor, and notwithstanding any provision to the contrary in any Agreement:

(a) the creation of the Charges shall not create or be deemed to constitute a breach by a Canadian Debtor of any Agreement to which it is a party;

(b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and

(c) the payments made by the Canadian Debtors to the Chargees pursuant to this Order, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

30. **THIS COURT ORDERS** that the Charges created by this Order over leases of real property in Canada shall only be a Charge in the applicable Canadian Debtors' interest in such real property leases.

SERVICE AND NOTICE

31. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: [●]

32. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol or the CCAA and the regulations thereunder is not practicable, the Canadian Debtors, the Foreign Representative and the Information Officer are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or electronic transmission to the Canadian Debtors' creditors or other interested parties at their respective addresses (including e-mail addresses) as last shown on the books and records of the Canadian Debtors and that any such service or distribution shall be deemed to be received on the earlier of (a) the date of forwarding thereof, if sent by electronic message on or prior to 5:00 p.m. Eastern Standard/Daylight Time (or on the next business day following the date of forwarding thereof if sent on a non-business day); (b) the next business day following the date of forwarding thereof, if sent by courier, personal delivery, facsimile transmission or electronic message sent after 5:00 p.m. Eastern Standard/Daylight Time; or (c) on the third business day following the date of forwarding thereof, if sent by ordinary mail.

33. **THIS COURT ORDERS** that the Canadian Debtors, the Foreign Representative, the Information Officer and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Canadian Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial

obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

34. **THIS COURT ORDERS** that the Information Officer shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in this proceeding (the "**Service List**"). The Information Officer shall post the Service List, as may be updated from time to time, on the case website as part of the public materials in relation to this proceeding. Notwithstanding the foregoing, the Information Officer shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

GENERAL

35. **THIS COURT ORDERS** that the Information Officer may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

36. **THIS COURT ORDERS** that nothing in this Order shall prevent the Information Officer from acting as an interim receiver, a receiver, a receiver and manager, a monitor, a proposal trustee, or a trustee in bankruptcy of any Canadian Debtor, the Business or the Property.

37. **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.

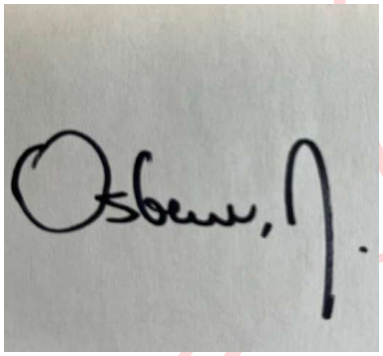
38. **THIS COURT ORDERS** that each of the Canadian Debtors, the Foreign Representative and the Information Officer be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance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

39. **THIS COURT ORDERS** that the Guidelines for Communication and Cooperation between Courts in Cross-Border Insolvency Matters issued by the Judicial Insolvency Network and adopted by this Court and the U.S. Bankruptcy Court and attached as Schedule "N" hereto (the "**JIN Guidelines**"), are hereby adopted by this Court for the purposes of these recognition proceedings.

40. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days' notice to the Canadian

41. Debtors, the Foreign Representative, the Information Officer and their respective counsel, and to any other party or parties likely to be affected by the order sought, or upon such other notice, if any, as this Court may order.

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



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SCHEDULE A
FOREIGN REPRESENTATIVE ORDER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
COACH USA, INC., *et al.*,[1]	Case No. 24-11258 (MFW)
Debtors.	(Jointly Administered)
	Ref. Docket No. 4

ORDER (I) AUTHORIZING COACH USA, INC. TO ACT AS FOREIGN REPRESENTATIVE OF THE DEBTORS AND (II) GRANTING RELATED RELIEF

Upon the *Debtors' Motion for Entry of an Order (I) Authorizing Coach USA, Inc. to Act as Foreign Representative of the Debtors, 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 this Court having considered the First Day Declaration; and a hearing having been held to consider the relief requested in the Motion;

[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.

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. Coach USA is hereby authorized (a) to act as the foreign representative of the Debtors, (b) to seek recognition by the Canadian Court of these Chapter 11 Cases and of certain orders made by the Court in these Chapter 11 Cases from time to time, (c) to request that the Canadian Court lend assistance to this Court and grant comity to the foreign representative, and (d) to seek any other appropriate relief from the Canadian Court that the Debtors deem just and proper.

3. This Court requests the aid and assistance of the Canadian Court to recognize these Chapter 11 Cases as a "foreign main proceeding" and Coach USA as a "foreign representative" pursuant to the Companies' Creditors Arrangement Act and to recognize and give full force and effect to this Order in all provinces and territories of Canada.

4. This Court requests the assistance of the Canadian Court to act in aid of and be auxiliary to this Court in relation to the protection of the Debtors' assets in Canada, including by giving effect to the automatic stay under section 362(a) of the Bankruptcy Code in Canada.

5. 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.

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

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

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

Dated: June 13th, 2024
Wilmington, Delaware

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

SCHEDULE B
INTERIM DIP ORDER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
COACH USA, INC., *et al*.,[1]	Case No. 24-11258 (MFW)
Debtors.	(Jointly Administered)
	Re: Docket No. 17

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

This matter came before this Court on the motion (the "Motion") of Project Kenwood Intermediate Holdings III, LLC ("Parent") and its direct and indirect debtor subsidiaries (the "Applicable Debtors") requesting that this Court enter an interim order authorizing the Applicable Debtors to: (a) use certain Cash Collateral on an emergency basis pending a Final Hearing; (b) incur Postpetition Debt on an emergency basis pending a Final Hearing; and (c) grant adequate protection and provide security and other relief to Wells Fargo Bank, National Association ("Wells"), in its capacity as agent ("Prepetition ABL Administrative Agent") to the lenders party to Prepetition ABL Agreement ("Prepetition ABL Lenders") and the other Prepetition Secured Parties, and Wells Fargo Bank, National Association in its capacity as agent ("DIP Agent"; together Prepetition ABL Administrative Agent, "Agents") to the lenders party to the DIP Credit Agreement ("DIP Lenders"; together with Prepetition ABL Lenders, the "Lenders") and the other Postpetition Secured Parties. Unless otherwise indicated, all capitalized terms used as defined terms herein have the meanings ascribed thereto in Exhibit A attached hereto and by this reference are made a part hereof.

This Order shall constitute findings of fact and conclusions of law pursuant to Fed. R. Bankr. P. 7052 and shall take effect and be fully enforceable as of the Petition Date.

[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.

Having examined the Motion, being fully advised of the relevant facts and circumstances surrounding the Motion, and having completed a hearing pursuant to Bankruptcy Code §§ 363 and 364, Rule 4001(b) and (c), and Local Rule 4001-1 and 4001-2, and objections, if any, having been withdrawn, resolved or overruled by the Court, **THE MOTION IS GRANTED, AND THE COURT HEREBY FINDS THAT:**

A. On the Petition Date, Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. Debtors have retained possession of their property and continue to operate their respective businesses as debtors in possession pursuant to Bankruptcy Code §§ 1107 and 1108.

B. The Court has jurisdiction over the Cases and this proceeding pursuant to 28 U.S.C. §§ 157(b) 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. The Court may enter a final order consistent with Article III of the United States Constitution. Determination of the Motion constitutes a core proceeding as defined in 28 U.S.C. § 157(b)(2). Venue over this Motion is proper under 28 U.S.C. § 1409(a).

C. As of the date hereof, no Committee has been appointed in these Cases.

D. Subject to Paragraph 9 of this Order, Applicable Debtors (for themselves and their non-Debtor subsidiaries) admit, stipulate and agree that:

1. the Prepetition ABL Documents evidence and govern the Prepetition Debt, the Prepetition Liens and the prepetition financing relationship among Applicable Debtors, Prepetition ABL Administrative Agent, Prepetition ABL Lenders and the other Prepetition Secured Parties;

2. the Prepetition Debt constitutes the legal, valid and binding obligation of Applicable Debtors, enforceable in accordance with the terms of the Prepetition ABL Documents, all of which are deemed to be reaffirmed by the parties thereto;

3. as of the Petition Date, Applicable Debtors are each liable for the payment and performance of the Prepetition Debt, and the Prepetition Debt shall be an allowed claim in an amount not less than $182,269,070.45, exclusive of accrued and accruing Allowable 506(b) Amounts;

4. no offsets, defenses or counterclaims to the Prepetition Debt exist, and no portion of the Prepetition Debt is subject to contest, objection, recoupment, defense, counterclaim, offset, avoidance, recharacterization, subordination or other claim, cause of action or challenge of any nature under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise;

5. the Prepetition Liens are Priority Liens, subject to Permitted Priority Liens and secure payment of all of the Prepetition Debt;

6. Nothing herein shall prejudice Prepetition ABL Administrative Agent's and any Prepetition ABL Lender's right to: (1) assert that their respective interests in the Prepetition Collateral lack adequate protection; or (2) seek a valuation of the Prepetition Collateral;

7. Debtors do not have, and each of the Debtors hereby absolutely, unconditionally and irrevocably releases, remises, and discharges and is forever barred from bringing or asserting any claims, counterclaims, causes of action, defenses or setoff rights relating to the Prepetition ABL Documents, the Prepetition Liens, the Prepetition Debt or otherwise, against the Prepetition ABL Administrative Agent, any Prepetition ABL Lenders, any other Prepetition Secured Party and each of their respective successors and assigns, and their respective present and former shareholders, members, managers, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, advisors, principals, employees, consultants, agents, legal representatives and other representatives.

E. Prepetition ABL Administrative Agent and Prepetition Secured Parties have consented to the terms of this Order and are entitled to adequate protection as set forth herein pursuant to Bankruptcy Code §§ 361, 362, 363 and 364 for any decrease in the value of their interests in the Prepetition Collateral from and after the Petition Date.

F. Applicable Debtors need to use Cash Collateral and incur Postpetition Debt as provided herein through the conclusion of the Final Hearing, in order to prevent immediate and irreparable harm to the Applicable Debtors' estates and minimize disruption to and avoid the termination of their business operations. Entry of this Order will also enhance the

possibility of maximizing the value of the Applicable Debtors' businesses in connection with an orderly sale or other disposition of the Aggregate Collateral.

G. Debtors are unable to obtain unsecured credit allowable under Bankruptcy Code § 503(b)(1) sufficient to finance the operations of their businesses. Except as provided below, Debtors are unable to obtain credit allowable under Bankruptcy Code §§ 364(c)(1), (c)(2) or (c)(3) on terms more favorable than those offered by DIP Agent and DIP Lenders. An immediate need exists for the Debtors to obtain Postpetition Debt in order to continue operations and to administer and preserve the value of their estates. The Debtors, as of the Petition Date, do not have sufficient cash resources to finance their ongoing operations and require the availability of working capital from Postpetition Debt, the absence of which would immediately and irreparably harm the Debtors, their estates and creditors.

H. The terms of the Postpetition Debt have been negotiated at arm's length, and the Postpetition Debt is being extended in good faith, as that term is used in Bankruptcy Code § 364(e).

I. The terms and conditions of the DIP Documents are fair and reasonable, the best available under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and consideration.

J. Under the circumstances of these Cases, this Order is a fair and reasonable response to Applicable Debtors' request for Agents' and Lenders' consent to the use of Cash Collateral and provision of Postpetition Debt, and the entry of this Order is in the best interest of Applicable Debtors' estates and their creditors.

K. The Interim Hearing was held pursuant to Rule 4001(b)(2). Under the exigent circumstances described in the Declarations, proper, timely, adequate, and sufficient notice of the Motion has been provided in accordance with the Bankruptcy Code, the Rules, and the Local Rules, and no other or further notice of the Motion or the entry of this Order shall be required.

WHEREFORE, IT IS HEREBY ORDERED THAT THE MOTION IS GRANTED, AND THAT:

1. Authorization to Use Cash Collateral. The Applicable Debtors are authorized to use Cash Collateral solely in accordance with the terms and provisions of this Order, to the extent required to pay when due those expenses enumerated in the Budget,

including funding the Carveout Account, and to pay Allowable 506(b) Amounts and the Postpetition Charges.

2. Procedure for Use of Cash Collateral.

(a) Delivery of Cash Collateral to DIP Agent. Applicable Debtors shall deposit all Cash Collateral now or hereafter in their possession or control into the Blocked Account (or otherwise deliver such Cash Collateral to DIP Agent in a manner satisfactory to DIP Agent) promptly upon receipt thereof for application in accordance with Paragraph 2(c) of this Order.

(b) Cash Collateral in Agents' or Lenders' Possession. Agents are authorized to collect upon, convert to cash and enforce checks, drafts, instruments and other forms of payment now or hereafter coming into its or any Agent's or any Lender's possession or control which constitute Aggregate Collateral or proceeds thereof.

(c) Application of Cash Collateral. Except as Agents may otherwise elect in their discretion, Agents are authorized to apply all Cash Collateral now or hereafter in any Agent's or any Lender's possession or control as follows: (1) first, to payment of Prepetition Debt consisting of Allowable 506(b) Amounts, until Paid in Full; (2) second, to the payment of all other Prepetition Debt in accordance with the Prepetition ABL Documents, until Paid in Full; (3) third, to the payment of Postpetition Debt consisting of Postpetition Charges, until Paid in Full; and (4) fourth, to payment of other Postpetition Debt in accordance with the DIP Credit Agreement, until Paid in Full. All such applications to Postpetition Debt shall be final and not subject to challenge by any Person, including any Trustee. All such applications to Prepetition Debt shall be final, subject only to the right of parties in interest to seek a determination in accordance with Paragraph 9 below that such applications to other Prepetition Debt resulted in the payment of a claim that was not an allowed secured claim of Prepetition ABL Administrative Agent and Prepetition Secured Parties. Any amounts that are determined by the Court as a result of any such objection or determination to have been improperly applied to the Prepetition Debt will be first applied to pay Postpetition Debt consisting of Postpetition Charges and then to all other Postpetition Debt, dollar-for-dollar, until Paid in Full.

(d) Prohibition Against Use of Cash Collateral. Unless otherwise consented to by Agents in writing, in Agents' discretion, Applicable Debtors may not use, seek to use, or be permitted to use any Cash Collateral for any purpose until the Aggregate Debt is Paid in Full; provided, however, that Debtors may use Cash Collateral solely as provided for in this Order.

3. Authorization To Incur Postpetition Debt.

(a) DIP Documents. Applicable Debtors are hereby authorized and have agreed to: (1) execute the DIP Documents, including all documents that DIP Agent and DIP Lenders find reasonably necessary or desirable to implement the transactions contemplated by the DIP Documents; and (2) perform their obligations under and comply with all of the terms and provisions of the DIP Documents and this Order (notwithstanding, until the entry of the Final Order, the Unused Line Fee shall be charged only against the unused portion of the $20,000,000 of new money commitments under the DIP Documents). Upon execution and delivery thereof, the DIP Documents shall constitute valid and binding obligations of Applicable Debtors enforceable in accordance with their terms. To the extent there exists any conflict among the terms of the Motion, the DIP Documents, and this Order, this Order shall govern and control.

(b) Permitted Uses of Postpetition Debt. Applicable Debtors are authorized and have agreed to incur Postpetition Debt solely: (1) in accordance with the terms and provisions of this Order, (2) to the extent required to pay those expenses enumerated in the Budget, including funding the Carveout Account, as and when such expenses become due and payable, subject to the Permitted Variance and the terms of the DIP Documents, and (3) to pay Allowable 506(b) Amounts and the Postpetition Charges. If DIP Lenders advance monies to Applicable Debtors and Applicable Debtors use such monies other than in accordance with the terms or provisions of this Order, such advances shall be considered Postpetition Debt for purposes of this Order. Except as otherwise permitted by Section 6.7(d) of the DIP Credit Agreement, no Applicable Debtor shall, nor shall it permit any of its Subsidiaries (as defined in the DIP Credit Agreement), through any manner or means or through any other person to, directly or indirectly, use proceeds of the Postpetition Debt: (i) to declare or pay any dividend or make any other payment or distribution, directly or indirectly, on account of Equity Interests (as defined in the DIP Credit Agreement) issued by Parent or any of its Subsidiaries (including any

payment in connection with any merger, amalgamation or consolidation involving Parent or any of its Subsidiaries) or to the direct or indirect holders of Equity Interests issued by Parent or any of its Subsidiaries in its capacity as such (other than dividends or distributions payable in Qualified Equity Interests (as defined in the DIP Credit Agreement) issued by Parent or any of its Subsidiaries), (ii) to purchase, redeem, make any sinking fund or similar payment, or otherwise acquire or retire for value (including in connection with any merger, amalgamation or consolidation involving Parent or any of its Subsidiaries) any Equity Interests issued by Parent or any of its Subsidiaries, (iii) to make any payment to retire, or to obtain the surrender of, any outstanding warrants, options, or other rights to acquire Equity Interests of Parent or any of its Subsidiaries now or hereafter outstanding, (iv) in furtherance of an offer, to pay, to promise to pay, or to authorize the payment or giving of money, or anything else of value, to or for the benefit of any Affiliate of Administrative Borrower that is not a Loan Party (as each such term is defined in the DIP Credit Agreement), or (v) in connection with the investigation (including discovery proceedings), initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation against the Prepetition ABL Administrative Agent, Prepetition ABL Lenders, DIP Agent or DIP Lenders, except for up to $50,000 permitted for investigation costs of any official statutory committee appointed pursuant to Section 1102 of the Bankruptcy Code.

(c) Additional Terms of Postpetition Debt.

(i) Maximum Amount. The maximum principal amount of Postpetition Debt outstanding shall not at any time exceed $199,969,560.45 (the "Maximum Amount").

(ii) Interest. The Postpetition Debt shall bear interest at a per annum rate equal to the Base Rate (as defined in the DIP Credit Agreement) plus 4.0% (exclusive of any default rate interest that may be imposed under the DIP Credit Agreement).

(iii) Closing Fee. Applicable Debtors shall pay to DIP Agent, for the benefit of DIP Lenders, a closing fee (the "Closing Fee") in an amount equal to $600,000, which Closing Fee shall be fully earned, due and payable in kind immediately upon the closing of the DIP Credit Agreement.

(iv) Servicing Fee. A monthly servicing fee in an amount equal to $12,000.

(v) Contingent Obligations. Upon the entry of this Order, all of the Prepetition Debt consisting of contingent Prepetition Debt (including, without limitation, in respect of "Letters of Credit", "Hedge Obligations" and "Bank Product Obligations", as such terms are defined in the Prepetition ABL Agreement) will be deemed to be assumed by the Debtors and reissued or otherwise incurred by the Debtors under the DIP Documents as Postpetition Debt.

(vi) Maturity. The earliest of (i) the date that is 180 days after the Petition Date, (ii) 28 days following the consummation of a sale of all or substantially all of the Debtors' assets and (iii) the effective date of a plan of reorganization.

(vii) Guarantors. Each Guaranty and all related security documents shall remain in full force and effect notwithstanding the entry of this Order and any subsequent orders amending this Order or otherwise providing for the use of Cash Collateral consented to by Agents and Lenders pursuant to Bankruptcy Code § 363 or additional financing by DIP Agent and DIP Lenders pursuant to Bankruptcy Code § 364. Each Guarantor is and shall remain liable for the guaranteed obligations under each such Guaranty, including, without limitation, all Postpetition Debt, and any refinancing thereof.

(viii) Prepetition ABL Documents. Each Prepetition Third Party Document, and other Prepetition ABL Document will remain in full force and effect notwithstanding the entry of this Order and any subsequent orders amending this Order or otherwise providing for the use of any Cash Collateral consented to by Agents and Lenders pursuant to Bankruptcy Code § 363 or additional financing by Agents and Lenders pursuant to Bankruptcy Code § 364. Each "Borrower" and "Guarantor" (as each such term is defined in the Prepetition ABL Agreement) is and will remain liable for all guaranteed obligations and indebtedness under the Prepetition ABL Documents.

(ix) Joint and Several Liability of Applicable Debtors. The obligations of each Debtor under this Order shall be joint and several.

(x) Control Agreements. All "Control Agreements" (as defined in the Prepetition ABL Agreement) in effect as of the Petition Date shall remain in full force and effect notwithstanding the entry of this Order and any subsequent orders amending this Order.

(d) Superpriority Administrative Expense Status; Postpetition Liens. The Postpetition Debt is hereby granted superpriority administrative expense status under Bankruptcy Code § 364(c)(1), with priority over all costs and expenses of administration of the Cases that are incurred under any provision of the Bankruptcy Code. In addition, DIP Agent is hereby granted the Postpetition Liens, for the benefit of itself, the DIP Lenders and the other

Postpetition Secured Parties to secure the Postpetition Debt. The Postpetition Liens: (1) are in addition to the Prepetition Liens; (2) are (x) with respect to all Prepetition Collateral, Priority Liens (subject only to Permitted Priority Liens, the Prepetition Liens and Replacement Liens) pursuant to Bankruptcy Code § 364(c)(3) and (y) with respect to all Postpetition Collateral (excluding the Prepetition Collateral), Priority Liens (subject only to Permitted Priority Liens subject to § 364(c)(2), in each case of the foregoing clauses (x) and (y), without any further action by Applicable Debtors or DIP Agent and without the execution, delivery, filing or recordation of any financing statements, security agreements, control agreements, title notations, mortgages, deeds of trust or other documents or instruments; (3) shall not be subject to any security interest or lien which is avoided and preserved under Bankruptcy Code § 551; (4) shall remain in full force and effect notwithstanding any subsequent conversion or dismissal of any Case; (5) shall not be subject to Bankruptcy Code § 510(c); and (6) upon approval of the Final Order, shall not be subject to any landlord's lien, banker's lien, bailee's rights, carrier's lien, right of distraint or levy, security interest, right of setoff, or any other lien, right or interest that any bailee, warehouseman, bank, processor, shipper, carrier, or landlord may have in any or all of the Aggregate Collateral. Without limiting the foregoing, Debtors shall execute and deliver to DIP Agent such financing statements, security agreements, control agreements, title notations, mortgages, deeds of trust, instruments and other documents and instruments as DIP Agent may request from time to time, and any such documents filed by DIP Agent shall be deemed filed as of the Petition Date. Further, Prepetition ABL Administrative Agent shall serve as agent for DIP Agent for purposes of perfecting DIP Agent's security interest in any Postpetition Collateral that may require perfection by possession, control or title notation, including, without limitation, under the Control Agreements. In addition, all Prepetition Third Party Documents shall be deemed to be for the benefit of DIP Agent and Postpetition Secured Parties without further order of Court or action by any Person. Without limiting the foregoing, DIP Agent, for itself and the Postpetition Secured Parties, has, and will be deemed to have, a perfected Postpetition Lien on all existing deposit accounts of each Debtor and any new deposit account that any Applicable Debtor may establish on or after the date hereof without any further action by Debtors or DIP Agent. A copy of this Order (or a notice of this Order in recordable form) may be used by DIP Agent as a financing statement, mortgage, deed of trust or similar instrument for purposes of any public filing made by DIP Agent for the perfection of the Postpetition Liens and the filing of this Order (or a notice of this Order in recordable form) shall have the same effect as if such

instrument had been filed or recorded at the time and on the Petition Date. All state, federal, and county recording officers are authorized and directed to accept a copy of this Order (or a notice of this Order in recordable form) for filing for such purposes.

(e) Prohibition Against Additional Debt. Debtors will not incur or seek to incur debt secured by a lien which is equal to or superior to the Prepetition Liens or the Postpetition Liens, or which is given superpriority administrative expense status under Bankruptcy Code § 364(c)(1), unless, in addition to the satisfaction of all requirements of Bankruptcy Code § 364, Agents have consented to such order.

4. Adequate Protection of Interests of Prepetition ABL Administrative Agent and Prepetition Secured Parties in the Prepetition Collateral and the Prepetition Liens. Prepetition ABL Administrative Agent and Prepetition Secured Parties have consented to the terms of this Order and are entitled to adequate protection as set forth herein and to the extent required under Bankruptcy Code §§ 361, 362, 363 or 364 for any decrease in the value of such interests in the Prepetition Collateral from and after the Petition Date on account of the stay, use, sale, lease, license, grant or other disposition of any Prepetition Collateral.

(a) Payments to Prepetition ABL Lenders. Debtors will timely make (x) monthly payments of interest and letter of credit commissions to the Prepetition ABL Lenders at the default rate as provided for in, and in accordance with, Section 2.6(c) of the Prepetition ABL Agreement commencing on the first scheduled payment date occurring after the Petition Date, whether or not included in the Budget and (y) payments in cash on a current basis of all fees, costs and expenses of Prepetition ABL Administrative Agent's legal counsel (including local and special counsel) and advisors; provided, however, that none of such fees, costs and expenses ("Prepetition ABL Administrative Agent Professional Fees") provided as adequate protection payments under this paragraph (a) shall be subject to approval by the Court or the United States Trustee, and no recipient of any such payment shall be required to file with respect thereto any interim or final fee application with the Court. Prior to any conversion of the Chapter 11 Cases to chapter 7, any Prepetition ABL Administrative Agent Professional Fees shall be paid by the Debtors within fourteen (14) days after delivery of a summary invoice (redacted for privilege) to the Debtors and without the need for application to or order of this Court. A copy of such summary invoice shall be provided by the Prepetition ABL

Administrative Agent to the U.S. Trustee and counsel to the Committee, if one is appointed, contemporaneously with the Debtors' receipt of such summary invoice. Notwithstanding the foregoing, if (x) the Debtors, U.S. Trustee, or the Committee object to the reasonableness of a summary invoice submitted by the Prepetition ABL Administrative Agent and (y) the parties cannot resolve such objection, in each case within the fourteen (14)-day period following receipt of such summary invoice, the Debtors, the U.S. Trustee or the Committee, as the case may be, shall file with this Court and serve on the Prepetition ABL Administrative Agent a fee objection (a "Prepetition ABL Administrative Agent Fee Objection"), which objection shall be limited to the issue of the reasonableness of such Prepetition ABL Administrative Agent Professional Fees. The Debtors shall promptly pay any submitted invoice after the expiration of the fourteen (14)-day period if no Prepetition ABL Administrative Agent Fee Objection is filed with this Court and served on the Prepetition ABL Administrative Agent in such fourteen (14)-day period. If a Prepetition ABL Administrative Agent Fee Objection is timely filed and served, the Debtors shall promptly pay the undisputed amount of the summary invoices, and this Court shall have jurisdiction to determine the disputed portion of such invoice if the parties are unable to resolve the Prepetition ABL Administrative Agent Fee Objection.

(b) Priority of Prepetition Liens/Allowance of Prepetition ABL Lenders' Claim. Subject to the terms of Paragraph 9 of this Order: (1) the Prepetition Liens constitute Priority Liens, subject only to the Permitted Priority Liens; (2) the Prepetition Debt constitutes the legal, valid, and binding obligation of each Applicable Debtor, enforceable in accordance with the terms of the Prepetition ABL Documents; (3) no offsets, defenses, or counterclaims to the Prepetition Debt exist, and no portion of the Prepetition Debt is subject to avoidance, recharacterization or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law; and (4) Prepetition ABL Administrative Agent's and Prepetition Secured Parties' claim with respect to the Prepetition Debt is for all purposes an allowed claim.

(c) Replacement Liens. Prepetition ABL Administrative Agent is hereby granted the Replacement Liens, for the benefit of itself and the Prepetition Secured Parties, as security for the complete payment and performance of the Prepetition Debt. The Replacement Liens: (1) are subject to the Carveout, (2) are in addition to the Prepetition Liens; (3) are properly perfected, valid, and enforceable liens without any other or further action by Applicable Debtors or Prepetition ABL Administrative Agent, and without the execution, filing,

or recordation of any financing statement, security agreement, control agreement, mortgage, deed of trust, title notation, or other document or instrument; and (4) will remain in full force and effect notwithstanding any subsequent conversion or dismissal of any Case. Without limiting the foregoing, Applicable Debtors are authorized to, and must, execute and deliver to Prepetition ABL Administrative Agent any such financing statements, security agreements, control agreements, mortgages, deeds of trust, title notations and other documents and instruments as Prepetition ABL Administrative Agent may request from time to time in its discretion in respect of the Replacement Liens, and any such documents filed by Prepetition ABL Administrative Agent shall be deemed filed as of the Petition Date. A copy of this Order (or a notice of this Order in recordable form) may be used by Prepetition ABL Administrative Agent as a financing statement, mortgage, deed of trust or similar instrument for purposes of any public filing made by Prepetition ABL Administrative Agent for the perfection of the Prepetition Liens and the filing of this Order (or a notice of this Order in recordable form) shall have the same effect as if such instrument had been filed or recorded at the time and on the Petition Date. All state, federal, and county recording officers are authorized to accept a copy of this Order (or a notice of this Order in recordable form) for filing for such purposes.

(d) Allowed Bankruptcy Code § 507(b) Claim. If and to the extent the adequate protection of the interests of Prepetition ABL Administrative Agent and the other Prepetition Secured Parties in the Prepetition Collateral granted pursuant to this Order proves insufficient, Prepetition ABL Administrative Agent and the other Prepetition Secured Parties will have an allowed claim under Bankruptcy Code § 507(b), subject to the Carveout, in the amount of any such insufficiency, with priority over (1) any and all costs and expenses of administration of the Cases (other than the claims of DIP Agent, DIP Lenders, and the other Postpetition Secured Parties under Bankruptcy Code § 364) that are incurred under any provision of the Bankruptcy Code and (2) the claims of any other party in interest under Bankruptcy Code § 507(b).

5. Reporting and Rights of Access and Information. The Applicable Debtors shall timely comply with all reporting requirements set forth in the Prepetition ABL Agreement and the DIP Credit Agreement, as applicable. The Applicable Debtors shall comply with the rights of access and information afforded to the DIP Agent and DIP Lenders under the DIP

Documents and the Prepetition ABL Administrative Agent and the Prepetition ABL Lenders under the Prepetition ABL Documents.

6. Termination Date; Rights and Remedies.

(a) Effect of Termination Date. Upon the Termination Date without further notice or order of Court: (1) Applicable Debtors' authorization to use Cash Collateral and incur Postpetition Debt hereunder will automatically terminate; and (2) at DIP Agent's election: (i) the Postpetition Debt shall be immediately due and payable, (ii) Applicable Debtors shall be prohibited from using Cash Collateral for any purpose other than application to the Aggregate Debt in accordance with Paragraph 2(c) of this Order and (iii) each Agent shall be entitled to setoff any cash in any Agent's or any Lender's possession or control and apply such cash to the Aggregate Debt in accordance with Paragraph 2(c) of this Order.

(b) Rights and Remedies. At the conclusion of the Remedies Notice Period, at DIP Agent's election without further order of the Court: (1) Agents shall have automatic and immediate relief from the automatic stay with respect to the Aggregate Collateral (without regard to the passage of time provided for in Fed. R. Bankr. P. 4001(a)(3)), and shall be entitled to exercise all rights and remedies available to them under the Prepetition ABL Documents, the DIP Documents and applicable non-bankruptcy law (including, with respect to any Aggregate Collateral consisting of Real Property, the right to appoint a receiver, the right to foreclose judicially or non-judicially, and other rights and remedies which, under applicable non-bankruptcy law, could be granted to a mortgagee or to a trustee or to a beneficiary pursuant to the terms of a Mortgage (as defined in the Prepetition ABL Agreement and DIP Credit Agreement)); and (2) Applicable Debtors shall promptly surrender the Aggregate Collateral upon written demand by any Agent and otherwise cooperate and not interfere with Agents and Lenders in the exercise of their rights and remedies under the Prepetition ABL Documents, the DIP Documents and applicable non-bankruptcy law, including, without limitation, by filing a motion to retain one or more agents to sell, lease or otherwise dispose of the Aggregate Collateral upon the request and subject to terms and conditions acceptable to Agents. Notwithstanding the foregoing, during the Remedies Notice Period, Applicable Debtors, any Committee, and the United States Trustee shall be entitled to seek an emergency hearing seeking an order of this Court determining that an Event of Default alleged to have given rise to the Termination Date

did not occur; provided, however, that during the Remedies Notice Period (x) the Applicable Debtors shall be entitled to use Cash Collateral in accordance with the terms of this Order solely to make payroll and other critical expenses (as agreed to by Applicable Debtors and Agent) in accordance with the terms of the Budget and (y) DIP Lenders shall have no obligation to advance Postpetition Debt to Applicable Debtors and may exercise sole dominion over deposit accounts (or otherwise exercise rights under any deposit account control agreements) and except as otherwise set forth in subclause (x), apply all Cash Collateral to the Aggregate Debt in accordance with Paragraph 2(c) of this Order.

(c) Access to Collateral. Upon the entry of the Final Order, notwithstanding anything to the contrary herein or in any Prepetition Third Party Document or DIP Document, upon written notice to the landlord of any of the Applicable Debtors' leased premises that an Event of Default has occurred and is continuing, Agents may elect to (but will not be obligated to) enter upon any such leased premises for the purpose of exercising any right or remedy with respect to the Aggregate Collateral located thereon and will be entitled to such Applicable Debtor's rights and privileges under such lease without any interference from such landlord; provided, however, that such Agent shall pay to such landlord rent first accruing after the date on which such Agent commences occupancy of the leased premises, calculated on a per diem basis at the non-default rate of rent, solely for the period during which Agent actually occupies such leased premises.

7. Carveout.

(a) Carveout Terms. For purposes of this Order, "Carveout" shall mean: (i) all fees required to be paid to the Clerk of the Court and to the U.S. Trustee 28 U.S.C. § 1930(a) plus interest at the statutory rate (without regard to the Carveout Trigger Notice) (collectively, the "Statutory Fees"); plus the sum of (ii) all reasonable fees and expenses up to $25,000 incurred by a trustee under Bankruptcy Code § 726(b) (without regard to the Carveout Trigger Notice) (the "Chapter 7 Trustee Carveout"); (iii) to the extent allowed at any time, whether by final order, interim order, procedural order, or otherwise, subject to the Budget (as set forth below), all unpaid fees, costs, disbursements and expenses (the "Allowed Professional Fees") incurred or earned by the Carveout Professionals at any time before or on the Carveout Trigger Date, whether allowed by the Court prior to, on, or after delivery of a Carveout Trigger

Notice (the "Pre-Trigger Carveout Cap"); and (iv) Allowed Professional Fees of the Carveout Professionals incurred after the Carveout Trigger Date in an aggregate amount not to exceed the Post-Carveout Trigger Notice Amount, to the extent allowed at any time, whether by final order, interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the "Post-Carveout Trigger Notice Cap" and such amounts set forth in clauses (i) through (iv), the "Carveout Cap"); *provided that*, (A) nothing herein shall be construed to impair any party's ability to object to Court approval of the fees, expenses, reimbursement of expenses or compensation of any Carveout Professional, (B) the Carveout with respect to each Carveout Professional shall not exceed the aggregate amount provided in the applicable line item in the Budget for such Carveout Professional for the period commencing on the Petition Date and ending on the Carveout Trigger Date, (C) the Carveout with respect to each Carveout Professional shall be reduced dollar-for-dollar by any payments of fees and expenses to the Carveout Professional, (D) the Carveout with respect to each Carveout Professional shall be paid out of any prepetition retainer or property of the estate (other than property subject to an unavoidable security interest or lien in favor of any Agent or any other Secured Party) before such payments are made from proceeds of the Postpetition Debt or the Aggregate Collateral and (E) no Carveout Professional shall be entitled to any portion of the Carveout allocated for any other Carveout Professional in the Budget (provided, however, (x) any Carveout Professional that is counsel for the Applicable Debtors may use any portion of the Carveout allocated for any other Carveout Professional that is counsel for the Applicable Debtors and (y) any Carveout Professional that is counsel for the Committee may use any portion of the Carveout allocated for any other Carveout Professional that is counsel for the Committee). Neither the Agent nor the Lenders shall be responsible for the payment or reimbursement of any fees or disbursements of any Carveout Professional incurred in connection with the Cases, other than payment or reimbursement of any fees or disbursements from proceeds of Aggregate Collateral to the extent of the Carveout as set forth in this Paragraph 7. Nothing in this Order or otherwise shall be construed to obligate the any Agent or any Lender, in any way, to pay compensation to, or to reimburse expenses of, any Carveout Professional or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(b) Carveout Usage. No portion of the Carveout and no Postpetition Debt or Aggregate Collateral may be used to pay any fees or expenses incurred by any Person,

including any Debtor, any Committee, or any Carveout Professional, in connection with claims or causes of action adverse (or which claim an interest adverse) to any Agent, any Lender, any other Secured Party, or any of their respective rights or interests in the Aggregate Collateral, the DIP Documents, or the Prepetition ABL Documents, including, without limitation, (1) preventing, hindering, or delaying any Agent's or any other Secured Party's enforcement or realization upon any of the Aggregate Collateral or the exercise of their rights and remedies under this Order, any DIP Document, any Prepetition ABL Document, or applicable law, in each case, once an Event of Default has occurred, (2) using or seeking to use any Cash Collateral or incurring indebtedness in violation of the terms hereof, or (3) objecting to, or contesting in any manner, or in raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of any Aggregate Debt, any Prepetition ABL Document, any DIP Document, or any mortgages, deeds of trust, liens, or security interests with respect thereto or any other rights or interests of any Agent or any other Secured Party, or in asserting any claims or causes of action, including, without limitation, any actions under chapter 5 of the Bankruptcy Code, against any Agent or any other Secured Party; provided, however, that the foregoing shall not apply to costs and expenses, in an aggregate amount not to exceed $50,000, incurred by all of the Committee's Carveout Professionals in connection with the investigation of a potential Challenge in accordance with Paragraph 9 of this Order; provided, further, however, that the Carveout may be used to pay fees and expenses incurred by the Carveout Professionals in connection with the negotiation, preparation, and entry of this Order or any amendment hereto consented to by DIP Agent.

(c) Carveout Procedure. On the last business day of each week prior to the Carveout Trigger Date, the Debtors shall fund the Carveout Account using proceeds of Postpetition Debt (subject to the terms and conditions of the DIP Credit Agreement) in an amount equal to the professional fees for Carveout Professionals as set forth in the Budget for the week then ended (with the Carveout amount for each Carveout Professional determined in accordance with the provisos set forth subclauses (B) through (E) in Paragraph 7(a) above). Except as set forth in the preceding sentence, DIP Lenders shall have no obligation to fund the Carveout Account or any fees or expenses of Carveout Professionals accrued on, prior to, or after the Carveout Trigger Date and the Carveout Account shall be funded solely with the proceeds of Postpetition Debt as described in this Paragraph 7(a). All funds in the Carveout Account shall be

used to pay the Carveout (whether such fees are allowed on an interim or final basis) for Allowed Professional Fees for the Carveout Professionals in an amount not to exceed the Carveout Cap, and, subject to the Carveout Cap, all Carveout Professionals shall have all professional fees paid from the Carveout Account prior to seeking payment from any other Aggregate Collateral. If, after payment in full of the Carveout (up to the Carveout Cap) for Allowed Professional Fees of Carveout Professionals, all remaining funds in the Carveout Account shall be returned to the Agents on behalf of the Lenders. The Applicable Debtors shall periodically, upon the request of the DIP Agent, provide to the DIP Agent a written report (the "Carveout Report"), in which the Applicable Debtors disclose their then current estimate of (1) the aggregate amount of unpaid professional fees, costs and expenses accrued or incurred by the Carveout Professionals, through the date of the Carveout Report, and (2) projected fees, costs and expenses of the Carveout Professionals for the 30 day period following the date of such Carveout Report. Nothing herein shall be construed as consent by Agents and Lenders to the allowance of any fees or expenses of the Carveout Professionals or shall affect the right of Agents or any Lender to object to the allowance and payment of such fees, costs or expenses, or the right of Agents or any Lender to the return of any portion of the Carveout that is funded with respect to fees and expenses for a Carveout Professional that are approved on an interim basis that are later denied on a final basis.

8. No Surcharge. Applicable Debtors represent that the Budget contains all expenses that are reasonable and necessary for the operation of Applicable Debtors' businesses and the preservation of the Aggregate Collateral through the period for which the Budget runs, and therefore includes any and all items potentially chargeable to Agents and Lenders under Bankruptcy Code § 506(c). Therefore, in the exercise of their business judgment, subject to entry of the Final Order, Applicable Debtors (or any Trustee) agree that there will be no surcharge of the Aggregate Collateral for any purpose unless agreed to in writing by Agents and Lenders, and effective upon entry of the Final Order, each Applicable Debtor (or any Trustee), on behalf of its estate, will be deemed to have waived any and all rights, benefits, or causes of action under Bankruptcy Code § 506(c), the enhancement of collateral provisions of Bankruptcy Code § 552, and under any other legal or equitable doctrine (including, without limitation, unjust enrichment or the "equities of the case" exception under Bankruptcy Code § 552(b)) as they may

relate to, or be asserted against, any Agent, any Lender, or any of the Aggregate Collateral. In reliance on the foregoing, Agents and Lenders have agreed to the entry of this Order.

9. Reservation of Rights; Bar of Challenges and Claims.

(a) Notwithstanding any other provisions of this Interim Order, any interested party with requisite standing (other than the Debtors or their professionals) in these Cases (including, without limitation, any Committee) shall have until the date that is seventy-five (75) days after entry of this Interim Order (such period, the "Challenge Period", to commence an adversary proceeding against the Prepetition Secured Parties (as applicable) for the purpose (collectively, a "Challenge Action") of: (i) challenging any of the stipulations contained in Paragraph D, (ii) challenging the validity, extent, priority, perfection, enforceability and non-avoidability of the Prepetition Liens against the Applicable Debtors, (iii) contesting the amount of the Prepetition Secured Parties' asserted claims, (iv) seeking to avoid or challenge (whether pursuant to Chapter 5 of the Bankruptcy Code or otherwise) any transfer made by or on behalf of the Applicable Debtors to or for the benefit of any of the Prepetition Secured Parties, or any of their predecessors in interest under the Prepetition ABL Documents prior to the Petition Date, (v) seeking damages or equitable relief against any of the Prepetition Secured Parties (as applicable) arising from or related to prepetition business and lending relationships of the Prepetition Secured Parties or any of their predecessors in interest under the Prepetition ABL Documents with the Applicable Debtors, including, without limitation, equitable subordination, recharacterization, lender liability and deepening insolvency claims and causes of action or (vi) challenging the application to Prepetition Debt described in Paragraph 2(c); provided, however, that any Chapter 7 trustee subsequently appointed in these Cases shall have until the later of (x) the expiration of the Challenge Period or (y) 20 days after such trustee is appointed, in order to commence a Challenge Action.

(b) All parties in interest, including without limitation the Committee (if any), that fail to act in accordance with the time periods set forth in the preceding paragraph shall be, and hereby are, barred forever from commencing a Challenge Action and shall be bound by the waivers, stipulations, and terms set forth in this Interim Order (including Paragraphs D, 9(e) and 11 of this Interim Order). Any Challenge Action filed shall prohibit application of this paragraph only to the extent of the specific matters set forth in such Challenge

Action on the date of filing unless otherwise ordered. For the avoidance of doubt, if any Challenge Action is timely filed and a final, non-appealable order is entered in favor of the plaintiff sustaining any such Challenge Action, the stipulations described in Paragraph D of this Interim Order shall nonetheless remain binding and preclusive on any Committee and any other person or entity, except to the extent that such stipulations and admissions were raised (subject to Bankruptcy Rule 7015) in an adversary proceeding or contested matter prior to the expiration of the Challenge Period and sustained by the final, non-appealable order. Nothing in this Interim Order vests or confers on any Person (as defined in the Bankruptcy Code), including any Committee (if appointed) or any non-statutory committees appointed or formed in these Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, and all rights to object to such standing are expressly reserved.

(c) The respective legal and equitable claims, counterclaims, defenses and/or rights of offset and setoff of the Prepetition Secured Parties in response to any such Challenge Action are reserved, and the ability of a party to commence a Challenge Action shall in no event revive, renew or reinstate any applicable statute of limitations which may have expired prior to the date of commencement of such Challenge Action. Despite the commencement of a Challenge Action, the prepetition claims and Liens of the Prepetition Secured Parties shall be deemed valid, binding, properly perfected, enforceable, non-avoidable, not subject to disallowance under Bankruptcy Code § 502(d) and not subject to subordination under Bankruptcy Code § 510 until such time as, and only to the extent that, a final and non-appealable judgment and order is entered sustaining such Challenge Action in favor of the plaintiffs therein. Notwithstanding anything to the contrary contained in this Interim Order, the Court expressly reserves the right to order other appropriate relief against the Prepetition Secured Parties in the event there is a timely and successful Challenge Action by any party in interest to the validity, enforceability, extent, perfection or priority of the Prepetition Liens or the amount, validity, or enforceability of the Prepetition Debt. For the avoidance of doubt, notwithstanding anything to the contrary in this Interim Order or the DIP Documents, the Replacement Liens and Bankruptcy Code § 507(b) claims described in Paragraph 4(d) shall be valid, enforceable, properly perfected, and unavoidable until such time as, and only to the extent that, a final and non-appealable judgment and order is entered sustaining a Challenge Action in favor of the plaintiffs therein.

(d) If a Challenge Action has not been filed during the Challenge Period or a timely-asserted Challenge Action is not successful, then without further order of the Court, the claims, liens and security interests of the Prepetition ABL Administrative Agent, the Prepetition ABL Lenders and the other Prepetition Secured Parties shall and shall be deemed to be allowed for all purposes in these Cases and shall not be subject to challenge by any party in interest, including, without limitation, as to extent, validity, amount, perfection, enforceability, priority or otherwise.

(e) In consideration of and as a condition to, among other things, the Postpetition Secured Parties making the advances under the DIP Documents and providing credit and other financial accommodations to the Applicable Debtors, the Prepetition Secured Parties consenting to, among other things, the use of Cash Collateral, and subordination by the Postpetition Secured Parties and Prepetition Secured Parties of their Liens to the Carveout pursuant to the terms of this Interim Order and the DIP Documents, each of the Applicable Debtors, on behalf of themselves, their estates, and their affiliated obligors under the Prepetition ABL Documents (each a "Releasor" and collectively, the "Releasors"), subject to the other terms of this Paragraph 9, absolutely releases, forever discharges and acquits each of the Prepetition Secured Parties and their respective present and former affiliates, shareholders, subsidiaries, divisions, predecessors, members, managers, directors, officers, attorneys, employees, agents, advisors, principals, consultants, and other representatives (the "Prepetition Releasees") of and from any and all claims, demands causes of action, damages, choses in action, and all other claims, counterclaims, defenses, setoff rights, and other liabilities whatsoever (the "Prepetition Released Claims") of every kind, name, nature, and description, whether known or unknown, both at law and equity (including, without limitation, any "lender liability" claims) that any Releasor may now or hereafter own, hold, have or claim against each and every of the Prepetition Releasees arising at any time prior to the entry of this Interim Order (including, without limitation, claims relating to the Debtors, the Prepetition ABL Documents, and other documents executed in connection therewith, and the obligations thereunder); provided, however, that such release shall not be effective with respect to the Debtors until entry of the Final Order, and with respect to the Debtors' bankruptcy estates, until the expiration of the Challenge Period. In addition, upon the Payment in Full of all Postpetition Debt owed to the Postpetition Secured Parties arising under this Interim Order and the DIP Documents, the

Postpetition Releasees (defined below) shall automatically be released from any and all obligations, actions, duties, responsibilities, and causes of action arising or occurring in connection with or related to the DIP Documents.

10. Sale Milestones. To effectuate the sale process for all, or substantially all, of the assets of Applicable Debtors, Applicable Debtors have agreed to, and are authorized to, timely satisfy each of the Milestones set forth and defined in Section 5.20 (and corresponding Schedule 5.20) of the DIP Credit Agreement. Applicable Debtors, Agent, and requisite Lenders may agree to amend or otherwise modify such sale milestones from time to time, in writing, without the need of any further notice, hearing, or order of this Court (other than a notice of such amendment or modification to be filed with this Court).

11. Right to Credit Bid. In connection with the sale or other disposition of all or any portion of the Aggregate Collateral, whether under Bankruptcy Code § 363, Bankruptcy Code § 1129 or otherwise, pursuant to Bankruptcy Code § 363(k), (a) DIP Agent shall have the right to use the Postpetition Debt or any part thereof to credit bid with respect to any bulk or piecemeal sale of all or any portion of the Aggregate Collateral, and (b) subject to Paragraph 9 of this Order, Prepetition ABL Administrative Agent shall have the right to use the Prepetition Debt or any part thereof to credit bid with respect to any bulk or piecemeal sale of all or any portion of the Aggregate Collateral. With respect to any such sale or other disposition of all or any portion of the Aggregate Collateral, and any auction and sale process relating thereto, each Agent (and its respective designees) is, and will be deemed to be, a qualified bidder for all purposes under any sale and bidding procedures, and any order approving any bidding and sale procedures, and may attend and participate at any auction and any sale hearing, in each case, without regard to any of the requirements or conditions set forth therein and without any other or further action by such Agent or designee.

12. [Reserved].

13. Application of Sale Proceeds. All proceeds from sales or other dispositions of all or any portion of the Aggregate Collateral shall be remitted to Agents for application in accordance with Paragraph 2(c) of this Order.

14. Waiver of Right to Return/Consent to Setoff. Without the prior written consent of Agents, Applicable Debtors will not agree or consent to any of the following: (a) return of any Aggregate Collateral pursuant to Bankruptcy Code § 546(h); (b) any order permitting or allowing any claims pursuant to Bankruptcy Code § 503(b)(9); or (c) any setoff pursuant to Bankruptcy Code § 553.

15. Indemnification. Applicable Debtors shall indemnify and hold harmless Agents, Lenders and each other Prepetition Secured Party and Postpetition Secured Party and such other third parties as set forth in and in accordance with the DIP Credit Agreement and the Prepetition ABL Agreement.

16. No Marshaling. Subject to entry of the Final Order, no Agent, Lender or any of the Aggregate Collateral shall be subject to the doctrine of marshaling.

17. Postpetition Charges. All Postpetition Charges must be promptly paid by Debtors in accordance with this Order and the DIP Documents, without need for filing any application with the Court for approval or payment thereof, within fourteen (14) business days of DIP Agent's written notice to Debtors, any Committee, and the United States Trustee. Prior to any conversion of the Chapter 11 Cases to chapter 7, any DIP Agent professional fees and expenses shall be paid by the Debtors within fourteen (14) days after delivery of a summary invoice (redacted for privilege) to the Debtors and without the need for application to or order of this Court. A copy of such summary invoice shall be provided by the DIP Agent to the U.S. Trustee and counsel to the Committee, if one is appointed, contemporaneously with the Debtors' receipt of such summary invoice. Notwithstanding the foregoing, if (x) the Debtors, U.S. Trustee, or the Committee object to the reasonableness of a summary invoice submitted by the DIP Agent and (y) the parties cannot resolve such objection, in each case within the fourteen (14)-day period following receipt of such summary invoice, the Debtors, the U.S. Trustee or the Committee, as the case may be, shall file with this Court and serve on the DIP Agent a fee objection (a "DIP Agent Fee Objection"), which objection shall be limited to the issue of the reasonableness of such DIP Agent professional fees. The Debtors shall promptly pay any submitted invoice after the expiration of the fourteen (14)-day period if no DIP Agent Fee Objection is filed with this Court and served on the DIP Agent in such fourteen (14)-day period. If a DIP Agent Fee Objection is timely filed and served, the Debtors shall promptly pay the

undisputed amount of the summary invoices, and this Court shall have jurisdiction to determine the disputed portion of such invoice if the parties are unable to resolve the DIP Agent Fee Objection.

18. Force and Effect of Prepetition ABL Documents. Except as modified herein and subject to the other provisions of this Order and the Bankruptcy Code, the Prepetition ABL Documents shall remain in full force and effect with respect to the Prepetition Debt. To the extent there exists any conflict among the terms of the Motion, the Prepetition ABL Documents and this Order, this Order shall govern and control.

19. Conditions Precedent. Except as provided for in the Carveout, neither DIP Agent nor any DIP Lender shall have any obligation to make any loans pursuant to the DIP Documents unless all of the conditions precedent to the making of such extensions of credit under the applicable DIP Documents have been satisfied in full or waived in accordance with such DIP Documents.

20. Modification of Stay. The automatic stay of Bankruptcy Code § 362 is hereby modified with respect to Agents and Lenders to the extent necessary to effectuate the provisions of this Order, including, after the Termination Date, to permit Agents and Lenders to exercise their respective rights contemplated by Paragraph 6 above.

21. Real Property. If, notwithstanding entry of this Order, a lien or security interest in any Real Property would be prohibited or would otherwise not be effective under applicable non-bankruptcy law, (x) the Prepetition Collateral and Postpetition Collateral shall not include such Real Property; provided that all proceeds, products, substitutions or replacements of such Real Property shall be included in the Prepetition Collateral and Postpetition Collateral and subject to the Replacement Liens and Postpetition Liens, respectively and (y) the Applicable Debtors shall not permit any Person (other than Prepetition ABL Administrative Agent and DIP Agent) to obtain directly or indirectly any lien or security interest over such Real Property.

22. No Waiver. None of the Agents, the Lenders, or the other Secured Parties will be deemed to have suspended or waived any of their rights or remedies under this Order, the Prepetition ABL Documents, the DIP Documents, the Bankruptcy Code, or applicable non-bankruptcy law unless such suspension or waiver is hereafter made in writing, signed by a duly

authorized officer of Agents, Lenders, or such other Secured Parties, as applicable, and directed to Applicable Debtors. No failure of any Agent or any other Secured Party to require strict performance by any Applicable Debtor (or by any Trustee) of any provision of this Order will waive, affect, or diminish any right of Agents or any other Secured Party thereafter to demand strict compliance and performance therewith, and no delay on the part of Agents or any other Secured Party in the exercise of any right or remedy under this Order, the Prepetition ABL Documents, the DIP Documents, the Bankruptcy Code, or applicable non-bankruptcy law will preclude the exercise of any right or remedy. Further, this Order does not constitute a waiver by Prepetition ABL Administrative Agent or the other Prepetition Secured Parties of any of their rights under the Prepetition ABL Documents, the Bankruptcy Code, or applicable non-bankruptcy law, including, without limitation, their right to later assert: (a) that any of their interests in the Aggregate Collateral lack adequate protection within the meaning of Bankruptcy Code §§ 362(d) or 363(e) or any other provision thereof or (b) a claim under Bankruptcy Code § 507(b).

23. "Limits on Lender Liability." By taking any actions pursuant to this Order, making any loan under the DIP Credit Agreement, authorizing the use of Cash Collateral, or exercising any rights or remedies available to it under the DIP Documents or this Order, DIP Agent and DIP Lenders shall not: (a) be deemed to be in control of the operations or liquidation of Debtors (e.g. a "controlling person" or "owner or operator"); (b) be deemed to be acting as a "responsible person", with respect to the operation, management or liquidation of Debtors; (c) otherwise cause liability to arise to the federal or state government or the status of responsible person or managing agent to exist under applicable law (as such terms, or any similar terms, are used in the Internal Revenue Code, WARN Act, the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., as amended, or any similar federal or state statute); or (d) owe any fiduciary duty to any of the Debtors. Furthermore, nothing in this Order shall in any way be construed or interpreted to impose or allow the imposition upon any of DIP Agent or DIP Lenders or, subject to the entry of the Final Order, Prepetition ABL Administrative Agent or Prepetition ABL Lenders, of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors and their respective affiliates (as defined in section 101(2) of the Bankruptcy Code). The foregoing provision of this Paragraph 21 shall not be effective until entry of the Final Order.

24. Release. Without limiting the terms of Paragraph 9(e), upon the date that the Postpetition Debt is Paid in Full and prior to the release of the Postpetition Liens, each Debtor, on behalf of its estate and itself, must execute and deliver to DIP Agent, DIP Lenders, the other Postpetition Secured Parties, and each of their respective successors and assigns, and each of their respective present and former affiliates, shareholders, subsidiaries, divisions, predecessors, members, managers, directors, officers, attorneys, employees, agents, advisors, principals, consultants, and other representatives (collectively, the "Postpetition Releasees"), a general release of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness, and obligations, of every kind, nature, and description, that Debtors (or any of them) had, have, or hereafter can or may have against the Postpetition Releasees (or any of them), whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, in equity, or otherwise, in respect of events that occurred on or prior to the date on which the Postpetition Debt is Paid in Full.

25. Amendments. Applicable Debtors, DIP Agent and the DIP Lenders required under the DIP Credit Agreement may enter into amendments or modifications of the DIP Documents or the Budget without further notice and hearing or order of this Court; provided, that (a) such modifications or amendments do not materially and adversely affect the rights of any creditor or other party-in-interest and (b) notice of any such amendment or modification is filed with this Court and provided to any Committee and the United States Trustee.

26. Proof of Claim. Neither the Prepetition ABL Administrative Agent nor any of the Prepetition Secured Parties shall be required to file a proof of claim with respect to any of the Prepetition Debt and the stipulations and findings set forth in this Order shall constitute an informal proof of claim in respect thereof. Notwithstanding the foregoing or any subsequent order of Court concerning proof of claim filing requirements, Prepetition ABL Administrative Agent is authorized (but not obligated) to file a single master proof of claim in Case No. 24-11258 on behalf of itself and the Prepetition ABL Lenders on account of their claims arising under the Prepetition ABL Documents and hereunder and such master proof of claim shall be deemed filed as a claim against each of the Debtors.

27. Binding Effect. Except as provided in Paragraph 9 herein, this Order shall be binding on all parties in interest in the Cases and their respective successors and assigns, including any Trustee, except that any Trustee shall have the right to terminate this Order after notice and a hearing. If, in accordance with Bankruptcy Code § 364(e), this Order does not become a final nonappealable order, if a Trustee terminates this Order, or if any of the provisions of the Order are hereafter modified, amended, vacated or stayed by subsequent order of this Court or any other court, such termination or subsequent order shall not affect the validity or enforceability of any Postpetition Debt, Postpetition Liens, the Replacement Liens or the Bankruptcy Code § 507(b) Claims described in Paragraph 4(d) or any other claim, lien, security interest or priority authorized or created hereby or pursuant to the DIP Documents or adequate protection obligations described in Paragraph 4 incurred prior to the actual receipt by the DIP Agent or the Prepetition ABL Administrative Agent, as applicable, of written notice of the effective date of such termination or subsequent order. Notwithstanding any such termination or subsequent order, any use of Cash Collateral or the incurrence of Postpetition Debt, or adequate protection obligations described in Paragraph 4 owing to the Prepetition Secured Parties by the Applicable Debtors prior to the actual receipt by the DIP Agent or Prepetition ABL Administrative Agent, as applicable, of written notice of the effective date of such termination or subsequent order, shall be governed in all respects by the provisions of this Interim Order, and the Prepetition Secured Parties shall be entitled to all of the rights, remedies, protections and benefits granted under Bankruptcy Code § 364(e), this Interim Order, and the DIP Documents with respect to all uses of Cash Collateral and the incurrence of Postpetition Debt and adequate protection obligations described in Paragraph 4 owing to the Prepetition Secured Parties.

28. Survival. The provisions of this Order, and any actions taken pursuant to or in reliance upon the terms hereof, shall survive entry of, and govern in the event of any conflict with, any order which may be entered in the Cases: (a) confirming any chapter 11 plan, (b) converting any Case to a case under chapter 7 of the Bankruptcy Code, (c) dismissing any Case, (d) withdrawing of the reference of any Case from this Court, or (e) providing for abstention from handling or retaining of jurisdiction of any of the Cases in this Court. The terms and provisions of this Order, including, without limitation, the rights granted DIP Agent and Postpetition Secured Parties under Bankruptcy Code §§ 364(c), shall continue in full force and effect until all of the Aggregate Debt is Paid in Full.

29. Order Effective. This Interim Order shall be effective as of the date of the date of the signature by the Court.

30. Notice of Final Hearing. The Final Hearing is scheduled for July 9, 2024, at 3:00 p.m. (ET), and may be continued from time to time without further notice other than that given in open court. Debtors are directed to immediately serve a copy of this Interim Order by first class mail, postage prepaid, on counsel for Agents, Debtors' other secured creditors, Debtors' thirty (30) largest unsecured creditors, and the United States Trustee, which service shall constitute adequate and proper notice of the Final Hearing. Any objection to the Order must be filed with the Court and received by counsel for the Debtors, the Agents, and the United States Trustee no later than seventy-two (72) hours prior to the commencement of the Final Hearing. Any timely and properly filed and served objection will be heard at the Final Hearing.

EXHIBIT A

DEFINED TERMS

1. ***Aggregate Collateral***. Collectively, the Prepetition Collateral and the Postpetition Collateral.

2. ***Aggregate Debt***. Collectively, the Prepetition Debt and the Postpetition Debt.

3. ***Allowable 506(b) Amounts***. To the extent allowable under Bankruptcy Code § 506(b), interest at the default rate of interest as set forth in Section 2.6(c) of the Prepetition ABL Agreement, all fees, costs, expenses, and other charges due or coming due under the Prepetition ABL Documents or in connection with the Prepetition Debt (regardless of whether such fees, costs, interest and other charges are included in the Budget), and all costs and expenses at any time incurred by Prepetition ABL Administrative Agent and Prepetition ABL Lenders in connection with: (a) the negotiation, preparation and submission of this Order and any other order or document related hereto, and (b) the representation of Prepetition ABL Administrative Agents and Prepetition ABL Lenders in the Cases, including in defending any Challenge.

4. ***Applicable Debtors.*** Parent and any of its direct or indirect Debtor subsidiaries.

5. ***Bankruptcy Code***. The United States Bankruptcy Code (11 U.S.C. § 101 *et seq*.), as amended, and any successor statute. Unless otherwise indicated, all statutory section references in this Order are to the Bankruptcy Code.

6. ***Blocked Account.*** The Dominion Account (as defined in the DIP Credit Agreement).

7. ***Budget.*** The budget attached to this Order as Exhibit B, as amended, modified or supplemented from time to time, as may be agreed to by DIP Agent and the requisite DIP Lenders required under the DIP Credit Agreement.

8. ***Carveout Account.*** The escrow accounts described below established solely to maintain proceeds of Postpetition Debt to pay the Carveout Amounts described in clause (1) of Paragraph 7(a). Solely with respect to the Debtor Carveout Professionals, the Carveout Account shall be the Young Conaway Stargatt & Taylor, LLP client trust account. Solely with respect to the Committee Carveout Professionals, the Carveout Account shall be the client trust account designated by lead counsel for the Committee.

9. ***Carveout Professionals.*** Collectively, (a) Alston & Bird LLP, as counsel for Applicable Debtors, (b) Young Conaway Stargatt & Taylor LLP, as local counsel for Applicable Debtors, (c) Spencer M. Ware of CR3 Partners LLC, as chief restructuring officer of Debtors, and such other personnel of CR3 Partners LLC that will assist Mr. Ware during these Cases, (d) Houlihan Lokey Capital, Inc., as investment banker for Applicable Debtors, (e) Kroll Restructuring Administration LLC, as claims and noticing agent in these Cases, (f) such

professionals that are authorized by the Court to be retained by any Committee, and (g) the United States Trustee.

10. ***Carveout Trigger Date.*** The date that is the earliest of (x) the date on which DIP Agent delivers (by email or other electronic means) the Carveout Trigger Notice to the Carveout Trigger Notice Parties, (y) the date on which the Prepetition Debt and Postpetition Debt have been Paid in Full, and (z) the Maturity Date (as defined in the DIP Credit Agreement).

11. ***Carveout Trigger Notice***. A written notice delivered by email (or other electronic means) by DIP Agent to the Carveout Trigger Notice Parties stating that the Post-Carveout Trigger Cap has been invoked, which notice may be delivered following the occurrence and during the continuation of a Default or Event of Default under the DIP Credit Agreement.

12. ***Carveout Trigger Notice Parties***. Counsel to the Applicable Debtors, the U.S. Trustee and counsel to the Committee.

13. ***Cases***. The chapter 11 cases or any superseding chapter 7 cases of the Debtors.

14. ***Cash Collateral***. All "cash collateral," as that term is defined in Bankruptcy Code § 363(a), in which Agents (on behalf of Secured Parties) have an interest, all deposits subject to setoff rights in favor of Agents and Secured Parties, and all cash arising from the collection or other conversion to cash of the Aggregate Collateral, including from the sale of inventory and the collection of accounts receivable.

15. ***Committee***. Any official creditors' committee appointed to represent unsecured creditors in these Cases pursuant to Bankruptcy Code § 1102.

16. ***Declarations.*** The *Declaration of Spencer Ware in Support of the Debtors' Chapter 11 Petitions and Requests for First Day Relief* and the *Declaration of John Sallstrom in Support of the Debtors' Motion for Interim and Final Orders (I) Authorizing the 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.*

17. ***DIP Commitment***. $199,969,560.45.

18. ***DIP Credit Agreement***. That certain Debtor-in-Possession Credit Agreement substantially in the form attached to this Order as Exhibit C, by and among Parent, Project Kenwood Acquisition, LLC and each other subsidiary of Parent party thereto as a "Borrower", DIP Agent and DIP Lenders party thereto, as amended, modified, supplemented, replaced or refinanced from time to time.

19. ***DIP Documents***. The DIP Credit Agreement, the "Loan Documents" (as that term is defined in the DIP Credit Agreement) and the "Bank Product Agreements" (as that term is defined in the DIP Credit Agreement), in each case, as amended, supplemented, or otherwise modified from time to time.

20. ***Event of Default***. At DIP Agent's election, (a) the occurrence and continuance of any Event of Default first arising after the Petition Date under the DIP Credit Agreement; (b) Applicable Debtors failure to comply with the covenants or perform any of their obligations in strict accordance with the terms of this Order, (c) a motion shall be filed or an order shall be entered in any of the Cases or the Recognition Proceedings (as defined in the DIP Credit Agreement) to sell any of the Aggregate Collateral for any non-cash consideration without the prior written consent of Agents, (d) any of the Carveout, Postpetition Debt or Aggregate Collateral is used to pay any fees or expenses incurred by any Person in connection with selling (or seeking to sell) any Aggregate Collateral without Agents' written consent, (e) a motion shall be filed or an order shall be entered in any of the Cases or the Recognition Proceedings (as defined in the DIP Credit Agreement) to sell, dispose or otherwise transfer any of the Real Property without the prior written consent of Agents' .

21. ***Final Hearing***. The final hearing on the Motion conducted in accordance with Fed. R. Bankr. P. 4001.

22. ***Final Order***. A final order authorizing Applicable Debtors to use Cash Collateral and incur Postpetition Debt entered at or in connection with the Final Hearing.

23. ***Guarantors***. Project Kenwood Intermediate Holdings III, LLC, a Delaware limited liability company ("Parent") and each other Person party to the DIP Documents as a "Guarantor".

24. ***Guaranty***. Guaranty and Security Agreement dated as of June 12, 2024, by and among Applicable Debtors and DIP Agent (on behalf of the Prepetition Secured Parties)).

25. ***Local Rules***. The Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware.

26. ***Obligations.*** The "Obligations", as that term is defined in the DIP Credit Agreement.

27. ***Paid in Full***. With respect to the Postpetition Debt or the Prepetition Debt: (a) the termination of the DIP Credit Agreement and the other DIP Documents or the Prepetition ABL Agreement and the other Prepetition ABL Documents, as applicable; (b) the indefeasible payment in full in cash of all Postpetition Debt or Prepetition Debt, as applicable, together with all accrued and unpaid interest and fees thereon; (c) all commitments under the DIP Credit Agreement or commitments under the Prepetition ABL Agreement, as applicable, shall have terminated or expired; (d) DIP Agent or Prepetition ABL Administrative Agent, as applicable, shall have received cash collateral in such amount as the applicable "Issuing Bank" (as defined in the DIP Credit Agreement) or the applicable "Issuing Bank" (as defined in the Prepetition ABL Agreement), as applicable, deems is reasonably necessary to secure all contingent reimbursement obligations relating to any "Letters of Credit" (as defined in the DIP Credit Agreement) or any "Letters of Credit" (as defined in the Prepetition ABL Agreement); (e) DIP Agent or Prepetition ABL Administrative Agent, as applicable, shall have received cash collateral in such amount as the applicable "Cash Management Bank" (as defined in the DIP Credit Agreement) or the applicable "Cash Management Bank" (as defined in the DIP Credit Agreement), as applicable, deems is reasonably necessary to secure all obligations relating to any "Cash Management Agreements" (as defined in the DIP Credit Agreement) or any "Cash Management Agreements"

(as defined in the DIP Credit Agreement); (f) the indefeasible payment or repayment in full in cash of any and all other "Obligations" (as defined in the DIP Credit Agreement) or "Obligations" (as defined in the Prepetition ABL Agreement), as applicable, including, without limitation, the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of any other obligation) under any "Bank Product Agreement" provided by any "Bank Product Provider" (as such terms are defined in the DIP Credit Agreement) or any "Bank Product Agreement" provided by any "Bank Product Provider" (as such terms are defined in the Prepetition ABL Agreement); (g) all claims of the Applicable Debtors against DIP Agent, DIP Lenders and the other Postpetition Secured Parties, or of "Borrowers" and "Guarantors" (as each such term is defined in the Prepetition ABL Agreement) against Prepetition ABL Administrative Agent, Prepetition ABL Lenders and the other Prepetition Secured Parties, as applicable, arising on or before the payment date shall have been released on terms acceptable to DIP Agent or Prepetition ABL Administrative Agent, as applicable; and (h) DIP Agent or Prepetition ABL Administrative Agent, as applicable, shall have received cash collateral in such amount as DIP Agent or Prepetition ABL Administrative Agent, as applicable, deems is reasonably necessary to secure DIP Agent and the other Postpetition Secured Parties, or Prepetition ABL Administrative Agent and the other Prepetition Secured Parties, as applicable, in respect of any asserted or threatened (in writing) claims, losses, demands, actions, suits, proceedings, investigations, liabilities, fines, fees, costs, expenses (including attorneys' fees and expenses), penalties, or damages for which any of the DIP Agent and the other Postpetition Secured Parties, or Prepetition ABL Administrative Agent and the other Prepetition Secured Parties, as applicable, may be entitled to indemnification or reimbursement by any Applicable Debtor pursuant to the terms of the DIP Credit Agreement, the other DIP Documents, the Prepetition ABL Agreement, or the other Prepetition ABL Documents.

28. ***Permitted Priority Liens***. Collectively, (a) the Carveout, and (b) liens in favor of third parties upon the Prepetition Collateral, which third-party liens, as of the Petition Date: (1) had priority under applicable law over the Prepetition Liens, (2) were not subordinated by agreement or applicable law, and (3) were non-avoidable, valid, properly perfected and enforceable as of the Petition Date.

29. ***Permitted Variance***. The permitted variance set forth in Sections 7(a) and 7(b) of the DIP Credit Agreement, as the same may be amended or otherwise modified from time to time in accordance with the DIP Credit Agreement

30. ***Person***. Any individual, partnership, limited liability company, corporation, trust, joint venture, joint stock company, association, unincorporated organization, government or agency or political subdivision thereof, or any other entity whatsoever.

31. ***Petition Date***. June 11, 2024.

32. ***Post-Carveout Trigger Notice Amount***. An amount equal to (x) if the Carveout Trigger Date occurs prior to August 8, 2024, $500,000 and (y) if the Carveout Trigger Date occurs on or after August 8, 2024, $250,000; provided, however, in the event that the actual Allowed Professional Fees incurred by the Carveout Professionals described in subclauses (a) and (b) of the definition thereof prior to the Carveout Trigger Date is less than the Pre-Trigger Carveout Cap for such Carveout Professionals, then the Post-Carveout Trigger Notice Amount may be increased by such shortfall up to an aggregate amount not to exceed $100,000.

33. ***Postpetition Charges***. Interest at the applicable rate of interest under the DIP Credit Agreement and all fees, costs, and expenses provided for in the DIP Credit Agreement, including those incurred by DIP Agent and DIP Lenders in connection with the Postpetition Debt (regardless of whether any such fees, costs, interest and other charges are included in the Budget).

34. ***Postpetition Collateral***. All of the Real Property and personal property of the Applicable Debtors of any description whatsoever, wherever located, and whenever arising or acquired, including, without limitation, any and all accounts, books, cash (including, without limitation, all Cash Collateral, cash deposits, and all cash proceeds held in escrow), cash equivalents, chattel paper, commercial tort claims, deposits, deposit accounts, documents, equipment, fixtures, goods, general intangibles (including, without limitation, effective upon entry of the Final Order, the proceeds of all claims and causes of action under chapter 5 of the Bankruptcy Code, including, without limitation, Bankruptcy Code §§ 542, 544, 545, 547, 548, 549, 550, 551, and 553, and all proceeds thereof), instruments, intellectual property, intellectual property licenses, inventory, investment property, leasehold interests, negotiable collateral, supporting obligations and all other "Collateral" (as that term is defined in the DIP Credit Agreement)**,** and all proceeds, rents, issues, profits, and products, whether tangible or intangible, of any and all of the foregoing, including, without limitation, any and all proceeds of insurance covering any of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts, and other computer materials and records related thereto.

35. ***Postpetition Debt***. All indebtedness or obligations of Applicable Debtors to DIP Agent and DIP Lenders incurred on or after the Petition Date pursuant to this Order or otherwise, including all Obligations and any advances made by DIP Lenders to pay the Carveout.

36. ***Postpetition Liens***. Priority Liens in the Aggregate Collateral, subject only to Permitted Priority Liens.

37. ***Postpetition Secured Parties***. Collectively, the Lender Group and Bank Product Providers (as each term is defined in the DIP Credit Agreement).

38. ***Prepetition ABL Agreement***. That certain Credit Agreement dated as of April 16, 2019, by and among Applicable Debtors, Prepetition ABL Administrative Agent and Prepetition ABL Lenders party thereto, as amended, modified and supplemented from time to time.

39. ***Prepetition ABL Documents***. The Prepetition ABL Agreement, the "Loan Documents" (as that term is defined in the Prepetition ABL Agreement) and the "Bank Product Agreements" (as that term is defined in the Prepetition ABL Agreement), in each case, as amended, supplemented, or otherwise modified from time to time.

40. ***Prepetition Collateral***. Collectively, (a) all of the "Collateral" (as that term is defined in the that certain Guaranty and Security Agreement dated as of April 16, 2019, by and among Applicable Debtors and Prepetition ABL Administrative Agent (on behalf of the Prepetition ABL Lenders)) existing as of the Petition Date, (b) all Real Property (as defined in the Prepetition ABL Agreement) that is encumbered by a Mortgage (as defined in the Prepetition ABL Agreement) as of the Petition Date and (c) all proceeds, rents, issues, profits and products of each of the assets described in the foregoing clauses (a) and (b).

41. ***Prepetition Debt***. (a) All indebtedness or obligations under the Prepetition ABL Documents as of the Petition Date, including all "Obligations" (as defined in the Prepetition ABL Agreement), and all fees, costs, interest, and expenses as and when due and payable pursuant to the Prepetition ABL Documents, plus (b) all Allowable 506(b) Amounts.

42. ***Prepetition Liens***. Prepetition ABL Administrative Agent's (on behalf of Prepetition ABL Lenders) asserted security interests in the Prepetition Collateral under the Prepetition ABL Documents, subject only to Permitted Priority Liens.

43. ***Prepetition Secured Parties***. Collectively, the Lender Group and Bank Product Providers (as each term is defined in the Prepetition ABL Agreement).

44. ***Prepetition Third Party Documents***. Collectively, Applicable Debtors' deposit account control agreements, leases, licenses, landlord agreements, warehouse agreements, bailment agreements, insurance policies, contracts or other similar agreements in which Prepetition ABL Administrative Agent has an interest.

45. ***Priority Liens***. Liens which are first priority, properly perfected, valid and enforceable security interests, which are not subject to any claims, counterclaims, defenses, setoff, recoupment or deduction, and which are otherwise unavoidable and not subject to recharacterization or subordination pursuant to any provision of the Bankruptcy Code, any agreement, or applicable nonbankruptcy law.

46. ***Real Property***. Any estate or interests in real property now owned or hereafter acquired by an Applicable Debtor or one of its subsidiaries and improvements thereon.

47. ***Remedies Notice Period***. The period commencing on the Termination Date and ending five (5) business days after the occurrence of the Termination Date.

48. ***Replacement Liens***. Priority Liens in the Postpetition Collateral granted to Prepetition ABL Administrative Agent (for the benefit of itself and the other Prepetition Secured Parties) pursuant to this Order, subject only to the Permitted Priority Liens and (x) with respect to any Postpetition Collateral also constituting Prepetition Collateral, the Prepetition Liens and (y) with respect to any Postpetition Collateral not otherwise constituting Prepetition Collateral, the Postpetition Liens.

49. ***Rules***. The Federal Rules of Bankruptcy Procedure.

50. ***Sale Milestones.*** Those covenants described in Paragraph 10 of this Order.

51. ***Secured Parties***. Collectively, the Prepetition Secured Parties and the Postpetition Secured Parties.

52. ***Termination Date***. At DIP Agent's election, the earliest to occur of: (a) the date on which DIP Agent provides, via facsimile, electronic mail or overnight mail, written notice to counsel for Debtors, counsel for any Committee and the United States Trustee of the occurrence and continuance of an Event of Default and the occurrence of the "Termination Date" for purposes of this Order; (b) July 9, 2024, if the Final Order is not entered in form and

substance satisfactory to Agents by such date; (c) the date of the Final Hearing, if this Order is modified at the Final Hearing in a manner unacceptable to Agents and Lenders; (d) the date that is 28 days following the closing date of the sale of substantially all of the assets of the Applicable Debtors; (e) the date on which the Postpetition Debt is Paid in Full; (f) the date that is 180 days after the Petition Date and (g) the effective date of a plan of reorganization.

53. ***Trustee***. Any trustee appointed or elected in the Cases.

54. ***U.S. Trustee***. The Office of the United States Trustee for the District of Delaware.

Dated: June 13th, 2024
Wilmington, Delaware

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

BUDGET

($'s in 000's)

Week Ended	**6/14** Fcst.	**6/21** Fcst.	**6/28** Fcst.	**7/5** Fcst.	**7/12** Fcst.	**7/19** Fcst.	**7/26** Fcst.	**8/2** Fcst.	**8/9** Fcst.	**8/16** Fcst.	**8/23** Fcst.	**8/30** Fcst.	**9/6** Fcst.	**ks** n
Receipts	$ 4,488	$ 6,970	$ 9,306	$ 12,971	$ 5,895	$ 6,604	$ 7,380	$ 12,536	$ 5,919	$ 6,963	$ 1,910	$ 1,910	$ 1,910	763
Operating Disbursements														
Payroll	(3,491)	(2,684)	(3,473)	(3,021)	(3,832)	(3,029)	(3,832)	(3,029)	(3,835)	(2,363)	(1,337)	(2,194)	-	20)
Healthcare	-	(217)	(768)	(781)	(370)	(352)	(517)	(627)	(370)	(352)	(196)	(238)	-	87)
Fuel	(952)	(978)	(920)	(796)	(745)	(775)	(896)	(781)	(762)	(775)	(397)	-	-	77)
Tires, Parts & Maintenance	(120)	(630)	(1,900)	(1,261)	(995)	(650)	(687)	(648)	(634)	(651)	(306)	(347)	(317)	44)
Occupation Costs (Rent & Utilities)	(2)	(56)	(72)	(260)	(289)	(436)	(259)	(254)	(284)	(436)	(83)	(16)	(10)	65)
Insurance	(250)	(30)	(250)	(1,750)	(250)	(250)	(250)	(3,550)	(250)	(250)	-	-	-	80)
Bus Lease Payments	(23)	(341)	-	(354)	(25)	(22)	(318)	(354)	-	(46)	-	-	-	83)
3rd Party Tickets	(48)	(278)	(483)	(425)	(397)	(71)	(33)	(263)	(263)	(71)	-	-	-	34)
Employee Expenses	(1)	(79)	(154)	(76)	(78)	(152)	(34)	(56)	(76)	(152)	(30)	(42)	(45)	73)
Technology	(50)	(249)	(584)	(637)	(296)	(121)	(82)	(454)	(147)	(121)	(19)	(60)	(188)	09)
Miscellaneous	(33)	(163)	(1,896)	(2,013)	(830)	(491)	(522)	(1,669)	(725)	(551)	(224)	(291)	(486)	94)
Other (Contingency)	(248)	(285)	(525)	(569)	(405)	(317)	(371)	(584)	(367)	(288)	(130)	(159)	(52)	03)
Subtotal	(5,218)	(5,991)	(11,026)	(11,942)	(8,512)	(6,666)	(7,801)	(12,269)	(7,712)	(6,055)	(2,721)	(3,347)	(1,098)	60)
Operating Cashflow	(730)	979	(1,720)	1,029	(2,617)	(62)	(421)	267	(1,793)	908	(811)	(1,437)	812	97)
Non-Operating & Restructuring Disbursements														
ABL Interest / Fee Payments	-	-	(1,283)	-	-	-	-	(1,018)	-	-	-	-	(611)	12)
Asset Divestiture	-	-	-	-	-	-	-	-	-	(218)	24,309	(49)	(49)	94
Restructuring Costs	648	(400)	-	-	-	-	-	-	-	-	(2,100)	-	(575)	27)
Professional Fees	(1,524)	(663)	(1,046)	(649)	(682)	(1,293)	(709)	(513)	(552)	(796)	(3,367)	(303)	(148)	45)
Subtotal	(877)	(1,063)	(2,329)	(649)	(682)	(1,293)	(709)	(1,532)	(552)	(1,014)	18,842	(352)	(1,383)	09
Net Cash Flow	**$ (1,607)**	**$ (85)**	**$ (4,048)**	**$ 380**	**$ (3,299)**	**$ (1,356)**	**$ (1,130)**	**$ (1,264)**	**$ (2,345)**	**$ (106)**	**$ 18,031**	**$ (1,789)**	**$ (571)**	**12**
Memo: Capitalized DIP Interest / Fees	(720)	(102)	(120)	(164)	(170)	(204)	(224)	(257)	(278)	(276)	(317)	(351)	(349)	33)
ROLL OF BOOK CASH:														
Beginning Book Cash	$ 3,500	$ 3,500	$ 3,500	$ 3,500	$ 3,500	$ 3,500	$ 3,500	$ 3,500	$ 3,500	$ 3,500	$ 3,500	$ 3,500	$ 3,500	00
Net Cash Flow	(1,607)	(85)	(4,048)	380	(3,299)	(1,356)	(1,130)	(1,264)	(2,345)	(106)	18,031	(1,789)	(571)	12
Actuals - Other	-	-	-	-	-	-	-	-	-	-	-	-	-	
Borrowing / (Repayments)	1,607	85	4,048	(380)	3,299	1,356	1,130	1,264	2,345	106	(18,031)	1,789	571	12)
Ending Book Cash	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	00
Plus: O/S Checks	296	752	1,767	2,494	1,971	1,426	1,222	2,224	1,712	1,378	732	460	359	59
Ending Bank Cash	$ 3,796	$ 4,252	$ 5,267	$ 5,994	$ 5,471	$ 4,925	$ 4,722	$ 5,724	$ 5,211	$ 4,878	$ 4,232	$ 3,960	$ 3,859	59
LOAN BALANCE														
Letters of Credit	(35,519)	(35,027)	(35,027)	(34,974)	(29,551)	(29,113)	(29,038)	(29,038)	(28,645)	(18,623)	(18,623)	(18,613)	(18,613)	13)
ABL Loan Balance	(138,099)	(131,129)	(121,823)	(108,852)	(102,957)	(96,353)	(88,973)	(76,436)	(70,517)	(63,554)	(37,233)	(35,323)	(33,413)	13)
DIP Loan Conversion	(4,488)	(11,458)	(20,764)	(33,735)	(39,630)	(46,234)	(53,614)	(66,150)	(72,070)	(79,033)	(105,354)	(107,264)	(109,174)	74)
Funded L/C's	(75)	(566)	(566)	(620)	(6,043)	(6,481)	(6,556)	(6,556)	(6,949)	(16,971)	(16,971)	(16,981)	(16,981)	81)
DIP Loan (New Money)	(2,326)	(2,513)	(6,681)	(6,465)	(9,934)	(11,494)	(12,848)	(14,370)	(16,993)	(17,375)	339	(1,801)	(2,721)	21)
Total Funded Debt	(180,507)	(180,693)	(184,862)	(184,646)	(188,115)	(189,674)	(191,029)	(192,551)	(195,174)	(195,556)	(177,841)	(179,981)	(180,901)	01)

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EXHIBIT C

DIP CREDIT AGREEMENT

DEBTOR-IN-POSSESSION CREDIT AGREEMENT

by and among

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Agent,

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Sole Lead Arranger and Sole Book Runner,

THE LENDERS THAT ARE PARTIES HERETO,

as the Lenders,

PROJECT KENWOOD INTERMEDIATE HOLDINGS III, LLC,

as Parent,

and

PROJECT KENWOOD ACQUISITION, LLC,

and

THE OTHER BORROWERS LISTED ON THE SIGNATURE PAGES HERETO,

as Borrowers

DATED AS OF JUNE 12, 2024

TABLE OF CONTENTS

EXHIBITS AND SCHEDULES

DEBTOR-IN-POSSESSION CREDIT AGREEMENT

THIS DEBTOR-IN-POSSESSION CREDIT AGREEMENT, is entered into as of June 12, 2024, by and among the lenders identified on the signature pages hereof (each of such lenders, together with its successors and assigns, is referred to hereinafter as a "Lender", as that term is hereinafter further defined), WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent"), WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as sole lead arranger (in such capacity, together with its successors and assigns in such capacity, the "Sole Lead Arranger") and as sole book runner (in such capacity, together with its successors and assigns in such capacity, the "Sole Book Runner"), PROJECT KENWOOD INTERMEDIATE HOLDINGS III, LLC, a Delaware limited liability company ("Parent"), and PROJECT KENWOOD ACQUISITION, LLC, a Delaware limited liability company ("Administrative Borrower"; together with each other Subsidiary of Parent that is signatory hereto, each a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers").

WHEREAS, on June 11, 2024 (the "Filing Date"), Parent and Borrowers (each a "Debtor" and collectively, the "Debtors") filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for Delaware (the "Bankruptcy Court");

WHEREAS, the Canadian Loan Parties will be debtors in the Bankruptcy Cases, and, as soon as practicable and in any event, within 3 Business Days following entry of the Interim Financing Order, or as soon as possible in the circumstances thereafter, Parent (or another Loan Party acceptable to Agent), in its capacity as foreign representative on behalf of the Loan Parties (the "Foreign Representative"), will commence a recognition proceeding under Part IV of the CCAA in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court") to recognize the Bankruptcy Cases as "foreign main proceedings" (the "Recognition Proceedings");

WHEREAS, the Debtors are continuing to operate their businesses and manage their properties as debtors-in-possession under Sections 1107 and 1108 of the Bankruptcy Code and the applicable sections of the CCAA;

WHEREAS, Borrowers have requested that Lenders provide a secured revolving credit facility to Borrowers in order to (i) fund the continued operation of Borrowers' businesses as debtor and debtor-in-possession under the Bankruptcy Code and the CCAA during the pendency of the Bankruptcy Cases and the Recognition Proceedings and (ii) repay in part or in full the Existing Secured Obligations (as hereinafter defined); and

WHEREAS, the Lenders are willing to make available to Borrowers such postpetition loans, other extensions of credit and financial accommodations upon the terms and subject to the conditions set forth herein.

The parties hereto hereby agree as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1 Definitions. Capitalized terms used in this Agreement shall have the meanings specified therefor on Schedule 1.1.

1.2 Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with GAAP; provided that, if Borrowers notify Agent that Borrowers request an amendment to any provision hereof to eliminate the effect of any Accounting Change occurring after the Closing Date or in the application thereof on the operation of such provision (or if Agent notifies Borrowers that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such Accounting Change or in the application thereof, then Agent and Borrowers agree that they will negotiate in good faith amendments to the provisions of this Agreement that are directly affected by such Accounting Change with the intent of having the respective positions of the Lenders and Borrowers after such Accounting Change conform as nearly as possible to their respective positions immediately before such Accounting Change took effect and, until any such amendments have been agreed upon and agreed to by the Required Lenders, the provisions in this Agreement shall be calculated as if no such Accounting Change had occurred. Notwithstanding the foregoing or any other provision in the Loan Documents to the contrary, all leases treated as operating leases for purposes of GAAP on December 19, 2018 shall continue to be accounted for as operating leases hereunder, including for purposes of the definition of "Capitalized Lease Obligations", regardless of any Accounting Changes after such date. When used herein, the term "financial statements" shall include the notes and schedules thereto. Whenever the term "Administrative Borrower" is used in respect of a financial covenant or a related definition, it shall be understood to mean Administrative Borrower and its Subsidiaries on a consolidated basis, unless the context clearly requires otherwise. Notwithstanding anything to the contrary contained herein, (a) all financial statements delivered hereunder shall be prepared, and all financial covenants contained herein shall be calculated, without giving effect to any election under the Statement of Financial Accounting Standards Board's Accounting Standards Codification Topic 825 (or any similar accounting principle) permitting a Person to value its financial liabilities or Indebtedness at the fair value thereof, and (b) the term "unqualified opinion" as used herein to refer to opinions or reports provided by accountants shall mean an opinion or report that is (i) unqualified, and (ii) does not include any explanation, supplemental comment, or other comment concerning the ability of the applicable Person to continue as a going concern or concerning the scope of the audit.

1.3 Code; PPSA; CCQ. Any terms used in this Agreement that are defined in the Code shall be construed and defined as set forth in the Code unless otherwise defined herein; provided, that (i) to the extent that the Code is used to define any term herein and such term is defined differently in different Articles of the Code, the definition of such term contained in Article 9 of the Code shall govern and (ii) any such terms used in this Agreement that are defined in the PPSA or CCQ, shall have the meanings ascribed to such terms in the PPSA or CCQ, as the case may be, when used in relation to Collateral subject to the PPSA or CCQ, as the case may be.

1.4 Construction.

(a) Unless the context of this Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or" The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement or any other Loan Document refer to this Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. All references to statutes and related regulations shall include any amendments of the same and any successor statutes and regulations. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

(b) Any reference herein or in any other Loan Document to the satisfaction, repayment, or payment in full of the Obligations shall mean (a) the payment or repayment in full in immediately available funds of (i) the principal amount of, and interest accrued and unpaid with respect to, all outstanding Loans and "Loans" (as defined in the Existing Credit Agreement), together with the payment of any premium applicable to the repayment of the Loans and "Loans" (as defined in the Existing Credit Agreement), (ii) all Lender Group Expenses and "Lender Group Expenses" (as defined in the Existing Credit Agreement) that have accrued and are unpaid regardless of whether demand has been made therefor, (iii) all fees or charges that have accrued hereunder or under any other Loan Document or Existing Loan Document and are unpaid, (b) in the case of contingent reimbursement obligations with respect to Letters of Credit or Existing Letters of Credit, providing Letter of Credit Collateralization and "Letter of Credit Collateralization" (as defined in the Existing Credit Agreement), (c) in the case of obligations with respect to Bank Products (other than Hedge Obligations) and "Bank Products" (other than "Hedge Obligations") (each as defined in the Existing Credit Agreement), providing Bank Product Collateralization and "Bank Product Collateralization" (as defined in the Existing Credit Agreement), (d) the receipt by Agent of cash collateral in order to secure any other contingent Obligations or Existing Secured Obligations for which a claim or demand for payment has been made on or prior to such time or that Agent reasonably expects will be made or in respect of matters or circumstances known to Agent, a Lender, Existing Agent or an Existing Lender at such time that are reasonably expected to result in any loss, cost, damage, or expense (including attorneys' fees and legal expenses), such cash collateral to be in such amount as Agent reasonably determines is appropriate to secure such contingent Obligations, (e) the payment or repayment in full in immediately available funds of all other outstanding Obligations and Existing Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Obligations or Existing Secured

Obligations) under Hedge Agreements provided by Hedge Providers and "Hedge Agreements" (as defined in the Existing Credit Agreement) provided by "Hedge Providers" (as defined in the Existing Credit Agreement)) other than in each case of clauses (a) to (e) hereof, (i) unasserted contingent indemnification Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid, and (f) the termination of all of the Revolver Commitments of the Lenders. Any reference herein to any Person shall be construed to include such Person's permitted successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

(c) For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

(d) For purposes of any Collateral located in the province of Quebec or charged by any deed of hypothec (or any other Loan Document) and for all other purposes pursuant to which the interpretation or construction of a Loan Document may be subject to the laws of the province of Quebec or a court or tribunal exercising jurisdiction in the province of Quebec, (a) "personal property" shall be deemed to include "movable property", (b) "real property" shall be deemed to include "immovable property", (c) "tangible property" shall be deemed to include "corporeal property", (d) "intangible property" shall be deemed to include "incorporeal property", (e) "security interest", "mortgage" and "lien" shall be deemed to include a "hypothec", "prior claim" and a "resolutory clause", (f) all references to filing, registering or recording under the Code or the PPSA shall be deemed to include publication under the Civil Code of Quebec, (g) all references to "perfection" of or "perfected" Liens shall be deemed to include a reference to "opposable" or "set up" Liens as against third parties, (h) any "right of offset", "right of setoff" or similar expression shall be deemed to include a "right of compensation", (i) "goods" shall be deemed to include "corporeal movable property" other than chattel paper, documents of title, instruments, money and securities, (j) an "agent" shall be deemed to include a "mandatary", (k) "construction liens" shall be deemed to include "legal hypothecs", (l) "joint and several" shall be deemed to include "solidary", (m) "gross negligence or willful misconduct" shall be deemed to be "intentional or gross fault", (n) "beneficial ownership" shall be deemed to include "ownership on behalf of another as mandatory", (o) "easement" shall be deemed to include "servitude", (p) "priority" shall be deemed to include "prior claim", (q) "survey" shall be deemed to include "certificate of location and plan", (r) a "land surveyor" shall be deemed to include an "arpenteur-géomètre", (s) "fee simple title" shall be deemed to include "absolute ownership" and (t) all references to an "examiner" shall be deemed to mean an examiner appointed under Section 509 of the Irish Companies Act and "examinership" shall be construed accordingly. The parties hereto confirm that it is their wish that this Agreement and any other document executed in connection with the transactions contemplated herein be drawn up in the English language only (except if another language is required under any applicable law) and that all other documents contemplated

thereunder or relating thereto, including notices, may also be drawn up in the English language only. Each party hereto hereby confirms that it was represented by legal counsel and has had the opportunity to negotiate the terms of this Agreement and any other Loan Documents, including the essential stipulations thereof, with the assistance of its legal counsel. *Les parties aux présentes confirment que c'est leur volonté que cette convention et les autres documents de crédit soient rédigés en langue anglaise seulement et que tous les documents, y compris tous avis, envisagés par cette convention et les autres documents peuvent être rédigés en langue anglaise seulement (sauf si une autre langue est requise en vertu d'une loi applicable). Chaque partie aux présentes confirme qu'elle a été représentée par des conseillers juridiques et a eu l'opportunité de négocier les termes de cette convention et des autres documents de crédit, y compris leurs stipulations essentielles, avec l'aide de ses conseillers juridiques.* With respect to any Fleet Asset, any provision in the Loan Documents that requires that the Agent's Lien on such Fleet Asset be perfected (including with a certain priority) or that is a covenant by the Loan Parties to provide such perfection (including such priority) or a representation and warranty by the Loan Parties as to such perfection (including such priority), in each case, shall be deemed satisfied, complied with and correct, as applicable, to the extent that the Loan Parties are in compliance with the Fleet Asset Perfection Requirements with respect to such Fleet Asset.

1.5 Time References. Unless the context of this Agreement or any other Loan Document clearly requires otherwise, all references to time of day refer to Pacific standard time or Pacific daylight saving time, as in effect in Los Angeles, California on such day. For purposes of the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each means "to and including"; provided, that with respect to a computation of fees or interest payable to Agent or any Lender, such period shall in any event consist of at least one full day.

1.6 Schedules and Exhibits. All of the schedules and exhibits attached to this Agreement shall be deemed incorporated herein by reference.

1.7 Intentionally Omitted.

1.8 Intentionally Omitted.

1.9 Intentionally Omitted.

1.10 Currency Matters. Principal, interest, reimbursement obligations, fees, and all other amounts payable under this Agreement and the other Loan Documents to Agent and the Lenders shall be payable in Dollars. Unless stated otherwise, all calculations, comparisons, measurements or determinations under this Agreement shall be made in Dollars. For the purpose of such calculations, comparisons, measurements or determinations, amounts or proceeds denominated in currencies other than Dollars shall be converted to the Equivalent Amount of Dollars on the date of calculation, comparison, measurement or determination. Unless expressly provided otherwise, where a reference is made to a Dollar amount, the amount is to be considered as the amount in Dollars and, therefore, each other currency shall be converted into the Equivalent Amount thereof in Dollars. If any basket is exceeded solely as a result of fluctuations in applicable currency exchange rates after the last time such basket was utilized, such basket will not be deemed to have been exceeded solely as a result of such fluctuations in currency exchange rates.

2. LOANS AND TERMS OF PAYMENT.

2.1 Revolving Loans.

(a) Subject to the terms and conditions of this Agreement and subject to the terms and conditions of the Financing Order, and during the term of this Agreement, each Revolving Lender agrees (severally, not jointly or jointly and severally) to make revolving loans ("Revolving Loans") in Dollars to Borrowers in an aggregate amount at any one time outstanding not to exceed the lesser of:

(i) such Lender's Revolver Commitment,

(ii) such Lender's Pro Rata Share of an amount equal to (1) the Maximum Revolver Amount less (2) the sum of (y) the Letter of Credit Usage at such time, plus (z) the principal amount of Swing Loans outstanding at such time, less (3) the principal amount of any Reinstated Existing Secured Obligations less (4) the principal amount of Existing Secured Obligations then outstanding, and

(iii) for any calendar week, one hundred and ten percent of the aggregate uses of cash for such week set forth in the Approved Budget.

(b) Amounts borrowed pursuant to this Section 2.1 may be repaid and, subject to the terms and conditions of this Agreement, reborrowed at any time during the term of this Agreement. The outstanding principal amount of the Revolving Loans, together with interest accrued and unpaid thereon, shall constitute Obligations and shall be due and payable on the Maturity Date or, if earlier, on the date on which they otherwise become due and payable pursuant to the terms of this Agreement.

(c) Anything to the contrary in this Section 2.1 notwithstanding, Agent shall have the right (but not the obligation) at any time, in the exercise of its Permitted Discretion, to establish and increase or decrease Reserves against the Maximum Revolver Amount, in its Permitted Discretion. The amount of any Reserve established by Agent shall have a reasonable relationship to the event, condition, other circumstance, or fact that is the basis for such reserve or and shall not be duplicative of any other reserve established and currently maintained.

(d) On the Carveout Termination Date, Lenders will provide Revolving Loans to Borrowers in an amount equal to the remaining Carveout amount plus $250,000 (to be used for the sole purpose of funding the applicable professionals after the Carveout Termination Date).

(e) On the Maturity Date due to the occurrence of clause (b) of such definition, Lenders will provide Revolving Loans to Borrowers in an amount not to exceed the amount of expenses in the Approved Budget after such date.

2.2 [Intentionally Omitted].

2.3 Borrowing Procedures and Settlements.

(a) Procedure for Borrowing Revolving Loans. Each Borrowing shall be made by a written request by an Authorized Person delivered to Agent (which may be delivered through Agent's electronic platform or portal) and received by Agent no later than 11:00 a.m. (i) on the Business Day that is the requested Funding Date in the case of a request for a Swing Loan, and (ii) on the Business Day that is one Business Day prior to the requested Funding Date in the case of a request for a Loan, specifying (A) the amount of such Borrowing, (B) the requested Funding Date (which shall be a Business Day) and (C) the expenses enumerated in the Approved Budget to be paid with the proceeds of such Borrowing; provided, that Agent may, in its sole discretion, elect to accept as timely requests that are received later than 11:00 a.m. on the applicable Business Day or U.S. Government Securities Business Day, as applicable. All Borrowing requests which are not made on-line via Agent's electronic platform or portal shall be subject to (and unless Agent elects otherwise in the exercise of its sole discretion, such Borrowing shall not be made until the completion of) Agent's authentication process (with results satisfactory to Agent) prior to the funding of any such requested Borrowing.

(b) Making of Swing Loans. In the case of a request for a Revolving Loan as a Swing Loan and so long as either (i) the aggregate amount of Swing Loans made since the last Settlement Date, minus all payments or other amounts applied to Swing Loans since the last Settlement Date, plus the amount of the requested Swing Loan does not exceed $20,000,000, or (ii) Swing Lender, in its sole discretion, agrees to make a Swing Loan notwithstanding the foregoing limitation, Swing Lender shall make a Revolving Loan (any such Revolving Loan made by Swing Lender pursuant to this Section 2.3(b) being referred to as a "Swing Loan" and all such Revolving Loans being referred to as "Swing Loans") available to Borrowers on the Funding Date applicable thereto by transferring immediately available funds in the amount of such requested Borrowing to the Designated Account. Each Swing Loan shall be deemed to be a Revolving Loan hereunder and shall be subject to all the terms and conditions (including Section 3 (including, without limitation, the condition precedent set forth in the final paragraph of Section 3.2 hereof)) applicable to other Revolving Loans, except that all payments (including interest) on any Swing Loan shall be payable to Swing Lender solely for its own account. Subject to the provisions of Section 2.3(d)(ii), Swing Lender shall not make and shall not be obligated to make any Swing Loan if Swing Lender has actual knowledge that (1) one or more of the applicable conditions precedent set forth in Section 3 will not be satisfied on the requested Funding Date for the applicable Borrowing, or (2) the requested Borrowing would exceed the Availability on such Funding Date. Swing Lender shall not otherwise be required to determine whether the applicable conditions precedent set forth in Section 3 have been satisfied on the Funding Date applicable thereto prior to making any Swing Loan. The Swing Loans shall be secured by Agent's Liens, constitute Revolving Loans and Obligations, and bear interest at the rate applicable from time to time to Revolving Loans.

(c) Making of Revolving Loans.

(i) In the event that Swing Lender is not obligated to make a Swing Loan, then after receipt of a request for a Borrowing pursuant to Section 2.3(a)(i), Agent shall notify the Lenders by telecopy, telephone, email, or other electronic form of transmission, of the requested Borrowing; such notification to be sent on the Business

Day or U.S. Government Securities Business Day, as applicable, that is at least one Business Day prior to the requested Funding Date. If Agent has notified the Lenders of a requested Borrowing on the Business Day that is one Business Day prior to the Funding Date, then each Lender shall make the amount of such Lender's Pro Rata Share of the requested Borrowing available to Agent in immediately available funds, to Agent's Account, not later than 10:00 a.m. on the Business Day that is the requested Funding Date. After Agent's receipt of the proceeds of such Revolving Loans from the Lenders, Agent shall make the proceeds thereof available to Borrowers on the applicable Funding Date by transferring immediately available funds equal to such proceeds received by Agent to the Designated Account; provided that, subject to the provisions of Section 2.3(d)(ii), no Lender shall have an obligation to make any Revolving Loan, if (1) one or more of the applicable conditions precedent set forth in Section 3 (including, without limitation, the condition precedent set forth in the final paragraph of Section 3.2 hereof) will not be satisfied on the requested Funding Date for the applicable Borrowing unless such condition has been waived, or (2) the requested Borrowing would exceed the Availability on such Funding Date.

(ii) Unless Agent receives notice from a Lender prior to 9:30 a.m. on the Business Day that is the requested Funding Date relative to a requested Borrowing as to which Agent has notified the Lenders of a requested Borrowing that such Lender will not make available as and when required hereunder to Agent for the account of Borrowers the amount of that Lender's Pro Rata Share of the Borrowing, Agent may assume that each Lender has made or will make such amount available to Agent in immediately available funds on the Funding Date and Agent may (but shall not be so required), in reliance upon such assumption, make available to Borrowers a corresponding amount. If, on the requested Funding Date, any Lender shall not have remitted the full amount that it is required to make available to Agent in immediately available funds and if Agent has made available to Borrowers such amount on the requested Funding Date, then such Lender shall make the amount of such Lender's Pro Rata Share of the requested Borrowing available to Agent in immediately available funds, to Agent's Account, no later than 10:00 a.m. on the Business Day that is the first Business Day after the requested Funding Date (in which case, the interest accrued on such Lender's portion of such Borrowing for the Funding Date shall be for Agent's separate account). If any Lender shall not remit the full amount that it is required to make available to Agent in immediately available funds as and when required hereby and if Agent has made available to Borrowers such amount, then that Lender shall be obligated to immediately remit such amount to Agent, together with interest at the Defaulting Lender Rate for each day until the date on which such amount is so remitted. A notice submitted by Agent to any Lender with respect to amounts owing under this Section 2.3(c)(ii) shall be conclusive, absent manifest error. If the amount that a Lender is required to remit is made available to Agent, then such payment to Agent shall constitute such Lender's Revolving Loan for all purposes of this Agreement. If such amount is not made available to Agent by such Lenders on the Business Day following the Funding Date, Agent will notify Administrative Borrower of such failure to fund, and upon demand by Agent, Borrowers shall pay such amount to Agent for Agent's account, together with interest thereon for each day elapsed since the date of such Borrowing, at a rate per annum equal

to the interest rate applicable at the time to the Revolving Loans composing such Borrowing.

(d) Protective Advances and Optional Overadvances.

(i) Any contrary provision of this Agreement or any other Loan Document notwithstanding, but subject to Section 2.3(d)(iv), at any time (A) after the occurrence and during the continuance of a Default or an Event of Default, or (B) that any of the other applicable conditions precedent set forth in Section 3 are not satisfied, Agent hereby is authorized by Borrowers and the Lenders, from time to time, in Agent's sole discretion, to make Revolving Loans to, or for the benefit of, Borrowers, on behalf of the Revolving Lenders, that Agent, in its Permitted Discretion, deems necessary or desirable (1) to preserve or protect the Collateral, or any portion thereof, or (2) to enhance the likelihood of repayment of the Obligations (other than the Bank Product Obligations) (the Revolving Loans described in this Section 2.3(d)(i) shall be referred to as "Protective Advances"), or (3) to pay any other amount chargeable to Borrowers pursuant to the terms of this Agreement, including Lender Group Expenses and the costs, fees and expenses described in Section 9 hereof. Notwithstanding the foregoing, the aggregate amount of all Protective Advances outstanding at any one time shall not exceed 10% of the Maximum Revolver Amount (or if the Maximum Revolver Amount is reduced to zero, the amount of the Maximum Revolver Amount immediately prior to such reduction).

(ii) Any contrary provision of this Agreement or any other Loan Document notwithstanding, but subject to Section 2.3(d)(iv), the Lenders hereby authorize Agent or Swing Lender, as applicable, and either Agent or Swing Lender, as applicable, may, but is not obligated to, knowingly and intentionally, continue to make Revolving Loans (including Swing Loans) to Borrowers notwithstanding that an Overadvance exists or would be created thereby, so long as, subject to Section 2.3(d)(iv) below, after giving effect to such Revolving Loans, the outstanding Revolver Usage (except for and excluding amounts charged to the Loan Account for interest, fees, or Lender Group Expenses) does not exceed the Maximum Revolver Amount. In the event Agent obtains actual knowledge that the Revolver Usage exceeds the amounts permitted by the immediately foregoing provisions, regardless of the amount of, or reason for, such excess, Agent shall notify the Lenders as soon as practicable (and prior to making any (or any additional) intentional Overadvances (except for and excluding amounts charged to the Loan Account for interest, fees, or Lender Group Expenses) unless Agent determines that prior notice would result in imminent harm to the Collateral or its value, in which case Agent may make such Overadvances and provide notice as promptly as practicable thereafter), and the Lenders with Revolver Commitments thereupon shall, together with Agent, jointly determine the terms of arrangements that shall be implemented with Borrowers intended to reduce, within a reasonable time, the outstanding principal amount of the Revolving Loans to Borrowers to an amount permitted by the preceding sentence. In such circumstances, if any Lender with a Revolver Commitment objects to the proposed terms of reduction or repayment of any Overadvance, the terms of reduction or repayment thereof shall be implemented according to the determination of the Required Lenders. The foregoing provisions are

meant for the benefit of the Lenders and Agent and are not meant for the benefit of Borrowers, which shall continue to be bound by the provisions of Section 2.4(e)(i). Each Lender with a Revolver Commitment shall be obligated to settle with Agent as provided in Section 2.3(e) (or Section 2.3(g), as applicable) for the amount of such Lender's Pro Rata Share of any unintentional Overadvances by Agent reported to such Lender, any intentional Overadvances made as permitted under this Section 2.3(d)(ii), and any Overadvances resulting from the charging to the Loan Account of interest, fees, or Lender Group Expenses.

(iii) Each Protective Advance and each Overadvance (each, an "Extraordinary Advance") shall be deemed to be a Revolving Loan hereunder, except that prior to Settlement therefor, all payments on the Extraordinary Advances shall be payable to Agent solely for its own account. The Extraordinary Advances shall be repayable on demand, secured by Agent's Liens, constitute Obligations hereunder, and bear interest at the rate applicable from time to time to Revolving Loans. The provisions of this Section 2.3(d) are for the exclusive benefit of Agent, Swing Lender, and the Lenders and are not intended to benefit Borrowers (or any other Loan Party) in any way.

(iv) Notwithstanding anything contained in this Agreement or any other Loan Document to the contrary: (A) no Extraordinary Advance may be made by Agent if such Extraordinary Advance would cause the aggregate principal amount of Extraordinary Advances outstanding to exceed an amount equal to 10% of the Maximum Revolver Amount in effect at the time such Extraordinary Advance is made, and (B) to the extent that the making of any Extraordinary Advance causes the aggregate Revolver Usage to exceed the Maximum Revolver Amount, such portion of such Extraordinary Advance shall be for Agent's sole and separate account and not for the account of any Lender and shall be entitled to priority in repayment in accordance with Section 2.4(b).

(e) Settlement. It is agreed that each Lender's funded portion of the Revolving Loans is intended by the Lenders to equal, at all times, such Lender's Pro Rata Share of the outstanding Revolving Loans. Such agreement notwithstanding, Agent, Swing Lender, and the other Lenders agree (which agreement shall not be for the benefit of Borrowers) that in order to facilitate the administration of this Agreement and the other Loan Documents, settlement among the Lenders as to the Revolving Loans, the Swing Loans, and the Extraordinary Advances shall take place on a periodic basis in accordance with the following provisions:

(i) Agent shall request settlement ("Settlement") with the Lenders on a weekly basis, or on a more frequent basis if so determined by Agent in its sole discretion (1) on behalf of Swing Lender, with respect to the outstanding Swing Loans, (2) for itself, with respect to the outstanding Extraordinary Advances, and (3) with respect to Borrowers' or any of their Subsidiaries' payments or other amounts received from such Persons, as to each by notifying the Lenders by telecopy, telephone, or other similar form of transmission, of such requested Settlement, no later than 2:00 p.m. on the Business Day immediately prior to the date of such requested Settlement (the date of such requested Settlement being the "Settlement Date"). Such notice of a Settlement Date shall include a summary statement of the amount of outstanding Revolving Loans, Swing Loans, and Extraordinary Advances for the period since the prior Settlement Date.

Subject to the terms and conditions contained herein (including Section 2.3(g)): (y) if the amount of the Revolving Loans (including Swing Loans and Extraordinary Advances) made by a Lender that is not a Defaulting Lender exceeds such Lender's Pro Rata Share of the Revolving Loans (including Swing Loans and Extraordinary Advances) as of a Settlement Date, then Agent shall, by no later than 12:00 p.m. on the Settlement Date, transfer in immediately available funds to a Deposit Account of such Lender (as such Lender may designate), an amount such that each such Lender shall, upon receipt of such amount, have as of the Settlement Date, its Pro Rata Share of the Revolving Loans (including Swing Loans and Extraordinary Advances), and (z) if the amount of the Revolving Loans (including Swing Loans, and Extraordinary Advances) made by a Lender is less than such Lender's Pro Rata Share of the Revolving Loans (including Swing Loans, and Extraordinary Advances) as of a Settlement Date, such Lender shall no later than 12:00 p.m. on the Settlement Date transfer in immediately available funds to Agent's Account, an amount such that each such Lender shall, upon transfer of such amount, have as of the Settlement Date, its Pro Rata Share of the Revolving Loans (including Swing Loans and Extraordinary Advances). Such amounts made available to Agent under clause (z) of the immediately preceding sentence shall be applied against the amounts of the applicable Swing Loans or Extraordinary Advances and, together with the portion of such Swing Loans or Extraordinary Advances representing Swing Lender's Pro Rata Share thereof, shall constitute Revolving Loans of such Lenders. If any such amount is not made available to Agent by any Lender on the Settlement Date applicable thereto to the extent required by the terms hereof, Agent shall be entitled to recover for its account such amount on demand from such Lender together with interest thereon at the Defaulting Lender Rate.

(ii) In determining whether a Lender's balance of the Revolving Loans, Swing Loans, and Extraordinary Advances is less than, equal to, or greater than such Lender's Pro Rata Share of the Revolving Loans, Swing Loans, and Extraordinary Advances as of a Settlement Date, Agent shall, as part of the relevant Settlement, apply to such balance the portion of payments actually received in good funds by Agent with respect to principal, interest, fees payable by Borrowers and allocable to the Lenders hereunder, and proceeds of Collateral.

(iii) Between Settlement Dates, Agent, to the extent Extraordinary Advances or Swing Loans are outstanding, may pay over to Agent or Swing Lender, as applicable, any payments or other amounts received by Agent, that in accordance with the terms of this Agreement would be applied to the reduction of the Revolving Loans, for application to the Extraordinary Advances or Swing Loans. Between Settlement Dates, Agent, to the extent no Extraordinary Advances or Swing Loans are outstanding, may pay over to Swing Lender any payments or other amounts received by Agent, that in accordance with the terms of this Agreement would be applied to the reduction of the Revolving Loans, for application to Swing Lender's Pro Rata Share of the Revolving Loans. If, as of any Settlement Date, payments or other amounts of Parent or its Subsidiaries received since the then immediately preceding Settlement Date have been applied to Swing Lender's Pro Rata Share of the Revolving Loans other than to Swing Loans, as provided for in the previous sentence, Swing Lender shall pay to Agent for the accounts of the Lenders, and Agent shall pay to the Lenders (other than a Defaulting

Lender if Agent has implemented the provisions of Section 2.3(g)), to be applied to the outstanding Revolving Loans of such Lenders, an amount such that each such Lender shall, upon receipt of such amount, have, as of such Settlement Date, its Pro Rata Share of the Revolving Loans. During the period between Settlement Dates, Swing Lender with respect to Swing Loans, Agent with respect to Extraordinary Advances, and each Lender with respect to the Revolving Loans other than Swing Loans and Extraordinary Advances, shall be entitled to interest at the applicable rate or rates payable under this Agreement on the daily amount of funds employed by Swing Lender, Agent, or the Lenders, as applicable.

(iv) Anything in this Section 2.3(e) to the contrary notwithstanding, in the event that a Lender is a Defaulting Lender, Agent shall be entitled to refrain from remitting settlement amounts to the Defaulting Lender and, instead, shall be entitled to elect to implement the provisions set forth in Section 2.3(g).

(f) Notation. Agent, as a non-fiduciary agent for Borrowers, shall maintain a register showing the principal amount of the Revolving Loans, owing to each Lender, including the Swing Loans owing to Swing Lender, and Extraordinary Advances owing to Agent, and the interests therein of each Lender, from time to time and such register shall, absent manifest error, conclusively be presumed to be correct and accurate.

(g) Defaulting Lenders.

(i) Notwithstanding the provisions of Section 2.4(b)(iii), Agent shall not be obligated to transfer to a Defaulting Lender any payments made by Borrowers to Agent for such Defaulting Lender's benefit or any proceeds of Collateral that would otherwise be remitted hereunder to the Defaulting Lender, and, in the absence of such transfer to the Defaulting Lender, Agent shall transfer any such payments (A) first, to Agent to the extent of any Extraordinary Advances that were made by Agent and that were required to be, but were not, paid by such Defaulting Lender to Agent, (B) second, to Swing Lender to the extent of any Swing Loans that were made by Swing Lender and that were required to be, but were not, paid by the Defaulting Lender, (C) third, to Issuing Bank, to the extent of the portion of a Letter of Credit Disbursement that was required to be, but was not, paid by the Defaulting Lender, (D) fourth, to each Non-Defaulting Lender ratably in accordance with their Revolver Commitments (but, in each case, only to the extent that such Defaulting Lender's portion of a Revolving Loan (or other funding obligation) was funded by such other Non-Defaulting Lender), (E) fifth, in Agent's sole discretion, to a suspense account maintained by Agent, the proceeds of which shall be retained by Agent and may be made available to be re-advanced to or for the benefit of Borrowers (upon the request of Borrowers and subject to the conditions set forth in Section 3.2) as if such Defaulting Lender had made its portion of Revolving Loans (or other funding obligations) hereunder, and (F) sixth, from and after the date on which all other Obligations have been paid in full, to such Defaulting Lender in accordance with tier (N) of Section 2.4(b)(iii). Subject to the foregoing, Agent may hold and, in its discretion, re-lend to Borrowers for the account of such Defaulting Lender the amount of all such payments received and retained by Agent for the account of such Defaulting Lender. Solely for the purposes of voting or consenting to matters with respect to the

Loan Documents (including the calculation of Pro Rata Share in connection therewith) and for the purpose of calculating the fee payable under Section 2.10(b), such Defaulting Lender shall be deemed not to be a "Lender" and such Lender's Revolver Commitment shall be deemed to be zero; provided, that the foregoing shall not apply to any of the matters governed by Sections 14.1(a)(i) through 14.1(a)(iii). The provisions of this Section 2.3(g) shall remain effective with respect to such Defaulting Lender until the earlier of (y) the date on which all of the Non-Defaulting Lenders, Agent, Issuing Bank, and Borrowers shall have waived, in writing, the application of this Section 2.3(g) to such Defaulting Lender, or (z) the date on which such Defaulting Lender makes payment of all amounts that it was obligated to fund hereunder, pays to Agent all amounts owing by Defaulting Lender in respect of the amounts that it was obligated to fund hereunder, and, if requested by Agent, provides adequate assurance of its ability to perform its future obligations hereunder (on which earlier date, so long as no Event of Default has occurred and is continuing, any remaining cash collateral held by Agent pursuant to Section 2.3(g)(ii) shall be released to Borrowers). The operation of this Section 2.3(g) shall not be construed to increase or otherwise affect the Revolver Commitment of any Lender, to relieve or excuse the performance by such Defaulting Lender or any other Lender of its duties and obligations hereunder, or to relieve or excuse the performance by any Borrower of its duties and obligations hereunder to Agent, Issuing Bank, or to the Lenders other than such Defaulting Lender. Any failure by a Defaulting Lender to fund amounts that it was obligated to fund hereunder shall constitute a material breach by such Defaulting Lender of this Agreement and shall entitle Borrowers, at their option, upon written notice to Agent, to arrange for a substitute Lender to assume the Revolver Commitment of such Defaulting Lender, such substitute Lender to be reasonably acceptable to Agent. In connection with the arrangement of such a substitute Lender, the Defaulting Lender shall have no right to refuse to be replaced hereunder, and agrees to execute and deliver a completed form of Assignment and Acceptance in favor of the substitute Lender (and agrees that it shall be deemed to have executed and delivered such document if it fails to do so) subject only to being paid its share of the outstanding Obligations (other than Bank Product Obligations, but including (1) all interest, fees, and other amounts that may then be due and payable in respect thereof, and (2) an assumption of its Pro Rata Share of its participation in the Letters of Credit); provided, that any such assumption of the Revolver Commitment of such Defaulting Lender shall not be deemed to constitute a waiver of any of the Lender Groups' or Borrowers' rights or remedies against any such Defaulting Lender arising out of or in relation to such failure to fund. In the event of a direct conflict between the priority provisions of this Section 2.3(g) and any other provision contained in this Agreement or any other Loan Document, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 2.3(g) shall control and govern.

(ii) If any Swing Loan or Letter of Credit is outstanding at the time that a Lender becomes a Defaulting Lender then:

(A) such Defaulting Lender's Swing Loan Exposure and Letter of Credit Exposure shall be reallocated among the Non-Defaulting Lenders in

accordance with their respective Pro Rata Shares but only to the extent (x) the sum of all Non-Defaulting Lenders' Revolving Loan Exposures plus such Defaulting Lender's Swing Loan Exposure and Letter of Credit Exposure does not exceed the total of all Non-Defaulting Lenders' Revolver Commitments, and (y) the conditions set forth in Section 3.2 are satisfied at such time;

(B) if the reallocation described in clause (A) above cannot, or can only partially, be effected, Borrowers shall within one Business Day following notice by the Agent (x) first, prepay such Defaulting Lender's Swing Loan Exposure (after giving effect to any partial reallocation pursuant to clause (A) above), and (y) second, cash collateralize such Defaulting Lender's Letter of Credit Exposure (after giving effect to any partial reallocation pursuant to clause (A) above), pursuant to a cash collateral agreement to be entered into in form and substance reasonably satisfactory to the Agent, for so long as such Letter of Credit Exposure is outstanding; provided, that Borrowers shall not be obligated to cash collateralize any Defaulting Lender's Letter of Credit Exposure if such Defaulting Lender is also the Issuing Bank;

(C) if Borrowers cash collateralize any portion of such Defaulting Lender's Letter of Credit Exposure pursuant to this Section 2.3(g)(ii), Borrowers shall not be required to pay any Letter of Credit Fees to Agent for the account of such Defaulting Lender pursuant to Section 2.6(b) with respect to such cash collateralized portion of such Defaulting Lender's Letter of Credit Exposure during the period such Letter of Credit Exposure is cash collateralized;

(D) to the extent the Letter of Credit Exposure of the Non-Defaulting Lenders is reallocated pursuant to this Section 2.3(g)(ii), then the Letter of Credit Fees payable to the Non-Defaulting Lenders pursuant to Section 2.6(b) shall be adjusted in accordance with such Non-Defaulting Lenders' Letter of Credit Exposure;

(E) to the extent any Defaulting Lender's Letter of Credit Exposure is neither cash collateralized nor reallocated pursuant to this Section 2.3(g)(ii), then, without prejudice to any rights or remedies of the Issuing Bank or any Lender hereunder, all Letter of Credit Fees that would have otherwise been payable to such Defaulting Lender under Section 2.6(b) with respect to such portion of such Letter of Credit Exposure shall instead be payable to the Issuing Bank until such portion of such Defaulting Lender's Letter of Credit Exposure is cash collateralized or reallocated;

(F) so long as any Lender is a Defaulting Lender, the Swing Lender shall not be required to make any Swing Loan and the Issuing Bank shall not be required to issue, amend, or increase any Letter of Credit, in each case, to the extent (x) the Defaulting Lender's Pro Rata Share of such Swing Loans or Letter of Credit cannot be reallocated pursuant to this Section 2.3(g)(ii), or (y) the Swing Lender or Issuing Bank, as applicable, has not otherwise entered into arrangements reasonably satisfactory to the Swing Lender or Issuing Bank, as applicable, and

Borrowers to eliminate the Swing Lender's or Issuing Bank's risk with respect to the Defaulting Lender's participation in Swing Loans or Letters of Credit; and

(G) Agent may release any cash collateral provided by Borrowers pursuant to this Section 2.3(g)(ii) to the Issuing Bank and the Issuing Bank may apply any such cash collateral to the payment of such Defaulting Lender's Pro Rata Share of any Letter of Credit Disbursement that is not reimbursed by Borrowers pursuant to Section 2.11(d). Subject to Section 17.14, no reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

(h) Independent Obligations. All Revolving Loans (other than Swing Loans and Extraordinary Advances) shall be made by the Lenders contemporaneously and in accordance with their Pro Rata Shares. It is understood that (i) no Lender shall be responsible for any failure by any other Lender to perform its obligation to make any Revolving Loan (or other extension of credit) hereunder, nor shall any Revolver Commitment of any Lender be increased or decreased as a result of any failure by any other Lender to perform its obligations hereunder, and (ii) no failure by any Lender to perform its obligations hereunder shall excuse any other Lender from its obligations hereunder.

2.4 Payments; Reductions of Commitments; Prepayments.

(a) Payments by Borrowers.

(i) Except as otherwise expressly provided herein, all payments by Borrowers shall be made to Agent's Account for the account of the Lender Group and shall be made in immediately available funds, no later than 1:30 p.m. on the date specified herein; provided that, for the avoidance of doubt, any payments deposited into a Controlled Account (as defined in the Guaranty and Security Agreement) shall be deemed not to be received by Agent on any Business Day unless immediately available funds have been credited to Agent's Account prior to 1:30 p.m. on such Business Day. Any payment received by Agent in immediately available funds in Agent's Account later than 1:30 p.m. shall be deemed to have been received (unless Agent, in its sole discretion, elects to credit it on the date received) on the following Business Day and any applicable interest or fee shall continue to accrue until such following Business Day.

(ii) Unless Agent receives notice from Borrowers prior to the date on which any payment is due to the Lenders that Borrowers will not make such payment in full as and when required, Agent may assume that Borrowers have made (or will make) such payment in full to Agent on such date in immediately available funds and Agent may (but shall not be so required), in reliance upon such assumption, distribute to each Lender on such due date an amount equal to the amount then due such Lender. If and to the extent Borrowers do not make such payment in full to Agent on the date when due, each Lender severally shall repay to Agent on demand such amount distributed to such

Lender, together with interest thereon at the Defaulting Lender Rate for each day from the date such amount is distributed to such Lender until the date repaid.

(b) Apportionment and Application.

(i) So long as no Application Event has occurred and is continuing and except as otherwise provided herein with respect to Defaulting Lenders, all principal and interest payments received by Agent shall be apportioned ratably among the Lenders (according to the unpaid principal balance of the Obligations to which such payments relate held by each Lender) and all payments of fees and expenses received by Agent (other than fees or expenses that are for Agent's separate account or for the separate account of Issuing Bank) shall be apportioned ratably among the Lenders having a Pro Rata Share of the type of Revolver Commitment or Obligation to which a particular fee or expense relates.

(ii) Subject to Sections 2.4(b)(v) and 2.4(f) and the terms of the Financing Order, all payments to be made hereunder by Borrowers shall be remitted to Agent and all such payments, and all proceeds of Collateral received by Agent, shall be applied, so long as no Application Event has occurred and is continuing and except as otherwise provided herein with respect to Defaulting Lenders, first, to reduce the balance of the Existing Secured Obligations in the manner set forth in the Existing Credit Agreement, second, to reduce the balance of the Revolving Loans outstanding and, thereafter, to Borrowers (to be wired to the Designated Account) or such other Person entitled thereto under applicable law.

(iii) Subject to the terms of the Financing Order, at any time that an Application Event has occurred and is continuing and except as otherwise provided herein with respect to Defaulting Lenders, all payments remitted to Agent and all proceeds of Collateral received by Agent shall be applied as follows:

(A) first, to reduce the balance of the Existing Secured Obligations in the manner set forth in the Existing Credit Agreement;

(B) second, to pay any Lender Group Expenses (including cost or expense reimbursements) or indemnities then due to Agent under the Loan Documents, until paid in full and to pay interest and principal on Extraordinary Advances that are held solely by Agent pursuant to the terms of Section 2.3(d)(iv), until paid in full,

(C) third, to pay any fees or premiums then due to Agent under the Loan Documents, until paid in full,

(D) fourth, to pay interest due in respect of all Protective Advances, until paid in full,

(E) fifth, to pay the principal of all Protective Advances, until paid in full,

(F) sixth, ratably, to pay any Lender Group Expenses (including cost or expense reimbursements) or indemnities then due to any of the Lenders under the Loan Documents, until paid in full,

(G) seventh, ratably, to pay any fees or premiums then due to any of the Lenders under the Loan Documents, until paid in full,

(H) eighth, to pay interest accrued in respect of the Swing Loans, until paid in full,

(I) ninth, to pay the principal of all Swing Loans, until paid in full,

(J) tenth, ratably, to pay interest accrued in respect of the Revolving Loans (other than Protective Advances), until paid in full,

(K) eleventh, ratably,

i. to pay the principal of all Revolving Loans (other than Protective Advances), until paid in full,

ii. (1) to Agent, to be held by Agent, for the benefit of Issuing Bank (and for the ratable benefit of each of the Lenders that have an obligation to pay to Agent, for the account of Issuing Bank, a share of each Letter of Credit Disbursement), as cash collateral in an amount up to 105% of the Letter of Credit Usage (to the extent permitted by applicable law, such cash collateral shall be applied to the reimbursement of any Letter of Credit Disbursement as and when such disbursement occurs and, if a Letter of Credit expires undrawn, the cash collateral held by Agent in respect of such Letter of Credit shall, to the extent permitted by applicable law, be reapplied pursuant to this Section 2.4(b)(iii), beginning with tier (A) hereof), and (2) in the amount (after taking into account any amounts previously paid pursuant to this clause "ii(2)" during the continuation of the applicable Application Event) of the most recently established Bank Product Reserve, (I) to the Bank Product Providers based upon amounts then certified by the applicable Bank Product Provider to Agent (in form and substance satisfactory to Agent) to be due and payable to such Bank Product Providers on account of Bank Product Obligations, and (II) with any balance to be paid to Agent, to be held by Agent, for the benefit of the Bank Product Providers, as cash collateral (which cash collateral may be released by Agent to the applicable Bank Product Provider and applied by such Bank Product Provider to the payment

or reimbursement of any amounts due and payable with respect to Bank Product Obligations owed to the applicable Bank Product Provider as and when such amounts first become due and payable and, if and at such time as all such Bank Product Obligations are paid or otherwise satisfied in full, the cash collateral held by Agent in respect of such Bank Product Obligations shall be reapplied pursuant to this Section 2.4(b)(iii), beginning with tier (A) hereof), until paid in full,

(L) twelfth, ratably, to pay any other Obligations other than Obligations owed to Defaulting Lenders (including being paid, ratably, to the Bank Product Providers on account of all amounts then due and payable in respect of Bank Product Obligations), with any balance to be paid to Agent, to be held by Agent, for the ratable benefit of the Bank Product Providers, as cash collateral (which cash collateral may be released by Agent to the applicable Bank Product Provider and applied by such Bank Product Provider to the payment or reimbursement of any amounts due and payable with respect to Bank Product Obligations owed to the applicable Bank Product Provider as and when such amounts first become due and payable and, if and at such time as all such Bank Product Obligations are paid or otherwise satisfied in full, the cash collateral held by Agent in respect of such Bank Product Obligations shall be reapplied pursuant to this Section 2.4(b)(iii), beginning with tier (A) hereof), until paid in full,

(M) thirteenth, ratably, to pay any Obligations owed to Defaulting Lenders, until paid in full, and

(N) fourteenth, to Borrowers (to be wired to the Designated Account) or such other Person entitled thereto under applicable law.

(iv) Agent promptly shall distribute to each Lender, pursuant to the applicable wire instructions received from each Lender in writing, such funds as it may be entitled to receive, subject to a Settlement delay as provided in Section 2.3(e).

(v) In each instance, so long as no Application Event has occurred and is continuing, Section 2.4(b)(ii) shall not apply to any payment made by Borrowers to Agent and specified by Borrowers to be for the payment of specific Obligations then due and payable (or prepayable) under any provision of this Agreement or any other Loan Document.

(vi) For purposes of Section 2.4(b)(iii), "paid in full" of a type of Obligation means payment in cash or immediately available funds of all amounts owing on account of such type of Obligation, including interest accrued after the commencement of any Insolvency Proceeding, default interest, interest on interest, and expense reimbursements, irrespective of whether any of the foregoing would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding.

(vii) In the event of a direct conflict between the priority provisions of this Section 2.4 and any other provision contained in this Agreement or any other Loan Document, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, if the conflict relates to the provisions of Section 2.3(g) and this Section 2.4, then the provisions of Section 2.3(g) shall control and govern, and if otherwise, then the terms and provisions of this Section 2.4 shall control and govern.

(c) Reduction of Revolver Commitments. The Revolver Commitments shall terminate on the Maturity Date or earlier termination thereof pursuant to the terms of this Agreement. Upon five Business Days' prior written notice, Borrowers may reduce the Revolver Commitments, without premium or penalty, to an amount (which may be zero) not less than the sum of (i) the Revolver Usage as of such date, plus (ii) the principal amount of all Revolving Loans not yet made as to which a request has been given by Borrowers under Section 2.3(a), plus (iii) the amount of all Letters of Credit not yet issued as to which a request has been given by Borrowers pursuant to Section 2.11(a). Each such reduction shall be in an amount which is not less than $10,000,000 (unless the Revolver Commitments are being reduced to zero and the amount of the Revolver Commitments in effect immediately prior to such reduction are less than $10,000,000), shall be made by providing not less than 10 Business Days (or such shorter period of time as is acceptable to Agent) prior written notice by Administrative Borrower to Agent, and shall be irrevocable, except to the extent delivered in connection with a refinancing of the Obligations or other event, in which case such notice shall not be irrevocable until such refinancing or other event is consummated. Once reduced, the Revolver Commitments may not be increased. Each such reduction of the Revolver Commitments shall reduce the Revolver Commitments of each Lender proportionately in accordance with its ratable share thereof. In connection with any reduction in the Revolver Commitments prior to the Maturity Date, if any Loan Party or any of its Subsidiaries owns any Margin Stock, Borrowers shall deliver to Agent an updated Form U-1 (with sufficient additional originals thereof for each Lender), duly executed and delivered by the Borrowers, together with such other documentation as Agent shall reasonably request, in order to enable Agent and the Lenders to comply with any of the requirements under Regulations T, U or X of the Board of Governors.

(d) Optional Prepayments. Borrowers may prepay the principal of any Revolving Loan at any time in whole or in part, in accordance with Section 2.4(b)(ii), and any such prepayment pursuant to this Section 2.4(d) shall not result in a reduction of the Maximum Revolver Amount or any Revolver Commitments.

(e) Mandatory Prepayments.

(i) Maximum Revolver Amount. If, at any time, (A) the Revolver Usage on such date exceeds (B) the Maximum Revolver Amount, as adjusted for Reserves established by Agent in accordance with Section 2.1(c), then Borrowers shall immediately prepay the Obligations in accordance with Section 2.4(f) in an aggregate amount equal to the amount of such excess.

(ii) Dispositions. In addition to mandatory prepayments pursuant to the foregoing clause (i), within three Business Days following each date on or after the Closing Date upon which any Borrower receives any Net Cash Proceeds from any sale of Collateral (other than any disposition pursuant to any of clauses (b), (c), (d), (f) and (g) of the definition of "Permitted Dispositions"), or from any policy of insurance as a result of a Casualty Event with respect to the loss of, any asset, Borrower shall prepay, without premium or penalty, the Obligations (which shall not, for the avoidance of doubt, result in any reduction in the Maximum Revolver Amount or any Revolver Commitments) in accordance with Section 2.4(b)(ii) in an aggregate amount equal to such Net Cash Proceeds. Nothing contained in this Section 2.4(e)(ii) shall permit Parent or its Subsidiaries to sell or otherwise dispose of any assets other than in accordance with Section 6.4.

(iii) Disgorgement. In the event that Existing Agent or any of the Existing Lenders are required to repay or disgorge to Debtors or any representatives of the Debtors' estate (as agents, with derivative standing or otherwise) all or any portion of the Existing Secured Obligations authorized and directed to be repaid pursuant to the Financing Order, or any payment on account of the Existing Secured Obligations made to Existing Agent or any Existing Lender is rescinded for any reason whatsoever, including, but not limited to, as a result of any Avoidance Action, or any other action, suit, proceeding or claim brought under any other provision of any applicable Bankruptcy Code or any applicable state or provincial law, or any other similar provisions under any other state, federal or provincial statutory or common law (all such amounts being hereafter referred to as the "Avoided Payments"), then, in such event, Borrowers shall prepay the outstanding principal amount of the Revolving Loans in an amount equal to 100% of such Avoided Payments immediately upon receipt of the Avoided Payments by Debtors or any representative of the Debtors' estate.

(iv) Extraordinary Receipts. Within one Business Day of the date of receipt by any Loan Party or any of its Subsidiaries of any Extraordinary Receipts, Borrowers shall prepay the outstanding principal amount of the Obligations in accordance with Section 2.4(b)(ii) in an amount equal to 100% of such Extraordinary Receipts, net of any reasonable expenses incurred in collecting such Extraordinary Receipts.

(v) Indebtedness. Within one Business Day of the date of incurrence by any Loan Party or any of its Subsidiaries of any Indebtedness (other than Permitted Indebtedness), Borrowers shall prepay the outstanding principal amount of the Obligations in accordance with Section 2.4(b)(ii) in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection with such incurrence. The provisions of this Section 2.4(e)(v) shall not be deemed to be implied consent to any such incurrence otherwise prohibited by the terms of this Agreement.

(vi) Equity. Within one Business Day of the date of the issuance by any Loan Party or any of its Subsidiaries of any Equity Interests (other than (A) in the event that any Loan Party or any of its Subsidiaries forms any Subsidiary in accordance with the terms hereof, the issuance by such Subsidiary of Equity Interests to such Loan

Party or such Subsidiary, as applicable, (B) the issuance of Equity Interests by Parent to any Person that is an equity holder of Parent prior to such issuance (a "Subject Holder") so long as such Subject Holder did not acquire any Equity Interests of Parent so as to become a Subject Holder concurrently with, or in contemplation of, the issuance of such Equity Interests to such Subject Holder, (C) the issuance of Equity Interests of Parent to directors, officers and employees of Parent and its Subsidiaries pursuant to employee stock option plans (or other employee incentive plans or other compensation arrangements) approved by the Board of Directors, and (D) the issuance of Equity Interests by a Subsidiary of a Loan Party to its parent or member in connection with the contribution by such parent or member to such Subsidiary of the proceeds of an issuance described in clauses (A) through (C) above), Borrowers shall prepay the outstanding principal amount of the Obligations in accordance with Section 2.4(b)(ii) in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection with such issuance. The provisions of this Section 2.4(e)(vi) shall not be deemed to be implied consent to any such issuance otherwise prohibited by the terms of this Agreement.

(f) Application of Payments. Each prepayment pursuant to Section 2.4(e) shall be applied in the manner set forth in Section 2.4(b)(iii).

2.5 Promise to Pay.

(a) Borrowers agree to pay the Lender Group Expenses on the earlier of (i) the first day of the month following the date on which the applicable Lender Group Expenses were first incurred, or (ii) the date on which demand therefor is made by Agent (it being acknowledged and agreed that any charging of such costs, expenses or Lender Group Expenses to the Loan Account pursuant to the provisions of Section 2.6(d) shall be deemed to constitute a demand for payment thereof for the purposes of this subclause (ii)). Borrowers promise to pay all of the Obligations (including principal, interest, premiums, if any, fees, costs, and expenses (including Lender Group Expenses)) in full on the Maturity Date or, if earlier, on the date on which the Obligations (other than the Bank Product Obligations) become due and payable pursuant to the terms of this Agreement. Borrowers agree that their obligations contained in the first sentence of this Section 2.5(a) shall survive payment or satisfaction in full of all other Obligations.

(b) The Revolving Loans (including Swing Loans) made by each Lender are evidenced by this Agreement.

2.6 Interest Rates and Letter of Credit Fee: Rates, Payments, and Calculations.

(a) Interest Rates. Except as provided in Section 2.6(c), all Obligations (except for undrawn Letters of Credit) that have been charged to the Loan Account pursuant to the terms hereof shall bear interest at a per annum rate equal to the Base Rate plus the Applicable Margin in effect from time to time applicable to Revolving Loans.

(b) Letter of Credit Fee. Borrowers shall pay Agent (for the ratable benefit of the Revolving Lenders), a Letter of Credit fee (the "Letter of Credit Fee") (which fee shall be in addition to the fronting fees and commissions, other fees, charges and expenses set forth in Section 2.11(k)) that shall accrue at a per annum rate equal to the Applicable Margin from time to

time used to determine the interest rate on Revolving Loans pursuant to Section 2.6(a)(i) times the average amount of Letter of Credit Usage during the immediately preceding month.

(c) Default Rate. Upon the occurrence and during the continuation of an Event of Default, subject to the Interest Act (Canada):

(i) all Obligations (other than the Letter of Credit Fee) consisting of principal, interest and fees shall bear interest at a per annum rate equal to 2.00 percentage points above the per annum rate otherwise applicable thereunder, and

(ii) the Letter of Credit Fee shall be increased to 2.00 percentage points above the per annum rate otherwise applicable thereto.

(d) Payment. Except to the extent provided to the contrary in Section 2.10 or Section 2.11(k), (i) all interest and all other fees payable hereunder or under any of the other Loan Documents shall be due and payable, in arrears, on the first day of each month (or, in the case of any Letter of Credit Fees, the first Business Day of such month), and (ii) all costs and expenses payable hereunder or under any of the other Loan Documents, and all Lender Group Expenses shall be due and payable on (x) with respect to Lender Group Expenses outstanding as of the Closing Date, the Closing Date, and (y) otherwise, the earlier of (A) the first day of the month following the date on which the applicable costs, expenses, or Lender Group Expenses were first incurred, and (B) the date on which demand therefor is made by Agent (it being acknowledged and agreed that any charging of such costs, expenses or Lender Group Expenses to the Loan Account pursuant to the provisions of the following sentence shall be deemed to constitute a demand for payment thereof for the purposes of this subclause (y)). Borrowers hereby authorize Agent, from time to time without prior notice to Borrowers, to charge to the Loan Account (A) on the first day of each month, all interest accrued during the prior month on the Revolving Loans hereunder, (B) on the first Business Day of each month, all unpaid Letter of Credit Fees accrued or chargeable hereunder during the prior month, (C) as and when incurred or accrued, all fees and costs provided for in Section 2.10(a) or (c), (D) on the first day of each month, the Unused Line Fee accrued during the prior month pursuant to Section 2.10(b), (E) as and when due and payable, all other fees payable hereunder or under any of the other Loan Documents, (F) on the Closing Date and thereafter as and when incurred or accrued, all other Lender Group Expenses, and (G) as and when due and payable all other payment obligations payable under any Loan Document or any Bank Product Agreement (including any amounts due and payable to the Bank Product Providers in respect of Bank Products). All amounts (including interest, fees, costs, expenses, Lender Group Expenses, or other amounts payable hereunder or under any other Loan Document or under any Bank Product Agreement) charged to the Loan Account shall thereupon constitute Revolving Loans hereunder, shall constitute Obligations hereunder, and shall initially accrue interest at the rate then applicable to Revolving Loans.

(e) Computation. All interest and fees chargeable under the Loan Documents shall be computed on the basis of a 360 day year, in each case, for the actual number of days elapsed in the period during which the interest or fees accrue. In the event the Base Rate is changed from time to time hereafter, the rates of interest hereunder based upon the Base Rate automatically and immediately shall be increased or decreased by an amount equal to such change in the Base Rate.

(f) Intent to Limit Charges to Maximum Lawful Rate. In no event shall the interest rate or rates payable under this Agreement, plus any other amounts paid in connection herewith, exceed the highest rate permissible under any law that a court of competent jurisdiction shall, in a final determination, deem applicable. Borrowers and the Lender Group, in executing and delivering this Agreement, intend legally to agree upon the rate or rates of interest and manner of payment stated within it; provided, that anything contained herein to the contrary notwithstanding, if such rate or rates of interest or manner of payment exceeds the maximum allowable under applicable law, then, ipso facto, as of the date of this Agreement, Borrowers are and shall be liable only for the payment of such maximum amount as is allowed by law, and payment received from Borrowers in excess of such legal maximum, whenever received, shall be applied to reduce the principal balance of the Obligations to the extent of such excess.

(g) **[Intentionally Omitted]**.

(h) If any provision of this Agreement or of any of the other Loan Documents would obligate a Canadian Loan Party to make any payment of interest or other amount payable to any Lender in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by such Lender of interest at a criminal rate (as such terms are construed under the Criminal Code (Canada)) then, notwithstanding such provisions, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in a receipt by such Lender of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows: (i) first, by reducing the amount or rate of interest required to be paid by such Canadian Loan Party to such Lender pursuant to this Agreement, and (ii) thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid by such Canadian Loan Party to such Lender which would constitute "interest" for purposes of Section 347 of the Criminal Code (Canada). Any amount or rate of interest referred to in this Section 2.6(h) shall be determined in accordance with generally accepted actuarial practices and principles as an effective annual rate of interest over the term that the applicable Loan or other amount remains outstanding on the assumption that any charges, fees or expenses that fall within the meaning of "interest" (as defined in the Criminal Code (Canada)) shall, if they relate to a specific period of time, be pro-rated over that period of time and otherwise be pro-rated over the period from the Closing Date to the Maturity Date and, in the event of a dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by Agent shall be conclusive for the purposes of such determination.

(i) For purposes of disclosure pursuant to the Interest Act (Canada), the annual rates of interest or fees to which the rates of interest or fees provided in this Agreement and the other Loan Documents (and stated herein or therein, as applicable, to be computed on the basis of a 360 day year or any other period of time less than a calendar year) are equivalent are the rates so determined multiplied by the actual number of days in the applicable calendar year and divided by 360 or such other period of time, respectively. EACH CANADIAN BORROWER FOR AND ON BEHALF OF ITSELF AND EACH CANADIAN GUARANTOR CONFIRMS THAT IT FULLY UNDERSTANDS AND IS ABLE TO CALCULATE THE RATES OF INTEREST APPLICABLE UNDER THE LOAN DOCUMENTS BASED ON THE METHODOLOGY FOR CALCULATING PER ANNUM RATES PROVIDED FOR IN THIS AGREEMENT. Agent agrees that, if requested in writing by a Canadian Borrower, it will calculate the nominal and effective per annum rate of interest on any Loan or other amount outstanding hereunder at the time

of such request and provide such information to such Canadian Borrower promptly following such request, provided that any error in any such calculation, or any failure to provide such information on request, shall not relieve any Canadian Borrower or any Canadian Guarantor of any of its obligations under this Agreement or any other Loan Document, nor result in any liability of Agent or any Lender.

2.7 Crediting Payments. The receipt of any payment item by Agent shall not be required to be considered a payment on account unless such payment item is a wire transfer of immediately available federal funds made to Agent's Account or unless and until such payment item is honored when presented for payment. Should any payment item not be honored when presented for payment, then Borrowers shall be deemed not to have made such payment and interest shall be calculated accordingly. Anything to the contrary contained herein notwithstanding, any payment item shall be deemed received by Agent only if it is received into Agent's Account on a Business Day on or before 1:30 p.m. If any payment item is received into Agent's Account on a non-Business Day or after 1:30 p.m. on a Business Day (unless Agent, in its sole discretion, elects to credit it on the date received), it shall be deemed to have been received by Agent as of the opening of business on the immediately following Business Day.

2.8 Designated Account. Agent is authorized to make the Revolving Loans, and Issuing Bank is authorized to issue the Letters of Credit, under this Agreement based upon telephonic or other instructions received from anyone purporting to be an Authorized Person or, without instructions, if pursuant to Section 2.6(d). Borrowers agree to establish and maintain the Designated Account with the Designated Account Bank for the purpose of receiving the proceeds of the Revolving Loans requested by Borrowers and made by Agent or the Lenders hereunder. Unless otherwise agreed by Agent and Borrowers, any Revolving Loan or Swing Loan requested by Borrowers and made by Agent or the Lenders hereunder shall be made to the Designated Account.

2.9 Maintenance of Loan Account; Statements of Obligations. Agent shall maintain an account on its books in the name of Borrowers (the "Loan Account") on which Borrowers will be charged with all Revolving Loans (including Extraordinary Advances and Swing Loans) made by Agent, Swing Lender, or the Lenders to Borrowers or for Borrowers' account, the Letters of Credit issued or arranged by Issuing Bank for Borrowers' account, and with all other payment Obligations hereunder or under the other Loan Documents, including, accrued interest, fees and expenses, and Lender Group Expenses. In accordance with Section 2.7, the Loan Account will be credited with all payments received by Agent from Borrowers or for Borrowers' account. Agent shall make available to Borrowers monthly statements regarding the Loan Account, including the principal amount of the Revolving Loans, interest accrued hereunder, fees accrued or charged hereunder or under the other Loan Documents, and a summary itemization of all charges and expenses constituting Lender Group Expenses accrued hereunder or under the other Loan Documents, and each such statement, absent manifest error, shall be conclusively presumed to be correct and accurate and constitute an account stated between Borrowers and the Lender Group unless, within 30 days after Agent first makes such a statement available to Borrowers, Borrowers shall deliver to Agent written objection thereto describing the error or errors contained in such statement.

2.10 Fees.

(a) Agent Fees. Borrowers shall pay to Agent, for the account of Agent, as and when due and payable under the terms of the Fee Letter, the fees set forth in the Fee Letter.

(b) Unused Line Fee. Borrowers shall pay to Agent, for the ratable account of the Revolving Lenders, an unused line fee (the "Unused Line Fee") in an amount equal to the Applicable Unused Line Fee Percentage per annum times the result of (i) the Maximum Revolver Amount, minus (ii) the average amount of the Revolver Usage during the immediately preceding month (or portion thereof), which Unused Line Fee shall be due and payable, in arrears, on the first day of each month from and after the Closing Date up to the first day of the month prior to the date on which the Obligations are paid in full and on the date on which the Obligations are paid in full.

(c) Field Examination and Other Fees. Borrowers shall pay to Agent field examination, appraisal, and valuation fees and charges when due and payable in accordance with Section 2.6(d), in connection with any inspections permitted by Section 5.7 (subject to clause (b) thereof), which fees and charges shall be as follows: (i) a per diem fee at Wells Fargo's standard rate, per examiner, plus out-of-pocket expenses (including travel, meals, and lodging) for each field examination of any Borrower performed by or on behalf of Agent, and (ii) the fees, charges or expenses paid or incurred by Agent if it elects to employ the services of one or more third Persons to perform field examinations of Parent or its Subsidiaries, to establish electronic collateral reporting systems, to appraise the Collateral, or any portion thereof, or to assess Parent's or its Subsidiaries' business valuation.

2.11 Letters of Credit.

(a) Subject to the terms and conditions of this Agreement, upon the request of Borrowers made in accordance herewith, and prior to the Maturity Date, Issuing Bank agrees to issue a requested standby Letter of Credit or a sight commercial Letter of Credit for the account of Borrowers, which Letter of Credit may be related to or to benefit the business of Borrowers' Subsidiaries. By submitting a request to Issuing Bank for the issuance of a Letter of Credit, Borrowers shall be deemed to have requested that Issuing Bank issue the requested Letter of Credit. Each request for the issuance of a Letter of Credit, or the amendment or extension of any outstanding Letter of Credit, shall be (x) irrevocable and made in writing by an Authorized Person, (y) delivered to Agent and Issuing Bank via facsimile or other electronic method of transmission reasonably acceptable to Agent and Issuing Bank and reasonably in advance of the requested date of issuance, amendment or extension and (z) subject to Issuing Bank's authentication procedures satisfactory to Issuing Bank. Each such request shall be in form and substance reasonably satisfactory to Agent and Issuing Bank and (i) shall specify (A) the amount of such Letter of Credit, (B) the date of issuance, amendment or extension of such Letter of Credit, (C) the proposed expiration date of such Letter of Credit, (D) the name and address of the beneficiary of the Letter of Credit, and (E) such other information (including, the conditions to drawing, and, in the case of an amendment or extension, identification of the Letter of Credit to be so amended, or extended) as shall be necessary to prepare, amend or extend such Letter of Credit, and (ii) shall be accompanied by such Issuer Documents as Agent or Issuing Bank may request or require, to the extent that such requests or requirements are consistent with the Issuer Documents that Issuing

Bank generally requests for Letters of Credit in similar circumstances. Issuing Bank's records of the content of any such request will be conclusive. Anything contained herein to the contrary notwithstanding, Issuing Bank may, but shall not be obligated to, issue a Letter of Credit that supports the obligations of a Loan Party or one of its Subsidiaries in respect of (x) a lease of real property, or (y) an employment contract. Notwithstanding anything contained herein to the contrary, no Letters of Credit shall be issued under this Agreement at any time after the Filing Date except in Issuing Bank's sole discretion.

(b) Issuing Bank shall have no obligation to issue, amend or extend a Letter of Credit if any of the following would result after giving effect to the requested issuance, amendment or extension:

(i) the Letter of Credit Usage would exceed $40,000,000, or

(ii) the Letter of Credit Usage would exceed the Maximum Revolver Amount *less* the outstanding amount of Revolving Loans (including Swing Loans) less the principal amount of any Reinstated Existing Secured Obligations less the principal amount of any Existing Secured Obligations, or

(iii) the obligations to be supported by such Letter of Credit are not enumerated in the Approved Budget.

(c) In the event there is a Defaulting Lender as of the date of any request for the issuance or extension of a Letter of Credit, Issuing Bank shall not be required to issue or arrange for or extend such Letter of Credit to the extent (i) the Defaulting Lender's Letter of Credit Exposure with respect to such Letter of Credit may not be reallocated pursuant to Section 2.3(g)(ii), or (ii) Issuing Bank has not otherwise entered into arrangements reasonably satisfactory to it and Borrowers to eliminate Issuing Bank's risk with respect to the participation in such Letter of Credit of the Defaulting Lender, which arrangements may include Borrowers cash collateralizing such Defaulting Lender's Letter of Credit Exposure in accordance with Section 2.3(g)(ii). Additionally, Issuing Bank shall have no obligation to issue or extend a Letter of Credit if (A) any order, judgment, or decree of any Governmental Authority or arbitrator shall, by its terms, purport to enjoin or restrain Issuing Bank from issuing such Letter of Credit, or any law applicable to Issuing Bank or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over Issuing Bank shall prohibit or request that Issuing Bank refrain from the issuance of letters of credit generally or such Letter of Credit in particular, or (B) the issuance of such Letter of Credit would violate one or more policies of Issuing Bank applicable to letters of credit generally, or (C) amounts demanded to be paid under any Letter of Credit will not or may not be in Dollars.

(d) Any Issuing Bank (other than Wells Fargo or any of its Affiliates) shall notify Agent in writing no later than the Business Day prior to the Business Day on which such Issuing Bank issues any Letter of Credit. In addition, each Issuing Bank (other than Wells Fargo or any of its Affiliates) shall, on the first Business Day of each week, submit to Agent a report detailing the daily undrawn amount of each Letter of Credit issued by such Issuing Bank during the prior calendar week. Each Letter of Credit shall be in form and substance reasonably acceptable to Issuing Bank. If Issuing Bank makes a payment under a Letter of Credit, Borrowers

shall pay to Agent an amount equal to the applicable Letter of Credit Disbursement on the Business Day such Letter of Credit Disbursement is made and, in the absence of such payment, the amount of the Letter of Credit Disbursement immediately and automatically shall be deemed to be a Revolving Loan hereunder (notwithstanding any failure to satisfy any condition precedent set forth in Section 3) and, initially, shall bear interest at the rate then applicable to Revolving Loans. If a Letter of Credit Disbursement is deemed to be a Revolving Loan hereunder, Borrowers' obligation to pay the amount of such Letter of Credit Disbursement to Issuing Bank shall be automatically converted into an obligation to pay the resulting Revolving Loan. Promptly following receipt by Agent of any payment from Borrowers pursuant to this paragraph, Agent shall distribute such payment to Issuing Bank or, to the extent that Revolving Lenders have made payments pursuant to Section 2.11(e) to reimburse Issuing Bank, then to such Revolving Lenders and Issuing Bank as their interests may appear.

(e) Promptly following receipt of a notice of a Letter of Credit Disbursement pursuant to Section 2.11(d), each Revolving Lender agrees to fund its Pro Rata Share of any Revolving Loan deemed made pursuant to Section 2.11(d) on the same terms and conditions as if Borrowers had requested the amount thereof as a Revolving Loan and Agent shall promptly pay to Issuing Bank the amounts so received by it from the Revolving Lenders. By the issuance of a Letter of Credit (or an amendment or extension of a Letter of Credit), and without any further action on the part of Issuing Bank or the Revolving Lenders, Issuing Bank shall be deemed to have granted to each Revolving Lender, and each Revolving Lender shall be deemed to have purchased, a participation in each Letter of Credit issued by Issuing Bank, in an amount equal to its Pro Rata Share of such Letter of Credit, and each such Revolving Lender agrees to pay to Agent, for the account of Issuing Bank, such Revolving Lender's Pro Rata Share of any Letter of Credit Disbursement made by Issuing Bank under the applicable Letter of Credit. In consideration and in furtherance of the foregoing, each Revolving Lender hereby absolutely and unconditionally agrees to pay to Agent, for the account of Issuing Bank, such Revolving Lender's Pro Rata Share of each Letter of Credit Disbursement made by Issuing Bank and not reimbursed by Borrowers on the date due as provided in Section 2.11(d), or of any reimbursement payment that is required to be refunded (or that Agent or Issuing Bank elects, based upon the advice of counsel, to refund) to Borrowers for any reason. Each Revolving Lender acknowledges and agrees that its obligation to deliver to Agent, for the account of Issuing Bank, an amount equal to its respective Pro Rata Share of each Letter of Credit Disbursement pursuant to this Section 2.11(e) shall be absolute and unconditional and such remittance shall be made notwithstanding the occurrence or continuation of an Event of Default or Default or the failure to satisfy any condition set forth in Section 3. If any such Revolving Lender fails to make available to Agent the amount of such Revolving Lender's Pro Rata Share of a Letter of Credit Disbursement as provided in this Section, such Revolving Lender shall be deemed to be a Defaulting Lender and Agent (for the account of Issuing Bank) shall be entitled to recover such amount on demand from such Revolving Lender together with interest thereon at the Defaulting Lender Rate until paid in full.

(f) Each Borrower agrees to indemnify, defend and hold harmless each member of the Lender Group (including Issuing Bank and its branches, Affiliates, and correspondents) and each such Person's respective directors, officers, employees, attorneys and agents (each, including Issuing Bank, a "Letter of Credit Related Person") (to the fullest extent permitted by law) from and against any and all claims, demands, suits, actions, investigations, proceedings, liabilities, fines, costs, penalties, and damages, and all reasonable fees and

disbursements of attorneys, experts, or consultants and all other costs and expenses actually incurred in connection therewith or in connection with the enforcement of this indemnification (as and when they are incurred and irrespective of whether suit is brought), which may be incurred by or awarded against any such Letter of Credit Related Person (other than Taxes, which shall be governed by Section 16) (the "Letter of Credit Indemnified Costs"), and which arise out of or in connection with, or as a result of:

(i) any Letter of Credit or any pre-advice of its issuance;

(ii) any transfer, sale, delivery, surrender or endorsement (or lack thereof) of any Drawing Document at any time(s) held by any such Letter of Credit Related Person in connection with any Letter of Credit;

(iii) any action or proceeding arising out of, or in connection with, any Letter of Credit (whether administrative, judicial or in connection with arbitration), including any action or proceeding to compel or restrain any presentation or payment under any Letter of Credit, or for the wrongful dishonor of, or honoring a presentation under, any Letter of Credit;

(iv) any independent undertakings issued by the beneficiary of any Letter of Credit;

(v) any unauthorized instruction or request made to Issuing Bank in connection with any Letter of Credit or requested Letter of Credit, or any error, omission, interruption or delay in such instruction or request, whether transmitted by mail, courier, electronic transmission, SWIFT or any other telecommunication, including communications through a correspondent;

(vi) an adviser, confirmer or other nominated person seeking to be reimbursed, indemnified or compensated;

(vii) any third party seeking to enforce the rights of an applicant, beneficiary, nominated person, transferee, assignee of Letter of Credit proceeds or holder of an instrument or document;

(viii) the fraud, forgery or illegal action of parties other than the Letter of Credit Related Person;

(ix) Issuing Bank's performance of the obligations of a confirming institution or entity that wrongfully dishonors a confirmation;

(x) the acts or omissions, whether rightful or wrongful, of any present or future de jure or de facto governmental or regulatory authority or cause or event beyond the control of the Letter of Credit Related Person;

(xi) any foreign language translation provided to Issuing Bank in connection with any Letter of Credit;

(xii) any foreign law or usage as it relates to Issuing Bank's issuance of a Letter of Credit in support of a foreign guaranty including the expiration of such guaranty after the related Letter of Credit expiration date and any resulting drawing paid by Issuing Bank in connection therewith; or

(xiii) any prohibition on payment or delay in payment of any amount payable by Issuing Bank to a beneficiary or transferee beneficiary of a Letter of Credit arising out of Anti-Corruption Laws, Anti-Money Laundering Laws, or Sanctions;

in each case, including that resulting from the Letter of Credit Related Person's own negligence (other than gross negligence as provided below); provided, that such indemnity shall not be available to any Letter of Credit Related Person claiming indemnification under clauses (i) through (xiii) above to the extent that such Letter of Credit Indemnified Costs may be finally determined in a final, non-appealable judgment of a court of competent jurisdiction to have resulted directly from the gross negligence or willful misconduct of the Letter of Credit Related Person claiming indemnity. Borrowers hereby agree to pay the Letter of Credit Related Person claiming indemnity on demand from time to time all amounts owing under this Section 2.11(f). If and to the extent that the obligations of Borrowers under this Section 2.11(f) are unenforceable for any reason, Borrowers agree to make the maximum contribution to the Letter of Credit Indemnified Costs permissible under applicable law. This indemnification provision shall survive termination of this Agreement and all Letters of Credit.

(g) The liability of Issuing Bank (or any other Letter of Credit Related Person) under, in connection with or arising out of any Letter of Credit (or pre-advice), regardless of the form or legal grounds of the action or proceeding, shall be limited to direct damages suffered by Borrowers that are caused directly by Issuing Bank's gross negligence, or willful misconduct (as determined in a final, non-appealable judgment of a court of competent jurisdiction) in (i) honoring a presentation under a Letter of Credit that on its face does not at least substantially comply with the terms and conditions of such Letter of Credit, (ii) failing to honor a presentation under a Letter of Credit that strictly complies with the terms and conditions of such Letter of Credit, or (iii) retaining Drawing Documents presented under a Letter of Credit. Borrowers' aggregate remedies against Issuing Bank and any Letter of Credit Related Person for wrongfully honoring a presentation under any Letter of Credit or wrongfully retaining honored Drawing Documents shall in no event exceed the aggregate amount paid by Borrowers to Issuing Bank in respect of the honored presentation in connection with such Letter of Credit under Section 2.11(d), plus interest at the rate then applicable to Revolving Loans hereunder. Borrowers shall take action to avoid and mitigate the amount of any damages claimed against Issuing Bank or any other Letter of Credit Related Person, including by enforcing its rights against the beneficiaries of the Letters of Credit. Any claim by Borrowers under or in connection with any Letter of Credit shall be reduced by an amount equal to the sum of (x) the amount (if any) saved by Borrowers as a result of the breach or alleged wrongful conduct complained of, and (y) the amount (if any) of the loss that would have been avoided had Borrowers taken all reasonable steps to mitigate any loss, and in case of a claim of wrongful dishonor, by specifically and timely authorizing Issuing Bank to effect a cure.

(h) Borrowers are responsible for preparing or approving the final text of the Letter of Credit as issued by Issuing Bank, irrespective of any assistance Issuing Bank may provide such as drafting or recommending text or by Issuing Bank's use or refusal to use text submitted by

Borrowers. Borrowers understand that the final form of any Letter of Credit may be subject to such revisions and changes as are deemed necessary or appropriate by Issuing Bank, and Borrowers hereby consent to such revisions and changes not materially different from the application executed in connection therewith. Borrowers are solely responsible for the suitability of the Letter of Credit for Borrowers' purposes. If Borrowers request Issuing Bank to issue a Letter of Credit for an affiliated or unaffiliated third party (an "Account Party"), (i) such Account Party shall have no rights against Issuing Bank; (ii) Borrowers shall be responsible for the application and obligations under this Agreement; and (iii) communications (including notices) related to the respective Letter of Credit shall be among Issuing Bank and Borrowers. Borrowers will examine the copy of the Letter of Credit and any other documents sent by Issuing Bank in connection therewith and shall promptly notify Issuing Bank (not later than three (3) Business Days following Borrowers' receipt of documents from Issuing Bank) of any non-compliance with Borrowers' instructions and of any discrepancy in any document under any presentment or other irregularity. Borrowers understand and agree that Issuing Bank is not required to extend the expiration date of any Letter of Credit for any reason. With respect to any Letter of Credit containing an "automatic amendment" to extend the expiration date of such Letter of Credit, Issuing Bank, in its sole and absolute discretion, may give notice of non-extension of such Letter of Credit and, if Borrowers do not at any time want the then current expiration date of such Letter of Credit to be extended, Borrowers will so notify Agent and Issuing Bank at least 30 calendar days before Issuing Bank is required to notify the beneficiary of such Letter of Credit or any advising bank of such non-extension pursuant to the terms of such Letter of Credit.

(i) Borrowers' reimbursement and payment obligations under this Section 2.11 are absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever, including:

(i) any lack of validity, enforceability or legal effect of any Letter of Credit, any Issuer Document, this Agreement or any other Loan Document or any term or provision therein or herein;

(ii) payment against presentation of any draft, demand or claim for payment under any Drawing Document that does not comply in whole or in part with the terms of the applicable Letter of Credit or which proves to be fraudulent, forged or invalid in any respect or any statement therein being untrue or inaccurate in any respect, or which is signed, issued or presented by a Person or a transferee of such Person purporting to be a successor or transferee of the beneficiary of such Letter of Credit;

(iii) Issuing Bank or any of its branches or Affiliates being the beneficiary of any Letter of Credit;

(iv) Issuing Bank or any correspondent honoring a drawing against a Drawing Document up to the amount available under any Letter of Credit even if such Drawing Document claims an amount in excess of the amount available under the Letter of Credit;

(v) the existence of any claim, set-off, defense or other right that Parent or any of its Subsidiaries may have at any time against any beneficiary or transferee beneficiary, any assignee of proceeds, Issuing Bank or any other Person;

(vi) any other event, circumstance or conduct whatsoever, whether or not similar to any of the foregoing that might, but for this Section 2.11(i), constitute a legal or equitable defense to or discharge of, or provide a right of set-off against, any Borrower's or any of its Subsidiaries' reimbursement and other payment obligations and liabilities, arising under, or in connection with, any Letter of Credit, whether against Issuing Bank, the beneficiary or any other Person;

(vii) the fact that any Default or Event of Default shall have occurred and be continuing; or

(viii) Issuing Bank or any correspondent honoring a drawing upon receipt of an electronic presentation under a Letter of Credit requiring the same, regardless of whether the original Drawing Documents arrive at Issuing Bank's counter or are different from the electronic presentation thereof;

provided, that subject to Section 2.11(g), the foregoing shall not release Issuing Bank from such liability to Borrowers as may be finally determined in a final, non-appealable judgment of a court of competent jurisdiction against Issuing Bank following reimbursement or payment of the obligations and liabilities, including reimbursement and other payment obligations, of Borrowers to Issuing Bank arising under, or in connection with, this Section 2.11 or any Letter of Credit.

(j) Without limiting any other provision of this Agreement, Issuing Bank and each other Letter of Credit Related Person (if applicable) shall not be responsible to Borrowers for, and Issuing Bank's rights and remedies against Borrowers and the obligation of Borrowers to reimburse Issuing Bank for each drawing under each Letter of Credit shall not be impaired by:

(i) honor of a presentation under any Letter of Credit that on its face substantially complies with the terms and conditions of such Letter of Credit, even if the Letter of Credit requires strict compliance by the beneficiary;

(ii) honor of a presentation of any Drawing Document that appears on its face to have been signed, presented or issued (A) by any purported successor or transferee of any beneficiary or other Person required to sign, present or issue such Drawing Document, or (B) under a new name of the beneficiary;

(iii) acceptance as a draft of any written or electronic demand or request for payment under a Letter of Credit, even if nonnegotiable or not in the form of a draft or notwithstanding any requirement that such draft, demand or request bear any or adequate reference to the Letter of Credit;

(iv) the identity or authority of any presenter or signer of any Drawing Document or the form, accuracy, genuineness or legal effect of any Drawing Document (other than Issuing Bank's determination that such Drawing Document appears on its face substantially to comply with the terms and conditions of the Letter of Credit);

(v) acting upon any instruction or request relative to a Letter of Credit or requested Letter of Credit that Issuing Bank in good faith believes to have been given by a Person authorized to give such instruction or request;

(vi) any errors, omissions, interruptions or delays in transmission or delivery of any message, advice or document (regardless of how sent or transmitted) or for errors in interpretation of technical terms or in translation or any delay in giving or failing to give notice to Borrowers;

(vii) any acts, omissions or fraud by, or the insolvency of, any beneficiary, any nominated person or entity or any other Person or any breach of contract between any beneficiary and any Borrower or any of the parties to the underlying transaction to which the Letter of Credit relates;

(viii) assertion or waiver of any provision of the ISP or UCP that primarily benefits an issuer of a letter of credit, including any requirement that any Drawing Document be presented to it at a particular hour or place;

(ix) payment to any presenting bank (designated or permitted by the terms of the applicable Letter of Credit) claiming that it rightfully honored or is entitled to reimbursement or indemnity under Standard Letter of Credit Practice applicable to it;

(x) acting or failing to act as required or permitted under Standard Letter of Credit Practice applicable to where Issuing Bank has issued, confirmed, advised or negotiated such Letter of Credit, as the case may be;

(xi) honor of a presentation after the expiration date of any Letter of Credit notwithstanding that a presentation was made prior to such expiration date and dishonored by Issuing Bank if subsequently Issuing Bank or any court or other finder of fact determines such presentation should have been honored;

(xii) dishonor of any presentation that does not strictly comply or that is fraudulent, forged or otherwise not entitled to honor; or

(xiii) honor of a presentation that is subsequently determined by Issuing Bank to have been made in violation of international, federal, state or local restrictions on the transaction of business with certain prohibited Persons.

(k) Borrowers shall pay immediately upon demand to Agent for the account of Issuing Bank as non-refundable fees, commissions, and charges (it being acknowledged and agreed that any charging of such fees, commissions, and charges to the Loan Account pursuant to the provisions of Section 2.6(d) shall be deemed to constitute a demand for payment thereof for the purposes of this Section 2.11(k)): (i) a fronting fee which shall be imposed by Issuing Bank upon the issuance of each Letter of Credit of 0.125% per annum of the undrawn face amount thereof, plus (ii) any and all other customary commissions, fees and charges then in effect imposed by, and any and all expenses incurred by, Issuing Bank, or by any adviser, confirming institution or entity or other nominated person, relating to Letters of Credit, at the time of issuance of any Letter of Credit and upon the occurrence of any other activity with respect to any Letter of Credit

(including transfers, assignments of proceeds, amendments, drawings, extensions or cancellations).

(l) If by reason of (x) any Change in Law, or (y) compliance by Issuing Bank or any other member of the Lender Group with any direction, request, or requirement (irrespective of whether having the force of law) of any Governmental Authority or monetary authority including, Regulation D of the Board of Governors as from time to time in effect (and any successor thereto):

(i) any reserve, deposit, or similar requirement is or shall be imposed or modified in respect of any Letter of Credit issued or caused to be issued hereunder or hereby, or any Loans or obligations to make Loans hereunder or hereby, or

(ii) there shall be imposed on Issuing Bank or any other member of the Lender Group any other condition regarding any Letter of Credit, Loans, or obligations to make Loans hereunder,

and the result of the foregoing is to increase, directly or indirectly, the cost to Issuing Bank or any other member of the Lender Group of issuing, making, participating in, or maintaining any Letter of Credit or to reduce the amount receivable in respect thereof, then, and in any such case, Agent may, at any time within a reasonable period after the additional cost (other than Taxes, which shall be governed by Section 16) is incurred or the amount received is reduced, notify Borrowers, and Borrowers shall pay within 30 days after demand therefor, such amounts as Agent may specify to be necessary to compensate Issuing Bank or any other member of the Lender Group for such additional cost or reduced receipt, together with interest on such amount from the date of such demand until payment in full thereof at the rate then applicable to Revolving Loans hereunder; provided, that (A) Borrowers shall not be required to provide any compensation pursuant to this Section 2.11(l) for any such amounts incurred more than 180 days prior to the date on which the demand for payment of such amounts is first made to Borrowers, and (B) if an event or circumstance giving rise to such amounts is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof. The determination by Agent of any amount due pursuant to this Section 2.11(l), as set forth in a certificate setting forth the calculation thereof in reasonable detail, shall, in the absence of manifest or demonstrable error, be final and conclusive and binding on all of the parties hereto.

(m) Each standby Letter of Credit shall expire at or prior to the close of business on the earlier of the date which is (i) 1 year after the date of the issuance of such Letter of Credit (or such other longer period of time as Agent and the applicable Issuing Bank may agree and, in the case of any extension thereof, 1 year after such extension) and (ii) unless Letter of Credit Collateralization has been provided with respect thereto or other credit support provided to the reasonable satisfaction of Agent and the applicable Issuing Bank (in which case the expiry may extend no longer than 12 months after the Letter of Credit Expiration Date), the Letter of Credit Expiration Date. Each commercial Letter of Credit shall expire on the earlier of (x) 120 days after the date of the issuance of such commercial Letter of Credit and (y) the Letter of Credit Expiration Date.

(n) If (i) any Event of Default shall occur and be continuing, or (ii) Availability shall at any time be less than zero, then on the Business Day following the date when Administrative Borrower receives notice from Agent or the Required Lenders (or, if the maturity of the Obligations has been accelerated in accordance with the terms hereof, Revolving Lenders with Letter of Credit Exposure representing greater than 50% of the total Letter of Credit Exposure) demanding Letter of Credit Collateralization pursuant to this Section 2.11(n), upon such demand, Borrowers shall provide Letter of Credit Collateralization with respect to the then existing Letter of Credit Usage. If Borrowers fail to provide Letter of Credit Collateralization as required by this Section 2.11(n), the Revolving Lenders may (and, upon direction of Agent, shall) advance, as Revolving Loans the amount of the cash collateral required pursuant to the Letter of Credit Collateralization provision so that the then existing Letter of Credit Usage is cash collateralized in accordance with the Letter of Credit Collateralization provision (whether or not the Revolver Commitments have terminated, an Overadvance exists or the conditions in Section 3 are satisfied).

(o) Unless otherwise expressly agreed by Issuing Bank and Borrowers when a Letter of Credit is issued, (i) the rules of the ISP shall apply to each standby Letter of Credit, and (ii) the rules of the UCP shall apply to each commercial Letter of Credit.

(p) In the event of a direct conflict between the provisions of this Section 2.11 and any provision contained in any Issuer Document, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 2.11 shall control and govern.

(q) Issuing Bank shall be deemed to have acted with due diligence and reasonable care if Issuing Bank's conduct is in accordance with Standard Letter of Credit Practice or in accordance with this Agreement.

(r) The provisions of this Section 2.11 shall survive the termination of this Agreement and the repayment in full of the Obligations with respect to any Letters of Credit that remain outstanding.

(s) At Borrowers' costs and expense, Borrowers shall execute and deliver to Issuing Bank such additional certificates, instruments or documents and take such additional action as may be reasonably requested by Issuing Bank to enable Issuing Bank to issue any Letter of Credit pursuant to this Agreement and related Issuer Document, to protect, exercise or enforce Issuing Banks' rights and interests under this Agreement or to give effect to the terms and provisions of this Agreement or any Issuer Document. In connection with any commercial Letter of Credit issued hereunder, each Borrower irrevocably appoints Issuing Bank as its attorney-in-fact and authorizes Issuing Bank, without notice to Borrowers, to execute and deliver ancillary documents and letters customary in the letter of credit business that may include but are not limited to advisements, indemnities, checks, bills of exchange and issuance documents. The power of attorney granted by the Borrowers is limited solely to such actions related to the issuance, confirmation or amendment of any Letter of Credit and to ancillary documents or letters customary in the letter of credit business. This appointment is coupled with an interest.

(t) Schedule 2.11 hereto contains a list of all Letters of Credit outstanding on the Filing Date pursuant to the Existing Credit Agreement. For the period from and after the effective date of the Interim Financing Order, each such Letter of Credit set forth on Schedule 2.11, including any extension or renewal thereof, that remains outstanding on the effective date of the Interim Financing Order (each, as amended from time to time in accordance with the terms thereof and hereof, an "Existing Letter of Credit") shall be deemed Letters of Credit re-issued hereunder for the account of Borrowers, for all purposes of this Agreement, including, without limitation, calculations of Availability, Letter of Credit Usage and all other fees and expenses relating to the Letters of Credit (including any related indemnification obligations). Issuing Lender hereby assumes and agrees to perform any and all duties, obligations and liabilities to be performed or discharged by the issuers of the Existing Letters of Credit. Borrowers agree to execute and deliver such documentation, if any, requested by Agent, or an Issuing Bank, to evidence, record, or further the foregoing deemed re-issuance.

(u) The expiration date of each Letter of Credit, other than the Existing Letters of Credit, shall be on a date that is not later than five (5) Business Days' prior to the Maturity Date unless Borrowers provide Letter of Credit Collateralization with respect to outstanding Letter of Credit Usage; provided, that a Letter of Credit may provide for automatic extensions of its expiration date for one or more successive periods of up to twelve (12) months for each period; provided, further, that the applicable Issuing Bank has the right to terminate such Letter of Credit on each such expiration date and no renewal term may extend the term of the Letter of Credit to a date that is later than the fifth (5th) Business Day prior to the Maturity Date unless Borrowers provide Letter of Credit Collateralization with respect to outstanding Letter of Credit Collateralization. Upon direction by Agent or Required Lenders, the applicable Issuing Bank shall not renew any such Letter of Credit at any time during the continuance of an Event of Default; provided, that in the case of a direction by Agent or Required Lenders, the Issuing Bank receives such directions prior to the date notice of non-renewal is required to be given by the Issuing Bank and the Issuing Bank has had a reasonable period of time to act on such notice.

2.12 [Intentionally Omitted].

2.13 Capital Requirements.

(a) If, after the date hereof, Issuing Bank or any Lender determines that (i) any Change in Law regarding capital, liquidity or reserve requirements for banks or bank holding companies or regarding Taxes to which such Lender is subject (other than Excluded Taxes or Indemnified Taxes), or (ii) compliance by Issuing Bank or such Lender, or their respective parent bank holding companies, with any guideline, request or directive of any Governmental Authority regarding capital adequacy or liquidity requirements (whether or not having the force of law), has the effect of reducing the return on Issuing Bank's, such Lender's, or such holding companies' capital or liquidity as a consequence of Issuing Bank's or such Lender's commitments, Loans, participations or other obligations hereunder to a level below that which Issuing Bank, such Lender, or such holding companies could have achieved but for such Change in Law or compliance (taking into consideration Issuing Bank's, such Lender's, or such holding companies' then existing policies with respect to capital adequacy or liquidity requirements and assuming the full utilization of such entity's capital) by any amount reasonably deemed by Issuing Bank or such Lender to be material, then Issuing Bank or such Lender may notify Borrowers and Agent thereof. Following

receipt of such notice, Borrowers agree to pay Issuing Bank or such Lender on demand the amount of such reduction of return of capital as and when such reduction is determined, payable within 30 days after presentation by Issuing Bank or such Lender of a statement in the amount and setting forth in reasonable detail Issuing Bank's or such Lender's calculation thereof and the assumptions upon which such calculation was based (which statement shall be deemed true and correct absent manifest error). In determining such amount, Issuing Bank or such Lender may use any reasonable averaging and attribution methods. Failure or delay on the part of Issuing Bank or any Lender to demand compensation pursuant to this Section 2.13 shall not constitute a waiver of Issuing Bank's or such Lender's right to demand such compensation; provided, that Borrowers shall not be required to compensate Issuing Bank or a Lender pursuant to this Section 2.13 for any reductions in return incurred more than 180 days prior to the date that Issuing Bank or such Lender notifies Borrowers of such Change in Law giving rise to such reductions and of such Lender's intention to claim compensation therefor; provided further, that if such claim arises by reason of the Change in Law that is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

(b) If Issuing Bank or any Lender requests additional or increased costs referred to in Section 2.11(l) or amounts under Section 2.13(a) or makes a claim for compensation under Section 16 (such Issuing Bank or Lender, an "Affected Lender"), then, at the request of Administrative Borrower, such Affected Lender shall use reasonable efforts to promptly designate a different one of its lending offices or to assign its rights and obligations hereunder to another of its offices or branches, if (i) in the reasonable judgment of such Affected Lender, such designation or assignment would eliminate or reduce amounts payable pursuant to Section 16, Section 2.11(l), or Section 2.13(a), as applicable, and (ii) in the reasonable judgment of such Affected Lender, such designation or assignment would not subject it to any material unreimbursed cost or expense and would not otherwise be materially disadvantageous to it. Borrowers agree to pay all reasonable out-of-pocket costs and expenses incurred by such Affected Lender in connection with any such designation or assignment. If, after such reasonable efforts, such Affected Lender does not so designate a different one of its lending offices or assign its rights to another of its offices or branches so as to eliminate Borrowers' obligation to pay any future amounts to such Affected Lender pursuant to Section 16, Section 2.11(l) or Section 2.13(a), as applicable, then Borrowers (without prejudice to any amounts then due to such Affected Lender under Section 16, Section 2.11(l) or Section 2.13(a), as applicable) may, unless prior to the effective date of any such assignment the Affected Lender withdraws its request for such additional amounts under Section 16, Section 2.11(l) or Section 2.13(a), as applicable, may designate a different Issuing Bank or substitute a Lender or prospective Lender, in each case, reasonably acceptable to Agent to purchase the Obligations owed to such Affected Lender and such Affected Lender's commitments hereunder (a "Replacement Lender"), and if such Replacement Lender agrees to such purchase, such Affected Lender shall assign to the Replacement Lender its Obligations and commitments pursuant to an Assignment and Acceptance in accordance with Section 14.2, and upon such purchase by the Replacement Lender, which such Replacement Lender shall be deemed to be "Issuing Bank" or a "Lender" (as the case may be) for purposes of this Agreement and such Affected Lender shall cease to be "Issuing Bank" or a "Lender" (as the case may be) for purposes of this Agreement.

(c) Notwithstanding anything herein to the contrary, the protection of Sections 2.11(l), and 2.13 shall be available to Issuing Bank and each Lender (as applicable) regardless of

any possible contention of the invalidity or inapplicability of the law, rule, regulation, judicial ruling, judgment, guideline, treaty or other change or condition which shall have occurred or been imposed, so long as it shall be customary for issuing banks or lenders affected thereby to comply therewith. Notwithstanding any other provision herein, neither Issuing Bank nor any Lender shall demand compensation pursuant to this Section 2.13 if it shall not at the time be the general policy or practice of Issuing Bank or such Lender (as the case may be) to demand such compensation in similar circumstances under comparable provisions of other credit agreements, if any.

2.14 [Intentionally Omitted].

2.15 [Intentionally Omitted].

2.16 Joint and Several Liability of Borrowers.

(a) Each Borrower is accepting joint and several liability hereunder and under the other Loan Documents in consideration of the financial accommodations to be provided by the Lender Group under this Agreement, for the mutual benefit, directly and indirectly, of each Borrower and in consideration of the undertakings of the other Borrowers to accept joint and several liability for the Obligations.

(b) Each Borrower, jointly and severally, hereby irrevocably and unconditionally accepts, not merely as a surety but also as a co-debtor, joint and several liability with the other Borrowers, with respect to the payment and performance of all of the Obligations (including any Obligations arising under this Section 2.16), it being the intention of the parties hereto that all the Obligations shall be the joint and several obligations of each Borrower without preferences or distinction among them. Accordingly, each Borrower hereby waives any and all suretyship defenses that would otherwise be available to such Borrower under applicable law.

(c) If and to the extent that any Borrower shall fail to make any payment with respect to any of the Obligations as and when due, whether upon maturity, acceleration, or otherwise, or to perform any of the Obligations in accordance with the terms thereof, then in each such event the other Borrowers will make such payment with respect to, or perform, such Obligations until such time as all of the Obligations are paid in full, and without the need for demand, protest, or any other notice or formality.

(d) The Obligations of each Borrower under the provisions of this Section 2.16 constitute the absolute and unconditional, full recourse Obligations of each Borrower enforceable against each Borrower to the full extent of its properties and assets, irrespective of the validity, regularity or enforceability of the provisions of this Agreement (other than this Section 2.16(d)) or any other circumstances whatsoever.

(e) Without limiting the generality of the foregoing and except as otherwise expressly provided in this Agreement, each Borrower hereby waives presentments, demands for performance, protests and notices, including notices of acceptance of its joint and several liability, notice of any Revolving Loans or any Letters of Credit issued under or pursuant to this Agreement, notice of the occurrence of any Default, Event of Default, notices of nonperformance, notices of protest, notices of dishonor, notices of acceptance of this Agreement, notices of the existence, creation, or incurring of new or additional Obligations or other financial accommodations or of

any demand for any payment under this Agreement, notice of any action at any time taken or omitted by Agent or Lenders under or in respect of any of the Obligations, any right to proceed against any other Borrower or any other Person, to proceed against or exhaust any security held from any other Borrower or any other Person, to protect, secure, perfect, or insure any security interest or Lien on any property subject thereto or exhaust any right to take any action against any other Borrower, any other Person, or any collateral, to pursue any other remedy in any member of the Lender Group's or any Bank Product Provider's power whatsoever, any requirement of diligence or to mitigate damages and, generally, to the extent permitted by applicable law, all demands, notices and other formalities of every kind in connection with this Agreement (except as otherwise provided in this Agreement), any right to assert against any member of the Lender Group or any Bank Product Provider, any defense (legal or equitable), set-off, counterclaim, or claim which each Borrower may now or at any time hereafter have against any other Borrower or any other party liable to any member of the Lender Group or any Bank Product Provider, any defense, set-off, counterclaim, or claim, of any kind or nature, arising directly or indirectly from the present or future lack of perfection, sufficiency, validity, or enforceability of the Obligations or any security therefor, and any right or defense arising by reason of any claim or defense based upon an election of remedies by any member of the Lender Group or any Bank Product Provider including any defense based upon an impairment or elimination of such Borrower's rights of subrogation, reimbursement, contribution, or indemnity of such Borrower against any other Borrower. Without limiting the generality of the foregoing, each Borrower hereby assents to, and waives notice of, any extension or postponement of the time for the payment of any of the Obligations, the acceptance of any payment of any of the Obligations, the acceptance of any partial payment thereon, any waiver, consent or other action or acquiescence by Agent or Lenders at any time or times in respect of any default by any Borrower in the performance or satisfaction of any term, covenant, condition or provision of this Agreement, any and all other indulgences whatsoever by Agent or Lenders in respect of any of the Obligations, and the taking, addition, substitution or release, in whole or in part, at any time or times, of any security for any of the Obligations or the addition, substitution or release, in whole or in part, of any Borrower. Without limiting the generality of the foregoing, each Borrower assents to any other action or delay in acting or failure to act on the part of any Agent or Lender with respect to the failure by any Borrower to comply with any of its respective Obligations, including any failure strictly or diligently to assert any right or to pursue any remedy or to comply fully with applicable laws or regulations thereunder, which might, but for the provisions of this Section 2.16 afford grounds for terminating, discharging or relieving any Borrower, in whole or in part, from any of its Obligations under this Section 2.16, it being the intention of each Borrower that, so long as any of the Obligations hereunder remain unsatisfied, the Obligations of each Borrower under this Section 2.16 shall not be discharged except by performance and then only to the extent of such performance. The Obligations of each Borrower under this Section 2.16 shall not be diminished or rendered unenforceable by any winding up, reorganization, arrangement, liquidation, reconstruction or similar proceeding with respect to any other Borrower or any Agent or Lender. Each of the Borrowers waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability hereunder or the enforcement hereof. Any payment by any Borrower or other circumstance which operates to toll any statute of limitations as to any Borrower shall operate to toll the statute of limitations as to each of the Borrowers. Each of the Borrowers waives any defense based on or arising out of any defense of any Borrower or any other Person, other than payment of the Obligations to the extent of such payment, based on or arising out of the

disability of any Borrower or any other Person, or the validity, legality, or unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any Borrower other than payment of the Obligations to the extent of such payment. Agent may, at the election of the Required Lenders, foreclose upon any Collateral held by Agent by one or more judicial or nonjudicial sales or other dispositions, whether or not every aspect of any such sale is commercially reasonable or otherwise fails to comply with applicable law or may exercise any other right or remedy Agent, any other member of the Lender Group, or any Bank Product Provider may have against any Borrower or any other Person, or any security, in each case, without affecting or impairing in any way the liability of any of the Borrowers hereunder except to the extent the Obligations have been paid.

(f) Each Borrower represents and warrants to Agent and Lenders that such Borrower is currently informed of the financial condition of Borrowers and of all other circumstances which a diligent inquiry would reveal and which bear upon the risk of nonpayment of the Obligations. Each Borrower further represents and warrants to Agent and Lenders that such Borrower has read and understands the terms and conditions of the Loan Documents. Each Borrower hereby covenants that such Borrower will continue to keep informed of Borrowers' financial condition and of all other circumstances which bear upon the risk of nonpayment or nonperformance of the Obligations.

(g) The provisions of this Section 2.16 are made for the benefit of Agent, each member of the Lender Group, each Bank Product Provider, and their respective successors and permitted assigns, and may be enforced by it or them from time to time against any or all Borrowers as often as occasion therefor may arise and without requirement on the part of Agent, any member of the Lender Group, any Bank Product Provider, or any of their successors or permitted assigns first to marshal any of its or their claims or to exercise any of its or their rights against any Borrower or to exhaust any remedies available to it or them against any Borrower or to resort to any other source or means of obtaining payment of any of the Obligations hereunder or to elect any other remedy. The provisions of this Section 2.16 shall remain in effect until all of the Obligations shall have been paid in full or otherwise fully satisfied. If at any time, any payment, or any part thereof, made in respect of any of the Obligations, is rescinded or must otherwise be restored or returned by Agent or any Lender upon the insolvency, bankruptcy or reorganization of any Borrower, or otherwise, the provisions of this Section 2.16 will forthwith be reinstated in effect, as though such payment had not been made.

(h) Each Borrower hereby agrees that it will not enforce any of its rights that arise from the existence, payment, performance or enforcement of the provisions of this Section 2.16, including rights of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of Agent, any other member of the Lender Group, or any Bank Product Provider against any Borrower, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including the right to take or receive from any Borrower, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until such time as all of the Obligations have been paid in full in cash. Any claim which any Borrower may have against any other Borrower with respect to any payments to any Agent or any member of the Lender Group hereunder or under any of the Bank Product Agreements are hereby expressly made subordinate and junior in right of payment, without

limitation as to any increases in the Obligations arising hereunder or thereunder, to the prior payment in full in cash of the Obligations and, in the event of any insolvency, bankruptcy, receivership, liquidation, reorganization or other similar proceeding under the laws of any jurisdiction relating to any Borrower, its debts or its assets, whether voluntary or involuntary, all such Obligations shall be paid in full in cash before any payment or distribution of any character, whether in cash, securities or other property, shall be made to any other Borrower therefor. If any amount shall be paid to any Borrower in violation of the immediately preceding sentence, such amount shall be held in trust for the benefit of Agent, for the benefit of the Lender Group and the Bank Product Providers, and shall forthwith be paid to Agent to be credited and applied to the Obligations and all other amounts payable under this Agreement, whether matured or unmatured, in accordance with the terms of this Agreement, or to be held as Collateral for any Obligations or other amounts payable under this Agreement thereafter arising. Notwithstanding anything to the contrary contained in this Agreement, no Borrower may exercise any rights of subrogation, contribution, indemnity, reimbursement or other similar rights against, and may not proceed or seek recourse against or with respect to any property or asset of, any other Borrower, including after payment in full of the Obligations, if all or any portion of the Obligations have been satisfied in connection with an exercise of remedies in respect of the Equity Interests of such other Borrower whether pursuant to this Agreement or otherwise.

(i) Each Borrower hereby agrees that after the occurrence and during the continuance of any Event of Default, such Borrower will not demand, sue for or otherwise attempt to collect any indebtedness of any other Borrower owing to such Borrower until the Obligations shall have been paid in full in cash. If, notwithstanding the foregoing sentence, such Borrower shall collect, enforce or receive any amounts in respect of such indebtedness, such amounts shall be collected, enforced and received by such Borrower as trustee for Agent, and such Borrower shall deliver any such amounts to Agent for application to the Obligations in accordance with Section 2.4(b).

(j) Each of the Borrowers hereby acknowledges and affirms that it understands that to the extent the Obligations are secured by Real Property located in California, the Borrowers shall be liable for the full amount of the liability hereunder notwithstanding the foreclosure on such Real Property by trustee sale or any other reason impairing such Borrower's right to proceed against any other Loan Party. In accordance with Section 2856 of the California Civil Code or any similar laws of any other applicable jurisdiction, each of the Borrowers hereby waives until such time as the Obligations have been paid in full:

(i) all rights of subrogation, reimbursement, indemnification, and contribution and any other rights and defenses that are or may become available to the Borrowers by reason of Sections 2787 to 2855, inclusive, 2899, and 3433 of the California Civil Code or any similar laws of any other applicable jurisdiction;

(ii) all rights and defenses that the Borrowers may have because the Obligations are secured by Real Property located in California, meaning, among other things, that: (A) Agent, the other members of the Lender Group, and the Bank Product Providers may collect from the Borrowers without first foreclosing on any real or personal property collateral pledged by any Loan Party, and (B) if Agent, on behalf of the Lender Group, forecloses on any Real Property Collateral pledged by any Loan Party,

(1) the amount of the Obligations may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price, and (2) the Lender Group may collect from the Loan Parties even if, by foreclosing on the Real Property Collateral, Agent or the other members of the Lender Group have destroyed or impaired any right the Borrowers may have to collect from any other Loan Party, it being understood that this is an unconditional and irrevocable waiver of any rights and defenses the Borrowers may have because the Obligations are secured by Real Property (including any rights or defenses based upon Sections 580a, 580d, or 726 of the California Code of Civil Procedure or any similar laws of any other applicable jurisdiction); and

(iii) all rights and defenses arising out of an election of remedies by Agent, the other members of the Lender Group, and the Bank Product Providers, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for the Obligations, has destroyed the Borrowers' rights of subrogation and reimbursement against any other Loan Party by the operation of Section 580d of the California Code of Civil Procedure or any similar laws of any other applicable jurisdiction or otherwise.

(k) Notwithstanding any other provision contained herein or in any other Loan Document, if a "secured creditor" (as that term is defined under the BIA) is determined by a court of competent jurisdiction not to include a Person to whom obligations are owed on a joint and several basis, then such Person's Obligations (and the Obligations of each other Canadian Loan Party or any other applicable Loan Party), to the extent such Obligations are secured, shall be several obligations and not joint and several obligations.

2.17 Existing Hedging Obligations and other Existing Bank Product Obligations. All Existing Secured Obligations under Existing Hedge Agreements and all other Existing Bank Product Obligations shall be deemed to have been incurred pursuant hereto, and from and after the Closing Date shall be subject to and governed by the terms and conditions hereof and shall constitute Bank Product Obligations hereunder. Each Hedge Provider and each other Bank Product Provider hereby assumes and agrees to perform any and all duties, obligations and liabilities to be performed or discharged by the "Hedge Provider " (as defined in the Existing Credit Agreement) or other "Bank Product Provider" (as defined in the Existing Credit Agreement) in accordance with and pursuant to the Existing Credit Agreement and this Agreement, as applicable. Borrowers agree to execute and deliver such documentation, if any, requested by Agent, a Hedge Provider or other Bank Product Provider to evidence, record, or further the foregoing deemed re-incurrence.

2.18 Superpriority. Except as set forth herein or in the Financing Order, the DIP Recognition Order or the Canadian Supplemental Order, no other claim having a priority superior or pari passu to that granted to the Agent and the Lenders by the Financing Order and the DIP Recognition Order shall be granted or approved while any Obligations under this Agreement remain outstanding. Except for the Carveout and subject to entry of the Final Financing Order and the DIP Recognition Order, no costs or expenses of administration shall be imposed against the Agent, the Lenders or any of the Collateral or any of the Existing Agent, the Existing Lenders or the Collateral (as defined in the Existing Credit Agreement) under Sections 105, 506(c) or 552 of

the Bankruptcy Code, or otherwise, and each of the Loan Parties hereby waives for itself and on behalf of its estate in bankruptcy, any and all rights under sections 105, 506(c) or 552, or otherwise, to assert or impose or seek to assert or impose, any such costs or expenses of administration against Agent, Lenders or any of the Collateral or any of the Existing Agent or the Existing Lenders.

2.19 Waiver of any Priming Rights. On and after the Closing Date, and on behalf of themselves and their estates, and for so long as any Obligations shall be outstanding, the Borrowers and the Guarantors hereby irrevocably waive any right, pursuant to Sections 364(c) or 364(d) of the Bankruptcy Code or otherwise, to grant any Lien of equal or greater priority than the DIP Liens securing the Obligations, or to approve a claim of equal or greater priority than the Obligations, in each case other than as contemplated herein.

2.20 Bankruptcy Matters.

(a) The Bankruptcy Cases shall have been commenced in the Bankruptcy Court, no trustee or examiner shall have been appointed with respect to the Loan Parties or any property of or any estate of the Loan Parties and the Bankruptcy Court shall have entered all "first day" orders (including the Initial Approved Budget but other than the Final Financing Order), each in form and substance satisfactory to Agent;

(b) The Bankruptcy Court shall have entered the Interim Financing Order within 3 Business Days of the Filing Date, which Interim Financing Order (x) shall have been entered upon an application or motion of the Debtors satisfactory in form and substance satisfactory to Agent is the subject of a pending objection, appeal or motion for reconsideration in any respect, neither the Interim Financing Order, nor the making of the Loans, or the performance by the Debtors of any of the Obligations shall be the subject of a presently effective stay, and (z) shall otherwise satisfy the requirements of the definition of Interim Financing Order set forth herein;

(c) The Bankruptcy Court shall have entered a Cash Management Order authorizing the Borrower to maintain and continue to use their Cash Management Services in the ordinary course of business, in form and substance satisfactory to Agent and the Canadian Court shall have entered the Canadian Supplemental Order recognizing the Cash Management Order within 3 Business days following the entry of the Cash Management Order, or as soon as possible thereafter in the circumstances; and

(d) The Canadian Court shall have entered the Canadian Initial Recognition Order and Canadian Interim DIP Recognition Order within 3 Business Days following entry of the Interim Financing Order, or as soon as possible thereafter in the circumstances, and the Canadian Court shall have issued the Canadian Final DIP Recognition Order within 3 Business Days following the entry of the Final Financing Order, or as soon as possible thereafter in the circumstances.

3. CONDITIONS; TERM OF AGREEMENT.

3.1 Conditions Precedent to the Initial Extension of Credit. The effectiveness of this Agreement and the obligation of each Lender to make the initial extensions of credit on the Closing Date requested by Borrowers hereunder is subject solely to the satisfaction (or waiver by Agent

and each Lender), of each of the conditions precedent set forth on Schedule 3.1 (the making of such initial extensions of credit by a Lender being conclusively deemed to be such satisfaction or waiver of the conditions precedent).

3.2 Conditions Precedent to all Extensions of Credit. The obligation of the Lender Group (or any member thereof) to make any Revolving Loans hereunder (or to extend any other credit hereunder (including any amendment to, or any extension of, any Letters of Credit)) at any time after the Closing Date shall be subject solely to the following conditions precedent:

(a) the representations and warranties of Parent or its Subsidiaries contained in this Agreement or in the other Loan Documents shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date of such extension of credit, as though made on and as of such date (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date);

(b) no Default or Event of Default shall have occurred and be continuing on the date of such extension of credit, nor shall either result from the making thereof;

(c) in the case of a request for Borrowing Revolving Loans, Agent shall have received a notice requesting such Borrowing meeting the requirements of Section 2.3 and in the case of a request for a Letter of Credit (including any amendment thereto or extension thereof), Issuing Bank shall have received a notice requesting such issuance (or amendment thereto or extension thereof) meeting the requirements of Section 2.11;

(d) Availability immediately prior to such Borrowing or issuance of Letter of Credit shall not be less than the amount of such Borrowing or Letter of Credit, as applicable;

(e) no injunction, writ, restraining order, or other order of any nature restricting or prohibiting, directly or indirectly, the extending of such credit shall have been issued and remain in force by any Governmental Authority against any Borrower, Agent, or any Lender;

(f) no Material Adverse Effect shall have occurred since the Closing Date;

(g) with respect to any Loan or Letter of Credit to be made or issued on or after forty (40) days from the entry of the Interim Financing Order, the Bankruptcy Court shall have entered the Final Financing Order and within two Business Days after entry of such Final Financing Order, the Canadian Court shall have issued the Canadian Final DIP Recognition Order, which Final Financing Order and Canadian Final DIP Recognition Order shall be in full force and effect and shall not have been reversed, vacated or stayed, and shall not have been amended, supplemented or otherwise modified without the prior written consent of Agent; and

(h) with respect to the making of any Revolving Loans or other extension of credit to Canadian Borrowers hereunder, the Canadian Court shall have entered the Canadian Initial Recognition Order, the Canadian Supplemental Order and the Canadian Interim DIP

Recognition Order, which orders (i) shall have been issued by the Canadian Court upon an application or motion of the Foreign Representative satisfactory in form and substance to Agent in its sole discretion and upon prior notice to such parties required to receive such notice and such other parties as may be reasonably requested by Agent; and (ii) shall be in full force and effect and shall not have been amended, modified or stayed, or reversed (other than in respect of the Canadian Interim DIP Recognition Order by the Canadian Final DIP Recognition Order); and, if the Canadian Interim DIP Recognition Order is the subject of a pending objection, appeal or motion for reconsideration in any respect (other than in respect of the Canadian Interim DIP Recognition Order by the Canadian Final DIP Recognition Order), neither the Canadian Interim DIP Recognition Order, nor the making of the Loans or the performance by the Loan Parties of any of the Obligations shall be the subject of a presently effective stay.

3.3 Maturity. This Agreement shall continue in full force and effect for a term ending on the Maturity Date (unless terminated earlier in accordance with the terms hereof).

3.4 Effect of Maturity. On the Maturity Date, all commitments of the Lender Group to provide additional credit hereunder shall automatically be terminated and all of the Obligations (excluding any unasserted contingent indemnification Obligations) immediately shall become due and payable without notice or demand and Borrowers shall be required to repay all of the Obligations in full. No termination of the obligations of the Lender Group or termination of the term of this Agreement as provided in Section 3.3 shall relieve or discharge any Loan Party of its duties, obligations, or covenants hereunder (including under Section 10.3) or under any other Loan Document and Agent's Liens in the Collateral shall continue to secure the Obligations and shall remain in effect, in each case until all Obligations have been paid in full. When all of the Obligations have been paid in full, Agent will, at Borrowers' sole expense, execute and deliver any termination statements, lien releases, discharges of security interests, and other similar discharge or release documents (and, if applicable, in recordable form) as are reasonably necessary to release, as of record, Agent's Liens and all notices of security interests and liens previously filed by Agent.

3.5 Early Termination by Borrowers. Borrowers have the option, at any time upon 10 Business Days prior written notice to Agent, to terminate this Agreement and terminate the Revolver Commitments hereunder by repaying to Agent all of the Obligations in full. The foregoing notwithstanding, (a) Borrowers may rescind termination notices relative to proposed payments in full of the Obligations with the proceeds of third party Indebtedness or proceeds of other events if the closing for such issuance or incurrence or such other event does not occur, and (b) Borrowers may extend the date of such requested termination at any time with the consent of Agent (which consent shall not be unreasonably withheld, conditioned, or delayed).

3.6 Conditions Subsequent. The obligation of the Lender Group (or any member thereof) to continue to make Revolving Loans (or otherwise extend credit hereunder) is subject to the fulfillment, on or before the date applicable thereto, of the conditions subsequent set forth on Schedule 3.6 (the failure by Borrowers to so perform or cause to be performed such conditions subsequent as and when required by the terms thereof (unless such date is extended, in writing, by

Agent, which Agent may do without obtaining the consent of the other members of the Lender Group), shall constitute an Event of Default).[1]

4. REPRESENTATIONS AND WARRANTIES.

In order to induce the Lender Group to enter into this Agreement, Parent and each Borrower make the following representations and warranties to the Lender Group, which shall be true, correct, and complete, in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof), as of the Closing Date, and shall be true, correct, and complete, in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof), as of the date of the making of each Revolving Loan (or other extension of credit) made thereafter, as though made on and as of the date of such Revolving Loan (or other extension of credit) (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date), and such representations and warranties shall survive the execution and delivery of this Agreement:

4.1 Due Organization and Qualification; Subsidiaries.

(a) Subject to entry of the Financing Order and solely with respect to the Canadian Borrowers, the entry of the Canadian Interim DIP Recognition Order, each of Parent and its Subsidiaries (i) is duly organized, validly existing and in good standing (where applicable) under the laws of the jurisdiction of its organization, (ii) is qualified to do business and is in good standing (to the extent applicable) in every jurisdiction where the failure to be so qualified or in good standing would reasonably be expected to result in a Material Adverse Effect, (iii) has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as proposed to be conducted, and (iv) solely in the case of the Loan Parties, has all requisite power and authority to enter into the Loan Documents to which it is a party and to carry out the transactions contemplated thereby.

(b) Set forth on Schedule 4.1(b) (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under this Agreement) is a complete and accurate description of the authorized Equity Interests of each Subsidiary of Parent, by class, and, as of the Closing Date, (i) the number of shares of each such class that are issued and outstanding and (ii) the number and the percentage of the outstanding shares of each such class owned directly or indirectly by Parent. All of the outstanding Equity Interests of each Subsidiary of Parent has been validly issued and is fully paid and non-assessable. No Loan Party is subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any shares

[1] NTD – Brackets removed for court filing. If nothing is post-closing, Schedule 3.6 to say "none".

of its Equity Interests or any security convertible into or exchangeable for any of its Equity Interests.

(c) [Intentionally Omitted].

(d) Except as set forth on Schedule 4.1(d) (as such Schedule may be updated from time to time to reflect changes resulting from transactions not prohibited under this Agreement) there are no subscriptions, options, warrants, or calls relating to any shares of any Borrower's or any of its Subsidiaries' Equity Interests, including any right of conversion or exchange under any outstanding security or other instrument.

4.2 Due Authorization; No Conflict.

(a) Subject to entry of the Financing Order, as to each Loan Party and, solely with respect to the performance by the Canadian Loan Parties under the Loan Documents, subject to the entry of the Canadian Interim DIP Recognition Order, the execution, delivery, and performance by such Loan Party of the Loan Documents to which it is a party have been duly authorized by all necessary action on the part of such Loan Party.

(b) Subject to entry of the Financing Order, as to each Loan Party and solely with respect to the performance by the Canadian Loan Parties under the Loan Documents, subject to the entry of the Canadian Interim DIP Recognition Order, the execution, delivery, and performance by such Loan Party of the Loan Documents to which it is a party do not and will not (i) violate (x) any material provision of federal, provincial, territorial, state, or local law or regulation applicable to any Loan Party or its Subsidiaries, (y) the Governing Documents of any Loan Party or its Subsidiaries, or (z) any order, judgment, or decree of any court or other Governmental Authority binding on any Loan Party or its Subsidiaries, (ii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under (x) any Material Contract of any Loan Party or its Subsidiaries, (iii) result in or require the creation or imposition of any Lien of any nature whatsoever upon any assets of any Loan Party pursuant to any Material Contract, other than Permitted Liens, or (iv) require any approval of any holder of Equity Interests of a Loan Party or any approval or consent of any Person under any Material Contracts of any Loan Party, other than consents or approvals that have been obtained and that are still in force and effect.

4.3 Governmental Consents. Subject to the entry of the Financing Order and the DIP Recognition Order, the execution, delivery, and performance by each Loan Party of the Loan Documents to which such Loan Party is a party and the consummation of the transactions contemplated by the Loan Documents do not and will not require any registration with, consent, or approval of, or notice to, or other action with or by, any Governmental Authority, other than registrations, consents, approvals, notices, or other actions that: (a) on or prior to the Closing Date, have been obtained and are still in force and effect; or (b) if required after the Closing Date, will be obtained and kept in full force and effect as and when required pursuant to this Agreement and the other Loan Documents.

4.4 Binding Obligations; Perfected Liens.

(a) Subject to the entry of the Financing Order, each Loan Document has been duly executed and delivered by each Loan Party and, solely with respect to the performance by the Canadian Loan Parties under the Loan Documents, subject to the entry of the Canadian Interim DIP Recognition Order, that is a party thereto and is the legally valid and binding obligation of such Loan Party.

(i) Subject to the approval of the Bankruptcy Court and, in respect of the Collateral of the Canadian Loan Parties, subject to the approval of the Canadian Court, and pursuant to the Financing Order and the DIP Recognition Order, Agent's Liens are validly created and the Lien created by the Loan Documents shall constitute a perfected Lien on, and security interest in, all right, title and interest of the grantors thereunder in the Collateral, in each case subject to no Liens other than Permitted Liens and the Carveout.

(ii) The entry of the Financing Order and the issuance of the DIP Recognition Order is effective to create in favor of Agent, for the benefit of the Lenders, as security for the Obligations, (i) a valid first priority (other than with respect to the Permitted Priority Liens and the Carveout) Lien on all of the Collateral pursuant to Sections 364(c)(2), (c)(3) and (d) of the Bankruptcy Code and the applicable provisions of the CCAA, and (ii) an allowed administrative expense in each of the Bankruptcy Cases and the Recognition Proceedings having priority under Section 364(c)(1) of the Bankruptcy Code or under the CCAA over all other administrative expenses (including, without limitation, such expenses specified in Sections 105, 326, 328, 330, 331, 365, 503(b), 506(c), 507(a), 507(b), 546(c), 726 and 1114 of the Bankruptcy Code and the applicable sections of the CCAA), subject only to the Permitted Priority Liens and the Carveout (the "Superpriority Claims").

(b) Except for the Financing Order and the DIP Recognition Order, no authorization, approval or other action by, and no notice to or filing with, any Governmental Authority is required for either (x) the pledge or grant by Parent or any of its Subsidiaries of the Liens purported to be created in favor of Agent pursuant to this Agreement or any of the other Loan Documents or (y) the exercise by Agent of any rights or remedies in respect of any Collateral (whether specifically granted or created pursuant to this Agreement, any of the other Loan Documents or created or provided for by applicable law), except as may be required in connection with the disposition of any pledged Collateral by laws generally affecting the offering and sale of securities.

4.5 Title to Assets; No Encumbrances. Each Loan Party and its Subsidiaries has (a) good, sufficient and legal title to (in the case of fee interests in Real Property), (b) valid leasehold interests in (in the case of leasehold interests in real or personal property), and (c) good and marketable title to (in the case of all other personal property) all of their material assets reflected in their most recent financial statements delivered pursuant to Section 5.1, in each case except for (i) minor defects in title that do not materially interfere with its ability to conduct its business as currently conducted, does not materially interfere with its ability to utilize such properties and assets for their intended purposes, and does not materially interfere with the Agent's ability to exercise rights or remedies, and (ii) assets disposed of since the date of such financial statements

to the extent permitted hereby. All of such assets are free and clear of Liens except for Permitted Liens.

4.6 Litigation. Other than the filing, commencement and continuation of the Bankruptcy Cases and the Recognition Proceedings and any litigation resulting therefrom, there are no actions, suits, or proceedings pending or, to the actual knowledge of any Borrower threatened in writing against a Loan Party or any of its Subsidiaries that either individually or in the aggregate would reasonably be expected to result in a Material Adverse Effect.

4.7 Compliance with Laws. Except as otherwise permitted by the Bankruptcy Code, the CCAA or pursuant to any order of the Bankruptcy Court or the Canadian Court, which order shall be in form and substance acceptable to the Agent, neither Parent nor any of its Subsidiaries (a) is in violation of any applicable laws, rules, regulations, executive orders, or codes (including Environmental Laws), or (b) is subject to or in default with respect to any final judgments, writs, injunctions, decrees, rules or regulations of any court or any federal, state, provincial, municipal or other governmental department, commission, board, bureau, tribunal, agency or instrumentality, domestic or foreign.

4.8 No Material Adverse Effect.

(a) All historical financial statements that have been delivered by Borrowers to Agent have been prepared in accordance with GAAP (except, in the case of unaudited financial statements, for the lack of footnotes and being subject to year-end audit adjustments) and present fairly in all material respects, such Person(s) and its Subsidiaries' consolidated financial condition as of the date thereof and results of operations for the period then ended.

(b) Except the filing, commencement and continuation of the Bankruptcy Cases and the Recognition Proceedings and any litigation resulting therefrom, since the Closing Date, no Material Adverse Effect has occurred. Since the Closing Date, no event, circumstance, or change has occurred that has or would reasonably be expected to result in a Material Adverse Effect with respect to the Loan Parties and their Subsidiaries.

4.9 No Fraudulent Conveyance. No transfer of property is being made by any Loan Party and no obligation is being incurred by any Loan Party in connection with the transactions contemplated by this Agreement or the other Loan Documents with the intent to hinder, delay, or defraud either present or future creditors of such Loan Party.

4.10 ERISA; Canadian Plans.

(a) No ERISA Event or Canadian Pension Event has occurred or is reasonably expected to occur that could reasonably be expected to result in a Material Adverse Effect. Each Employee Benefit Plan is in compliance in form and operation with its terms and with the applicable provisions of ERISA, the IRC and other applicable law, except for such non-compliance that would not reasonably be expected to have a Material Adverse Effect. Except as would not reasonably be expected to result in a Material Adverse Effect, each Employee Benefit Plan (and each related trust, if any) which is intended to be qualified under Section 401(a) of the IRC has received a favorable determination letter from the Internal Revenue Service or is in the form of a prototype or pre-approved document that is the subject of a favorable opinion or advisory letter.

(b) There exists no Unfunded Pension Liability with respect to any Employee Benefit Plan.

(c) If each Borrower and each of its Subsidiaries and each ERISA Affiliate were to withdraw from all Multiemployer Plans in a complete withdrawal as of the date this assurance is given, the aggregate withdrawal liability that would be incurred would not reasonably be expected to have a Material Adverse Effect.

(d) The Canadian Loan Parties are in compliance with pension standards legislation and other federal or provincial laws with respect to each (i) Canadian Plan, and (ii) Canadian Defined Benefit Plan. No fact or situation that may reasonably be expected to result in a Material Adverse Effect exists in connection with any Canadian Plan or Canadian Defined Benefit Plan. No lien has arisen, choate or inchoate, in respect of any Canadian Borrower, Canadian Guarantor or their Subsidiaries or their property in connection with any Canadian Plan (save for contribution amounts not yet due).

4.11 Environmental Condition. Except as set forth on Schedule 4.11, or except for any matters that would not reasonably be expected to result in a Material Adverse Effect: (a) no Release of Hazardous Materials has occurred on any property currently, or to any Borrower's knowledge, previously owned by a Borrower or any of its Subsidiaries, or by a Borrower or any of its Subsidiaries at any other location (b) no Borrower's nor any of its Subsidiaries' properties or assets has ever been designated or identified in any manner pursuant to any environmental protection statute as a Hazardous Materials disposal site, (c) no Borrower nor any of its Subsidiaries has received written notice that a Lien (other than a Permitted Lien) arising under any Environmental Law has attached to any revenues or to any Real Property owned or operated by a Borrower or its Subsidiaries, (d) no Borrower nor any of its Subsidiaries nor any of their respective facilities or operations is subject to any outstanding written claim, notice of violation, order, consent decree, or settlement agreement with any Person relating to any Environmental Law or Environmental Liability, (e) Borrowers and their respective Subsidiaries are in compliance with Environmental Laws and (f) no Borrower nor any of its Subsidiaries are conducting any Remedial Action at any property.

4.12 Complete Disclosure. All factual information taken as a whole (other than forward-looking information and projections and information of a general economic nature and general information about Borrowers' industry) furnished by, or to any Loan Party's knowledge on behalf of, a Borrower or its Subsidiaries in writing to Agent or any Lender (including all information contained in the Schedules hereto or in the other Loan Documents) for purposes of or in connection with this Agreement or the other Loan Documents, is true and accurate in all material respects, on the date as of which such information is dated or certified and not incomplete by omitting to state any fact necessary to make such information (taken as a whole) not misleading in any material respect at such time in light of the circumstances under which such information was provided. The Projections represent, Administrative Borrower's good faith estimate, on the date such Projections are delivered, of the Administrative Borrower's and its Subsidiaries' future performance for the periods covered thereby based upon assumptions believed by Administrative Borrower to be reasonable at the time of the delivery thereof to Agent (it being understood that such Projections are subject to significant uncertainties and contingencies, many of which are beyond the control of the Administrative Borrower and its Subsidiaries, and no assurances can be given that such

Projections will be realized, and although reflecting Administrative Borrower's good faith estimate, projections or forecasts based on methods and assumptions which Administrative Borrower believed to be reasonable at the time such Projections were prepared, are not to be viewed as facts, and that actual results during the period or periods covered by the Projections may differ materially from projected or estimated results). The Initial Approved Budget and each Weekly Cash Flow Forecast delivered thereafter are prepared in good faith based upon estimates and assumptions believed by management of the Borrowers to be reasonable and fair in light of current conditions and facts known to the Borrowers at the time delivered (it being understood that such Approved Budget and the Weekly Cash Flow Forecasts and the assumptions on which they were based, may or may not prove to be correct).

4.13 [Intentionally Omitted].

4.14 Intellectual Property. Each of the Borrowers and their Subsidiaries owns or has the right to use all the patents, trademarks, domain names, service marks, trade names, industrial designs, copyrights, inventions, trade secrets, formulas, proprietary information and know-how of any type, whether or not written (including, but not limited to, rights in computer programs and databases) (collectively, "Intellectual Property"), necessary for the present conduct of its business, without any known conflict with the Intellectual Property rights of others.

4.15 Payment of Taxes. Except as otherwise permitted under Section 5.5, all federal, state, provincial, territorial, and local Tax returns and other material Tax returns and reports of Parent and each of its Subsidiaries required to be filed by any of them have been timely and correctly filed, and except to the extent subject to the automatic stay in connection with the Bankruptcy Cases and the Recognition Proceedings, all Taxes due and payable and all other taxes, assessments, fees and other governmental charges upon Parent and its Subsidiaries and upon their respective properties, assets, income, businesses and franchises that are due and payable have been paid when due and payable. Parent and its Subsidiaries have made adequate provision in accordance with GAAP for all taxes not yet due and payable and required to be paid pursuant to Section 5.5.

4.16 Margin Stock. No Loan Party nor any of its Subsidiaries owns any Margin Stock or is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying any Margin Stock. No part of the proceeds of the loans made to Borrowers will be used to purchase or carry any Margin Stock or to extend credit to others for the purpose of purchasing or carrying any Margin Stock or for any purpose that violates the provisions of Regulation T, U or X of the Board of Governors. Neither any Loan Party nor any of its Subsidiaries expects to acquire any Margin Stock.

4.17 Investment Company Act. No Loan Party nor any of its Subsidiaries is an "investment company" within the meaning of the Investment Company Act of 1940.

4.18 Compliance with Patriot Act; Anti-Corruption Laws; OFAC; Sanctions.

(a) To the extent applicable, each Loan Party is in compliance, in all material respects, with the (i) Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as

amended) and any other enabling legislation or executive order relating thereto, and (ii) the Patriot Act.

(b) No Loan Party or any of its Subsidiaries is in violation of any Sanctions. No Loan Party nor any of its Subsidiaries nor, to the knowledge of such Loan Party, any director, officer, employee, agent or Affiliate of such Loan Party or such Subsidiary (i) is a Sanctioned Person or a Sanctioned Entity, (ii) has any assets located in Sanctioned Entities, or (iii) derives revenues from investments in, or transactions with Sanctioned Persons or Sanctioned Entities. Each of the Loan Parties and its Subsidiaries has implemented and maintains in effect policies and procedures designed to ensure compliance with all Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. Each of the Loan Parties and its Subsidiaries, and to the knowledge of each such Loan Party, each director, officer, employee, agent and Specified Affiliate of each such Loan Party and each such Subsidiary, is in compliance with all Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. No proceeds of any Loan made or Letter of Credit issued hereunder will be used to fund any operations in, finance any investments or activities in, or make any payments to, a Sanctioned Person or a Sanctioned Entity, or otherwise used in any manner that would result in a violation of any Sanction, Anti-Corruption Law or Anti-Money Laundering Law by any Person (including any Lender, Bank Product Provider, or other individual or entity participating in any transaction).

4.19 Employee and Labor Matters. Except to the extent the same has not had and would not reasonably be expected to have a Material Adverse Effect, there is (a) no unfair labor practice complaint pending or, to the knowledge of any Borrower, threatened against the Borrowers or their Subsidiaries before any Governmental Authority and no grievance or arbitration proceeding pending or threatened against the Borrowers or their Subsidiaries which arises out of or under any collective bargaining agreement, (b) no strike, labor dispute, slowdown, stoppage or similar action or grievance pending or threatened in writing against the Borrowers or their Subsidiaries, (c) to the knowledge of any Borrower, after due inquiry, no union representation question existing with respect to the employees of a Borrower or its Subsidiaries and no union organizing activity taking place with respect to any of the employees of the Borrowers or their Subsidiaries and (d) the hours worked and payments made to employees of the Borrowers and each of their Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable legal requirements. All material payments due from a Borrower or its Subsidiaries on account of wages and employee health and welfare insurance and other benefits have been paid or accrued as a liability on the books of such Borrower or such Subsidiary, as applicable, except where the failure to do so would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

4.20 Parent as a Holding Company. Except as permitted by Section 6.11, Parent is a holding company and does not have any material liabilities, own any material assets, or engage in any operations or business.

4.21 Intentionally Omitted.

4.22 Intentionally Omitted.

4.23 Intentionally Omitted.

4.24 Location of Spare Parts. The Spare Parts of Borrowers and their Subsidiaries are located only at the locations identified on Schedule 4.24 (as such Schedule may be updated pursuant to Section 5.15).

4.25 Spare Parts Records. Each Borrower keeps correct and accurate records itemizing and describing the type and quantity of its and its Subsidiaries' Spare Parts and the book value thereof.

4.26 Intentionally Omitted.

4.27 Location of Fleet Assets. The Fleet Assets of Borrowers and their Subsidiaries are located only at the locations identified on Schedule 4.24 (as such Schedule may be updated pursuant to Section 5.15).

4.28 Fleet Asset Records. Each Borrower keeps correct and accurate records itemizing and describing the type and quantity of its and its Subsidiaries' Fleet Assets and the net book value thereof.

4.29 Credit Card Arrangements. Attached hereto as Schedule 4.29 is a list describing all Credit Card Agreements as of the Closing Date to which any Borrower is a party with respect to the processing and/or payment to such Borrower of the proceeds of any credit card charges and debit card charges for sales made, or services rendered, by such Borrower. All Credit Card Agreements and all other records, papers and documents relating to Credit Card Accounts are in all material respects in compliance and conform with all applicable laws.

4.30 [**Intentionally Omitted**].

4.31 Hedge Agreements. On each date that any Hedge Agreement is executed by any Hedge Provider, each Borrower and each other Loan Party satisfy all eligibility, suitability and other requirements under the Commodity Exchange Act (7 U.S.C. § 1, et seq., as in effect from time to time) and the Commodity Futures Trading Commission regulations.

4.32 Bankruptcy Cases and Recognition Proceedings. The Bankruptcy Cases were commenced on the Filing Date in accordance with applicable law, and the Recognition Proceedings will be commenced as soon as practicable and in any event within 3 Business Days following entry of the Interim Financing Order, or as soon as possible thereafter in the circumstances, and proper notice has been or will be given of (i) the motion seeking approval of the Loan Documents, the Interim Financing Order, the Canadian Initial Recognition Order, the Canadian Supplemental Order, the Canadian Interim DIP Recognition Order, the Final Financing Order and the Canadian Final DIP Recognition Order, (ii) the hearing for the entry of the Interim Financing Order, the Canadian Initial Recognition Order, the Canadian Supplemental Order and the Canadian Interim DIP Recognition Order, as applicable and (iii) the hearing for the entry of the Final Financing Order and the Canadian Final DIP Recognition Order, as applicable.

4.33 Financing Order and DIP Recognition Order. The Loan Parties are in compliance with the terms and conditions of the Financing Order and, following issuance thereof, the applicable DIP Recognition Order. Each of the Interim Financing Order (with respect to the period prior to the entry of the Final Financing Order) or the Final Financing Order (from after the date

the Final Financing Order is entered) and following entry thereof, the applicable DIP Recognition Order as in effect at such time, is in full force and effect and has not been vacated, reversed or rescinded, amended or modified (except as otherwise consented to by Agent in its sole discretion) and no appeal of such order has been timely filed or, if timely filed, a stay pending such appeal is currently effective. Each of the Financing Order and the applicable DIP Recognition Order (from and after the date of the applicable DIP Recognition Order) is in full force and effect, is not subject to a pending appeal or motion for leave to appeal or other proceeding to set aside such order and has not been reversed, modified, amended, stayed or vacated except with Agent's written consent.

4.34 Existing Secured Obligations. As of the Closing Date, the Loan Parties acknowledge and agree that the Existing Secured Obligations are not less than $182,269,070.45.

4.35 Insurance. All property of each Loan Party and its Subsidiaries are insured to the extent required by this Agreement. Schedule 4.35 sets forth a description of such insurance as of the Closing Date.

5. AFFIRMATIVE COVENANTS.

Parent and each Borrower covenant and agree that, until termination of all of the Revolver Commitments and payment in full of the Obligations:

5.1 Financial Statements, Reports, Certificates. Administrative Borrower (a) will deliver to Agent and each Lender, each of the financial statements, reports, and other items set forth on Schedule 5.1 no later than the times specified therein, (b) agrees that no Subsidiary of a Loan Party will have a fiscal year different from that of Parent and Administrative Borrower, (c) agrees to maintain a system of accounting that enables Administrative Borrower and each of its Subsidiaries to produce financial statements in accordance with GAAP, and (d) agrees that it will, and will cause each other Loan Party to, (i) keep a reporting system that shows all additions, sales, claims, returns, and allowances with respect to its and its Subsidiaries' sales and (ii) maintain its billing systems and practices substantially as in effect as of the Closing Date and shall only make material modifications thereto with notice to, and with the consent of, Agent.

5.2 Reporting.

(a) Borrowers will (a) deliver to Agent and each Lender each of the reports set forth on Schedule 5.2 at the times specified therein and (b) agree to cooperate fully with Agent to facilitate and implement a system of electronic collateral reporting in order to provide electronic reporting of each of the items set forth on such Schedule.

(b) Borrowers shall (x) deliver to Agent and Lenders on a weekly basis, no later than 8:00 p.m. Eastern time on Thursday of each week, a proposed updated cash flow forecast for the Loan Parties for the 13-week period following the date of delivery, which shall be in substantially the same form and detail of the Initial Approved Budget (the "Weekly Cash Flow Forecast"), and accompanied by a certificate signed by a Financial Officer or other senior officer of the Loan Parties to the effect that such budget has been prepared in good faith based upon assumptions which the Loan Parties believe to be reasonable in light of the conditions existing at the time of delivery; provided that the proposed updated budget shall only become the "Approved Budget" as defined herein and under the Financing Order until 24 hours after the approval thereof

by the Agent, and (ii) a Variance Report, in form and substance satisfactory to Agent, and (y) deliver to Agent and Lenders, on at least a bi-monthly (i.e., once prior to the 15th of each month and once on or after the 15th of each month) basis, a written narrative report of the key performance metrics monitored by management of the Loan Parties regarding the business of the Borrowers and their Subsidiaries, in each case in a form reasonably acceptable to the Agent.

(c) In addition to the foregoing, upon the request of Agent, but in all events not less than once per week, Borrowers will participate in meetings or conference calls with Agent and Lenders and their representatives, consultants (including, without limitation, any Agent Consultant), and agents, at such dates and times to be provided by Agent upon reasonable notice, and will cause available senior members of management, the Chief Restructuring Officer, and any investment bankers (including the Investment Banker) and other advisors of Parent and its Subsidiaries, as applicable or as requested by Agent or such Lenders, and solely to the extent reasonably requested by Agent, one or more members of the board of directors of Parent and its Subsidiaries, to participate in such calls for the purpose of discussing the status of the financial, collateral, and operational condition, businesses, liabilities, assets, and prospects of the Borrower and their Subsidiaries and any sale, refinance or other strategic transaction efforts. Upon Agent's reasonable request, and subject to any confidentiality restrictions, the Parent and its Subsidiaries shall promptly provide copies of all non-privileged written materials provided to, or produced by, Parent and its Subsidiaries in connection with any sale, refinance, or other strategic transaction efforts (including, without limitation, any indications of interest, letters of intent, confidentiality agreements, draft purchase documents, and commitment letters) and reports relating to the financial, collateral, or operational performance of the Parent and its Subsidiaries or any other non-privileged written material as Agent and the Lenders may request from time to time. Without limiting the foregoing, each Borrower agrees to notify Agent promptly upon such Borrower becoming aware of any material change or development relating to any sale or refinance efforts or to the financial, collateral, or operational condition, businesses, assets, liabilities, or prospects of such Borrower, any of its Affiliates, or any of their respective Subsidiaries.

5.3 Existence.

(a) Except as otherwise permitted under Section 6.3 or 6.4, each Loan Party will, and will cause each of its Subsidiaries to, at all times preserve and keep in full force and effect such Person's valid existence and good standing in its jurisdiction of organization and good standing with respect to all other jurisdictions in which it is qualified to do business and any rights, franchises, permits, licenses, accreditations, authorizations, or other approvals material to their businesses.

(b) Parent will, and will cause each of its Subsidiaries to, (i) take all reasonable actions to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of the business of the Parent and its Subsidiaries, taken as a whole, including all licenses, patents, copyrights, design rights, tradenames, trade secrets and trademarks and take all actions necessary to enforce and protect the validity of any intellectual property right or other right included in the Collateral to the extent that failure to comply therewith, in the aggregate, would reasonably be expected to be adverse to the Lenders or any Loan Party in any material respect; (ii) maintain a cash management system substantially as in effect on the Filing Date, and (iii) in accordance with the Bankruptcy Code and subject to any required approval by any applicable order

of the Bankruptcy Court, comply with all post-petition Contractual Obligations and Contractual Obligations entered into prior to the Filing Date and assumed except to the extent that failure to comply therewith, in the aggregate, would not reasonably be expected to be adverse to the Lenders or any Loan Party in any material respect.

5.4 Use of Proceeds. Each Loan Party will not, and will not permit any of its Subsidiaries to, use the proceeds of any Loan made hereunder for any purpose other than (a) in accordance with and subject to the Approved Budget and the Financing Order, to pay the fees, costs, and expenses incurred in connection with this Agreement, the other Loan Documents, the commencement of the Bankruptcy Cases and the Recognition Proceedings and the transactions contemplated hereby and thereby, as and when such expenses are due and payable, (b) in accordance with and subject to the Approved Budget to the extent not otherwise prohibited by the Loan Documents or the Final Financing Order, to fund working capital needs and general corporate purposes of Borrowers, at such times and in such amounts as are in compliance with Section 7, and (c) to provide cash "adequate protection" (as set forth in Section 361 of the Bankruptcy Code and the relevant sections of other applicable Insolvency Laws) in favor of the Existing Agent and the Existing Lenders; provided that (w) no part of the proceeds of the Loans will be used to purchase or carry any such Margin Stock or to extend credit to others for the purpose of purchasing or carrying any such Margin Stock or for any purpose that violates the provisions of Regulation T, U or X of the Board of Governors, (x) no part of the proceeds of any Loan or Letter of Credit will be used, directly or indirectly, to make any payments to a Sanctioned Entity or a Sanctioned Person, to fund any investments, loans or contributions in, or otherwise make such proceeds available to, a Sanctioned Entity or a Sanctioned Person, to fund any operations, activities or business of a Sanctioned Entity or a Sanctioned Person, or in any other manner that would result in a violation of Sanctions by any Person, (y) no part of the proceeds of any Loan or Letter of Credit will be used, directly or indirectly, in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Sanctions, Anti-Corruption Laws or Anti-Money Laundering Laws and (z) no part of the proceeds of any Loan or Letter of Credit will be used, directly or indirectly, in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to or for the benefit of any Affiliate of Administrative Borrower that is not a Loan Party. Notwithstanding the foregoing, no portion of the proceeds of the Loan made hereunder may be used in connection with the investigation (including discovery proceedings), initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation against the Existing Agent, Existing Lenders, Agent or Lenders, except for up to $50,000 permitted for investigation costs of any official statutory committee appointed pursuant to Section 1102 of the Bankruptcy Code.

5.5 Taxes. Each Loan Party will, and will cause each of its Subsidiaries to, pay in full before delinquency or before the expiration of any extension period (including any extension by virtue of the Bankruptcy Cases and Recognition Proceedings) all taxes with respect to periods after the Filing Date whether real, personal or otherwise, due and payable by, or imposed, levied, or assessed against it, or any of its assets or in respect of any of its income, businesses, or franchises, except to the extent that the validity of such governmental assessment or tax is the subject of a Permitted Protest.

5.6 Insurance.

(a) Each Loan Party will, and will cause each of its Subsidiaries to, at Borrowers' expense, maintain or cause to be maintained insurance respecting each Loan Party's and such Subsidiaries' assets wherever located, covering liabilities, losses or damages as are customarily are insured against by other Persons engaged in same or similar businesses and similarly situated and located (including flood insurance covering any Real Property Collateral located in a flood zone). All such policies of insurance shall be with financially sound and reputable (to the extent not maintained with an Insurance Subsidiary) insurance companies acceptable to Agent in its Permitted Discretion (it being agreed that, as of the Closing Date, the insurance companies used by Borrowers on the Closing Date are acceptable to Agent) and in such amounts as is carried generally in accordance with sound business practice by companies in similar businesses similarly situated and located and, in any event, in amount, adequacy, and scope reasonably satisfactory to Agent in its Permitted Discretion (it being agreed that the amount, adequacy, and scope of the policies of insurance of Borrowers in effect as of the Closing Date are acceptable to Agent). All property insurance policies covering the Collateral are to be made payable to Agent for the benefit of Agent and the Lenders, as their interests may appear, in case of loss, pursuant to a standard loss payable endorsement with a standard non-contributory "lender" or "secured party" clause and are to contain such other provisions as Agent may reasonably require to fully protect the Lenders' interest in the Collateral and to any payments to be made under such policies. All certificates of property and general liability insurance are to be delivered to Agent, with the loss payable (but only in respect of Collateral) and additional insured endorsements in favor of Agent and, to the extent the applicable insurance policy provider provides in its policies and procedures, shall provide for not less than thirty days (ten days in the case of non-payment) prior written notice to Agent of the exercise of any right of cancellation. If Parent or its Subsidiaries fails to maintain such insurance, Agent may arrange for such insurance, but at Borrowers' expense and without any responsibility on Agent's part for obtaining the insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims. Borrowers shall give Agent prompt notice of any loss exceeding $200,000 with respect to (x) any Casualty Event involving Collateral or (y) any business interruption insurance claims that have been submitted to the insurer. Upon the occurrence and during the continuance of an Event of Default, Agent shall have the sole right (except as may otherwise be agreed to by Agent in a writing signed by Agent in its sole discretion) to file claims under any property and general liability insurance policies in respect of the Collateral, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies.

(b) If at any time any Real Property Collateral is a Flood Hazard Property, the relevant Borrower or the relevant Loan Party, as applicable, shall keep and maintain at all times flood insurance on terms and in an amount sufficient to comply with the rules and regulations promulgated under the Flood Program and otherwise acceptable to Agent in its Permitted Discretion. In the case of a parcel of Real Property Collateral that is a Flood Hazard Property acquired after the Closing Date, any evidence of the flood insurance required to be maintained under this Section 5.6(b) in respect of such Flood Hazard Property shall be delivered to Agent in accordance with the timeframes provided in Sections 5.12 and 5.13.

5.7 Inspection.

(a) Each Loan Party will, and will cause each of its Subsidiaries to, keep proper books of record and accounts in which full, true and correct entries in conformity in all material respects with GAAP shall be made of all dealings and transactions in relation to its business and activities. Each Loan Party will, and will cause each of its Subsidiaries to, permit Agent, any Lender, and each of their respective duly authorized representatives or agents to visit any of its properties and inspect any of its assets or books and records, to examine and make copies of its books and records, and to discuss its affairs, finances, and accounts with, and to be advised as to the same by, its officers and employees (provided, that an authorized representative of a Borrower shall be allowed to be present) at such reasonable times and intervals as Agent or any Lender, as applicable, may designate and, so long as no Event of Default has occurred and is continuing, with reasonable prior notice to Borrowers and during regular business hours. Each Borrower will, and will cause each of its Subsidiaries to, permit Agent (who may be accompanied by any Lender) and each of its duly authorized representatives or agents to conduct (i) field examinations of the Accounts and Spare Parts, and (ii) appraisals of Fleet Assets and Real Property, in the case of each of clauses (i) and (ii), at such reasonable times and intervals as Agent may designate. So long as no Event of Default has occurred and is continuing, Agent agrees to provide Borrowers with a copy of the report for any such appraisal upon request by Borrowers so long as (A) such report exists, (B) the third person employed by Agent to perform such appraisal consents to such disclosure, and (C) Borrowers execute and deliver to Agent a non-reliance letter reasonably satisfactory to Agent. Neither Agent nor any Lender shall have any duty to any Borrower to share any results of any inspection or field exam with any Borrower. Each Borrower acknowledges that all inspections, appraisals and reports are for the benefit of Agent and Lenders, and no Borrower shall be entitled to rely upon any inspection, appraisal or other report shared with it.

(b) Borrowers agree to cooperate fully in connection with any field exams, audits, appraisals, or valuations that Agent may conduct or cause to be conducted at any time, including, without limitation, those performed by any Agent Consultant, and will provide any Agent Consultant with access at all times to all documentation, places of business, officers, the Chief Restructuring Officer, any Investment Banker, consultants, and employees of Borrowers and Borrowers' other advisors. Borrowers will promptly provide to any Agent Consultant such financial information concerning the Borrowers' financial, collateral, and operational condition, businesses, assets, liabilities, and prospects as Agent Consultant may request from time to time. Borrowers will reimburse Agent in cash, upon demand, for any and all fees, costs, expenses, and other charges incurred by Agent relating to the engagement of any Agent Consultant from time to time (in each case, whether or not included in the Approved Budget).

5.8 Compliance with Laws. Each Loan Party will, and will cause each of its Subsidiaries to, comply with the requirements of all applicable laws, rules, regulations, and orders of any Governmental Authority.

5.9 Environmental. Each Loan Party will, and will cause each of its Subsidiaries to,

(a) keep any property either owned or operated by a Borrower or its Subsidiaries free of any Environmental Liens or post bonds or other financial assurances sufficient to satisfy the obligations or liability evidenced by such Environmental Liens,

(b) comply, in all material respects, with Environmental Laws and provide to Agent copies of any material and relevant documentation of such compliance which Agent reasonably requests,

(c) promptly (i) upon obtaining knowledge thereof, notify Agent of any Release of Hazardous Materials in any reportable quantity from or onto property owned or operated by a Borrower or its Subsidiaries and which require any Remedial Actions and (ii) perform such Remedial Actions pursuant to Environmental Laws required by any Governmental Authority to abate said Release or otherwise to come into compliance, in all material respects, with applicable Environmental Law, and

(d) promptly, but in any event within five Business Days after obtaining receipt thereof, provide Agent with written notice: (i) that an Environmental Lien has been filed against any of the real or personal property of a Borrower or its Subsidiaries, (ii) of commencement of any Environmental Action or written notice that an Environmental Action will be filed against a Borrower or its Subsidiaries, and (iii) of violation, citation, or other administrative order from a Governmental Authority relating to Environmental Laws or Hazardous Materials that is material and relates to any Real Property.

5.10 ERISA; Canadian Plans. Each Borrower will, promptly and in no event later than five (5) Business Days (or such longer period as permitted by Agent in writing in its sole discretion) after obtaining knowledge thereof, provide Agent with written notice of (a) the occurrence of or forthcoming occurrence of any ERISA Event or Canadian Pension Event (which is reasonably expected to result in liability to the Loan Parties in excess of $100,000), which specifies the nature thereof, what action such Borrower or any of its ERISA Affiliates has taken, is taking or proposes to take with respect thereto and, when known, any action taken or threatened by the IRS, the Department of Labor or the PBGC with respect thereto, (b) any Borrower or any of their ERISA Affiliates adopting, or commencing contributions to, any Employee Benefit Plan or Multiemployer Plan, (c) any default in, or breach of, a Canadian Defined Benefit Plan or any action or inaction of a plan sponsor or administrator that could lead to a Canadian Pension Event, (d) receipt of any notice from, or any action of, FSCO, OSFI, or other Governmental Authority that that could lead to a Canadian Pension Event; (e) copies of all actuarial valuations conducted for all Canadian Defined Benefit Plans; and (f) the existence of any unfunded current liability in any Canadian Defined Benefit Plans.

5.11 Disclosure Updates. Each Loan Party will, promptly and in no event later than 5 Business Days (or such longer period as permitted by Agent in writing in its sole discretion) after obtaining knowledge thereof, notify Agent if any written information, exhibit, or report furnished to Agent or the Lenders contained, at the time it was furnished, any untrue statement of a material fact or omitted to state any material fact necessary to make the statements contained therein (taken as a whole) not misleading in light of the circumstances in which made. The foregoing to the contrary notwithstanding, any notification pursuant to the foregoing provision will not cure or remedy the effect of the prior untrue statement of a material fact or omission of any material fact nor shall any such notification have the effect of amending or modifying this Agreement or any of the Schedules hereto.

5.12 [Intentionally Omitted].

5.13 Further Assurances.

(a) Each Loan Party will, and will cause each of the other Loan Parties to, at any time upon the reasonable request of Agent, execute or deliver to Agent any and all financing statements, recordings, fixture filings, security agreements, pledges, assignments, mortgages, charges, deeds of trust, deeds to secure debt, opinions of counsel, and all other documents (collectively, the "Additional Documents") that Agent may reasonably request in form and substance reasonably satisfactory to Agent, to create, perfect, and continue perfected or to better perfect Agent's Liens in all of the assets of the Loan Parties whether now owned or hereafter arising or acquired, tangible or intangible, real or personal, and in order to fully consummate all of the transactions contemplated hereby and under the other Loan Documents. To the maximum extent permitted by applicable law, if any Borrower or any other Loan Party refuses or fails to execute or deliver any reasonably requested Additional Documents within a reasonable period of time not to exceed 5 Business Days following the request to do so, each Borrower and each other Loan Party hereby authorizes Agent to execute any such Additional Documents in the applicable Loan Party's name and authorizes Agent to file such executed Additional Documents in any appropriate filing office. In furtherance of, and not in limitation of, the foregoing, each Loan Party shall take such actions as Agent may reasonably request from time to time to ensure that the Obligations are guaranteed by the Guarantors and are secured by substantially all of the assets of the Loan Parties, including all of the outstanding capital Equity Interests of each Borrower and its Subsidiaries subject to exceptions and limitations contained in the Loan Documents.

(b) Prior to the date of delivery of any Mortgage pursuant to this Section 5.13, (i) Agent shall have obtained a Flood Certificate with respect to each parcel of Real Property covered by such Mortgage, and (ii) in the event any portion of Real Property includes a structure with at least two walls and a roof (a "Building") and, as shown in the related Flood Certificate, such Building is located in a Flood Zone (a "Flood Hazard Property"), then (A) Agent shall deliver to the relevant Borrower or the relevant Loan Party a notice about special flood hazard area status and flood disaster assistance (a "Flood Hazard Notice"), and (B) the relevant Borrower or the relevant Loan Party, as applicable, shall deliver to Agent (1) a duly executed Flood Hazard Notice, and (2) evidence of flood insurance required by Section 5.6(b) and FEMA form acknowledgements of insurance. The required delivery date for any Mortgage shall be extended until the date on which Agent shall have satisfied its obligations under this Section 5.13 and has completed its internal regulatory compliance review for the Flood Disaster Protection Act.

(c) Notwithstanding anything to the contrary contained herein (including this Section 5.13) or in any other Loan Document, Agent shall not accept delivery of any Mortgage from any Loan Party unless each of the Lenders has received 45 days prior written notice thereof and Agent has received confirmation from each Lender that such Lender has completed its flood insurance diligence, has received copies of all flood insurance documentation and has confirmed that flood insurance compliance has been completed as required by the Flood Laws or as otherwise satisfactory to such Lender.

5.14 [**Reserved**].

5.15 Location of Chief Executive Offices. Parent shall and shall cause each of its Subsidiaries which are Loan Parties to keep their chief executive offices and, in the case of

Canadian Loan Parties, registered offices and chief executive offices only at the locations identified on Schedule 7 to the Guaranty and Security Agreement (or in the case of a Canadian Loan Party, Schedule 2 to the Canadian Guarantee and Security Agreement).

5.16 Control Agreements; Treasury Management. (i) Each Loan Party shall cause each bank or other depository institution at which any Deposit Account other than any Excluded Account is maintained, to enter into a Control Agreement that provides for such bank or other depository institution to transfer to the Dominion Account, on a daily basis, all balances in each Deposit Account other than any Excluded Account maintained by any Loan Party with such depository institution for application to the Obligations then outstanding, (ii) each Loan Party irrevocably appoints Agent as such Loan Party's attorney-in-fact to collect such balances to the extent any such delivery is not so made and (iii) each Loan Party shall instruct each of its Account Debtors to make all payments with respect to the Accounts of such Loan Party into Deposit Accounts maintained in compliance with this Section 5.16, unless any such Account Debtor is already making such payments to a Deposit Account subject to Control Agreements. Agent and the Lenders assume no responsibility to the Borrowers for any lockbox arrangement or Dominion Account, including any claim of accord and satisfaction or release with respect to any check, draft or other item of payment payable to a Borrower (including those constituting proceeds of Collateral) accepted by any bank. Loan Parties shall maintain their primary depository and treasury management relationships with Wells Fargo or one or more of its Affiliates or such other depository institutions that are acceptable to Agent, during the term of this Agreement.

5.17 OFAC; Sanctions; Anti-Corruption Laws; Anti-Money Laundering Laws. Each Loan Party will, and will cause each of its Subsidiaries to, comply with all applicable Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. Each of the Loan Parties shall, and shall cause each of their respective Subsidiaries to, implement and maintain in effect policies and procedures designed to ensure compliance by the Loan Parties and their Subsidiaries and their respective directors, officers, employees, and agents (and, to the extent not implemented and maintained by Sponsor or any Specified Affiliate, or any Specified Affiliate) with all Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws.

5.18 Maintenance of Records for Credit Card Accounts. Each Borrower shall keep and maintain at its own cost and expense complete records of each Credit Card Account, in a manner consistent with prudent business practice, including, without limitation, records of all payments received, all credits granted thereon, all merchandise returned and all other documentation relating thereto. Each Borrower shall, at such Borrower's sole cost and expense, upon Agent's request, deliver all tangible evidence of all Credit Card Accounts, including, without limitation, all documents evidencing such Credit Card Accounts and any books and records relating thereto to Agent or to its representatives (copies of which evidence and books and records may be retained by such Borrower).

5.19 Environmental Assessments for Real Property. Each of the Loan Parties shall, and shall cause each of their respective Subsidiaries to, provide environmental assessments, audits and tests in accordance with the most current version of the ASTM or U.S. Environmental Protection Agency "All Appropriate Inquiry" standards upon request by Agent or the Required Lenders during the continuation of an Event of Default in connection with the exercise of remedies under any Loan Document.

5.20 Bankruptcy Transaction Milestones. Parent will, and will cause each of its Subsidiaries to, cause the performance and delivery of the items set forth on Schedule 5.20 on or before the dates specified therein with respect to such items (the "Milestones").

5.21 Bankruptcy Covenants. Notwithstanding anything in the Loan Documents to the contrary, the Loan Parties shall comply with all material covenants, terms and conditions and otherwise perform all obligations set forth in the Financing Order and the applicable DIP Recognition Order.

5.22 Investment Banker.

(a) Borrowers shall continue to engage an investment banker (the "Investment Banker") pursuant to a Qualified Investment Banker Engagement to market in good faith one or more sales of assets and operations of the Loan Parties under Section 363 of the Bankruptcy Code and cause the Investment Banker to promptly provide Agent and Lenders, and their respective agents, advisors, and consultants, with such information, drafts, and reports (including, without limitation, relating to any potential strategic alternatives or transactions), and, upon reasonable prior notice to the Borrowers and the Investment Banker, to make the Investment Banker available for discussions with Agent and Lenders, and their respective agents, advisors, and consultants, during normal business hours regarding the process for which the Investment Banker was engaged, all as Agent and Lenders may reasonably request from time to time. Borrowers may participate in such discussions at the times reasonably designated by Agent and Lenders pursuant to the immediately preceding sentence, provided, that any Borrower's failure to elect to do so will not prevent Agent or any Lender (or their respective agents, advisors, or consultants) from proceeding with such discussions. Borrowers shall ensure, as a component of any Qualified Investment Banker Engagement, that the applicable Investment Banker will maintain an appropriate data room to which Agent and any consultant, financial advisor or counsel engaged by Agent or its counsel at any time will have unlimited access and review rights at all times. In addition to the foregoing, Agent, each Lender, and any consultant, financial advisor, or counsel engaged by Agent or any Lender, or their counsel, at any and all times, will have unlimited access and review rights with respect to any data room (and the information contained therein) maintained by any Investment Banker or Borrowers with respect to any actual or contemplated sale of any of the equity interests or assets of any Borrower, any refinancing relating to the Obligations, or any other process for which the Investment Banker was engaged.

(b) Except as otherwise agreed to in writing by Agent, all fees, costs and expenses of the Investment Banker shall be solely the responsibility of Borrowers, and in no event will Agent or any Lender have any liability or responsibility of any kind with respect to the Investment Banker (including, without limitation, as to the payment of any of the Investment Banker's fees, costs or expenses), and Agent and Lenders will not have any obligation or liability of any kind or nature to Borrowers, the Investment Banker or any other Person by reason of any acts or omissions of the Investment Banker.

(c) No Borrower shall amend or otherwise modify in any manner the terms of the Investment Banker's engagement with the Borrowers in each case without the prior written consent of the Agent. In the event that any Investment Banker resigns, is suspended, or has its services modified, or is terminated at any time prior to the consummation of the transaction

contemplated by the applicable Qualified Investment Banker Engagement, the Borrowers shall consummate a new Qualified Investment Banker Engagement within ten (10) Business Days after the date on which such Investment Banker resigns, is suspended, or has its services modified, or is terminated.

5.23 Chief Restructuring Officer. Borrowers will continue to engage a Chief Restructuring Officer on terms and conditions acceptable to Agent. Borrowers hereby do, and will continue to, authorize and instruct the Chief Restructuring Officer to (a) share with the Agent and Lenders, among other information, all budgets, records, projections, financial information, reports and other information relating to the Collateral, the financial condition, operations and prospects of Borrowers and their Affiliates, and the sale, marketing or reorganization process of the Borrowers' businesses and assets as requested from time to time and (b) make himself available to Agent and the Lenders as requested by Agent and the Lenders from time to time. Borrowers will at all times fully cooperate with the Chief Restructuring Officer and provide the Chief Restructuring Officer complete access to all of the Borrowers' books and records, all of Borrowers' premises and to Borrowers' management. All fees and expenses of the Chief Restructuring Officer shall be solely the responsibility of Borrowers and in no event shall Agent or any Lender have any obligation, liability or responsibility of any kind or nature whatsoever for the payment of any such fees, expenses or other obligations, nor shall Agent or any Lender have any obligation or liability to Borrowers, their Affiliates, or any other Person by reason of any acts or omissions whatsoever of the Chief Restructuring Officer at any time.

5.24 **[**Intentionally Omitted**]**

5.25 Bankruptcy Cases.

(a) Bankruptcy Cases Documents and Notices. Each Loan Party shall deliver or cause to be delivered for review and comment, as soon as commercially reasonable (and at least two (2) Business Days prior to filing), all material pleadings, motions and other documents (provided that any of the foregoing relating to the Existing Loan Documents, the Loan Documents, the Loans, any other post-petition financing, cash collateral use, asset sale, or plan of reorganization shall be deemed material) to be filed on behalf of the Loan Parties with the Bankruptcy Court or the Canadian Court to the Agent and its counsel. If not otherwise provided by the Bankruptcy Court's electronic docketing system, Borrowers shall provide (x) copies to the Agent of all pleadings, motions, applications, judicial information, financial information and other documents filed by or on behalf of the Loan Parties with the Bankruptcy Court and the Canadian Court, distributed by or on behalf of the Loan Parties to any Committee, filed with respect to the Bankruptcy Cases or the Recognition Proceedings or filed with respect to any Loan Document and (y) such other reports and information as the Agent may, from time to time, reasonably request. In connection with the Bankruptcy Cases and the Recognition Proceedings, the Loan Parties shall give the proper notice for (x) the motions seeking approval of the Loan Documents, the Financing Order and the DIP Recognition Orders and (y) the hearings for the approval of the Financing Order and the DIP Recognition Orders. The Borrower and the other Loan Parties shall give, on a timely basis as specified in the Financing Order and, if applicable, the applicable DIP Recognition Order, all notices required to be given to all parties specified in the Financing Order. The Borrowers and the other Loan Parties shall use reasonable best efforts to obtain the Final Financing Order and the Canadian Final DIP Recognition Order.

(b) Restructuring Proposals. Each Loan Party shall promptly deliver or cause to be delivered to the Agent and the Lenders copies of any term sheets, proposals, or presentations from any party, related to (i) the restructuring of the Loan Parties, or (ii) the sale of assets of one or all of the Loan Parties.

(c) Repayment of Indebtedness. Except to the extent permitted hereunder, under the Financing Order, DIP Recognition Order or under the Approved Budget, no Loan Party shall, without the express prior written consent of the Agent or pursuant to an order of the Bankruptcy Court or the Canadian Court after notice and a hearing, make any Pre-Petition Payment.

5.26 Budget Matters. Borrowers hereby acknowledge and agree that any Weekly Cash Flow Forecast provided to the Agent and the Lenders shall not amend or supplement the applicable Approved Budget until the Agent delivers a notice (which may be delivered by electronic mail) to the Borrowers stating that the Agent has approved of such Weekly Cash Flow Forecast (such approval not to be unreasonably withheld or delayed); provided, that if the Agent does not deliver a notice of approval to Borrowers, then the existing Approved Budget shall continue to constitute the applicable Approved Budget until such time as the subject Weekly Cash Flow Forecast is agreed to among Borrowers and the Agent in accordance with this Section 5.26. Once such Weekly Cash Flow Forecast is so approved in writing by the Agent, effective 24 hours after such approval, it shall supplement or replace the prior Approved Budget, and shall thereafter constitute the Approved Budget.

6. NEGATIVE COVENANTS.

Parent and each Borrower covenant and agree that, until termination of all of the Revolver Commitments and payment in full of the Obligations:

6.1 Indebtedness. No Loan Party shall, nor shall it permit any of its Subsidiaries to, directly or indirectly, create, incur, assume, suffer to exist, guarantee, or otherwise become or remain, directly or indirectly, liable with respect to any Indebtedness, except for Permitted Indebtedness.

6.2 Liens. No Loan Party shall, nor shall it permit any of its Subsidiaries to, create, incur, assume, or suffer to exist, directly or indirectly, any Lien on or with respect to any property or asset of any kind (including any document or instrument in respect of goods or accounts receivable) of the Parent or any of its Subsidiaries, whether now owned or hereafter acquired or licensed, or any income, profits or royalties therefrom, except for Permitted Liens.

6.3 Restrictions on Fundamental Changes. No Loan Party shall, nor shall it permit any of its Subsidiaries to,

(a) enter into any merger, amalgamation, statutory division, consolidation, reorganization, or recapitalization, or reclassify its Equity Interests;

(b) liquidate, wind up, or dissolve itself (or suffer any liquidation or dissolution);

(c) suspend or cease operating a material portion of its or their business, other than the Non-Core Business; or

(d) form any new Subsidiary without Agent's prior written consent; provided, that, to the extent the Agent consents to the formation of any new Subsidiary, such new Subsidiary shall guaranty all of the Obligations and any Existing Secured Obligations and grant Liens on all of its assets to secure the Obligations and any Existing Secured Obligations pursuant to documentation in form and substance acceptable to Agent.

6.4 Disposal of Assets. Other than Permitted Dispositions, no Loan Party shall, nor shall it permit any of its Subsidiaries to, convey, sell, lease, license, assign, transfer, or otherwise dispose of (including by sale and leaseback) any of its or their assets (or enter into an agreement to convey, sell, lease, license, assign, transfer, or otherwise dispose of any of its or their assets (unless a condition to the consummation of such agreement is that all Obligations are paid in full and all Revolver Commitments of the Lenders are terminated)) (including by an allocation of assets among newly divided limited liability companies pursuant to a "plan of division").

6.5 Nature of Business. No Loan Party shall, nor shall it permit any of its Subsidiaries to, make any change in the nature of its or their business as described on Schedule 6.5 or acquire any properties or assets that are not reasonably related to the conduct of such business activities; provided, that the foregoing shall not prevent any Borrower or any of their respective Subsidiaries from engaging in any business that is reasonably related or ancillary to its or their business.

6.6 Prepayments and Amendments. No Loan Party shall, nor shall it permit any of its Subsidiaries to,

(a) optionally prepay, redeem, defease, purchase, or otherwise optionally acquire any Indebtedness of any Loan Party or its Subsidiaries, other than:

(i) the Obligations in accordance with this Agreement, or

(ii) Permitted Intercompany Advances to the extent permitted under the Existing Intercompany Subordination Agreement,

(b) directly or indirectly, amend, modify, waive or change any of the terms or provisions of:

(i) any agreement, instrument, document, indenture, or other writing evidencing or concerning Permitted Indebtedness other than (A) the Obligations in accordance with this Agreement, (B) Permitted Intercompany Advances, (C) Indebtedness permitted under clauses (c), (h), (j) and (k) of the definition of "Permitted Indebtedness", or (D) so long as (i) no Event of Default has occurred and is continuing or would result therefrom, and (ii) such amendment, modification, waiver or change would not require a payment that is prohibited by Section 6.6(a), any other agreement, instrument, document, or other writing evidencing or concerning Permitted Indebtedness so long as such amendment, modification, waiver or change would not either (x) cause such Indebtedness to cease to qualify as Permitted Indebtedness or (y) individually, or in

the aggregate, reasonably be expected to be materially adverse to the interests of the Agent or any of the Lenders under the Loan Documents,

(ii) the Governing Documents of any Borrower or any of its Subsidiaries if the effect thereof, either individually or in the aggregate, would reasonably be expected to be materially adverse to the interests of the Lenders, or

(iii) any agreement, instrument, document, indenture, or other writing evidencing or concerning any Subordinated Indebtedness in violation of the subordination terms thereof.

6.7 Restricted Payments. Subject to Section 6.13, no Loan Party shall, nor shall it permit any of its Subsidiaries, through any manner or means or through any other Person to, directly or indirectly declare, make or pay any Restricted Payment; provided, that so long as it is permitted by law each Loan Party may and may permit any of its Subsidiaries to make (and such Subsidiaries may make):

(a) any Borrower may make Restricted Payments to another Borrower;

(b) any Guarantor may make Restricted Payments to another Guarantor (other than Parent) or to a Borrower;

(c) any Subsidiary that is not a Loan Party may make Restricted Payments to any Loan Party (other than Parent) or any other Subsidiary that is not a Loan Party; or

(d) any Loan Party may make Restricted Payments to any Parent Company for administrative expenses incurred in connection with the Bankruptcy Cases and Recognition Proceedings in an aggregate amount not to exceed $100,000.

6.8 Accounting Methods. No Loan Party shall, nor shall it permit any of its Subsidiaries to, modify or change its fiscal year or its method of accounting (other than as may be required to conform to GAAP) or enter into, modify, or terminate any agreement currently existing, or at any time hereafter entered into with any third party accounting firm or service bureau for the preparation or storage of Parent or its Subsidiaries' accounting records without said accounting firm or service bureau agreeing to provide Agent information regarding Parent's and its Subsidiaries' financial condition;

6.9 Investments. No Loan Party shall, nor shall it permit any of its Subsidiaries to, directly or indirectly, make, acquire or own any Investment in any Person, including any joint venture or incur any liabilities (including contingent obligations) for or in connection with any Investment except for Permitted Investments.

6.10 Transactions with Affiliates. No Loan Party shall, nor shall it permit any of its Subsidiaries to, directly or indirectly, enter into or permit to exist any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate of Parent or any of its Subsidiaries except subject to Section 5.4, for:

(a) transactions (other than the payment of management, consulting, monitoring, or advisory fees) between any Borrower or its Subsidiaries, on the one hand, and any Affiliate of Parent or its Subsidiaries, on the other hand, so long as such transactions (i) are fully disclosed to Agent prior to the consummation thereof, if they involve one or more payments by such Loan Party or its Subsidiaries in excess of $100,000 for any single transaction or series of related transactions, and (ii) are no less favorable, taken as a whole, to such Borrower or its Subsidiaries, as applicable, than would be obtained in an arm's length transaction with a non-Affiliate (as determined in good faith by the board of directors (or comparable governing body) of such Borrower or such Subsidiary);

(b) so long as it has been approved by such Borrower's or its applicable Subsidiary's board of directors (or comparable governing body) in accordance with applicable law, any indemnity provided for the benefit of directors (or comparable managers) of any Parent Company or its applicable Subsidiary in the ordinary course of business;

(c) so long as it has been approved by such Borrower's or its applicable Subsidiary's board of directors (or comparable governing body) in accordance with applicable law, the payment of reasonable compensation, fees, severance, or employee benefit arrangements to employees, officers, and outside directors of any Loan Party or its Subsidiaries in the ordinary course of business and consistent with industry practice;

(d) transactions permitted by Section 5.4, 6.3 or 6.7 or clause (g) or (s) of the definition of "Permitted Investments";

(e) the payment of (i) reasonable out-of-pocket expenses of the Sponsor (including pursuant to any financial advisory, financing, underwriting, or placement agreement or in respect of other investment banking activities relative to the management, consulting, monitoring, or advising of the Loan Parties, including in connection with acquisitions or divestitures that are permitted by this Agreement) and (ii) payment of indemnities owed by Parent or any of its Subsidiaries to the Sponsor or any of its Affiliates;

(f) (i) transactions solely among the Loan Parties and (ii) transactions solely among Subsidiaries of Borrowers that are not Loan Parties;

(g) the payment and reimbursement of reasonable out-of-pocket costs and expenses for directors (or comparable managers) of any Loan Party or its Subsidiaries in the ordinary course of business;

(h) entering into insurance-related transactions with Insurance Subsidiaries; and

(i) the Related Transactions or any amendments or modifications thereto permitted hereby, and any payments made pursuant thereto to the extent permitted hereunder and made in accordance with the Approved Budgets.

6.11 Parent as Holding Company. Parent will not engage in any business other than its ownership of the capital stock of, and the management of the Borrowers and, indirectly, their Subsidiaries and activities incidental thereto; provided that Parent may engage in those activities

that are incidental to (i) the maintenance of its existence in compliance with applicable law, (ii) legal, tax and accounting matters in connection with any of the foregoing or following activities, (iii) the entering into, and performing its obligations under, this Agreement and the other Loan Documents to which it is a party, (iv) the issuance, sale or repurchase of its Equity Interests and the receipt and making of capital contributions, (v) the making of Restricted Payments to the extent permitted under Section 6.7, (vi) the filing of registration statements, and compliance with applicable reporting and other obligations, under federal, state or other securities laws, (vii) the listing of its equity securities and compliance with applicable reporting and other obligations in connection therewith, (viii) the retention of (and the entry into, and exercise of rights and performance of obligations in respect of, contracts and agreements with) transfer agents, private placement agents, underwriters, counsel, accountants and other advisors and consultants, (ix) the performance of obligations under and compliance with its Governing Documents, or any applicable law, ordinance, regulation, rule, order, judgment, decree or permit, including as a result of or in connection with the activities of its Subsidiaries permitted under this Agreement, (x) the incurrence and payment of its operating and business expenses and any taxes for which it may be liable (including reimbursement to Affiliates for such expenses paid on its behalf), (xi) the consummation of the transactions contemplated hereby (including the Transaction), (xii) the making of loans to or other Investments in, or incurrence of Indebtedness from, the Borrowers or in the case of incurrence of Indebtedness, from any Wholly-Owned Domestic Subsidiary, which is a Guarantor, as and to the extent permitted by Section 6.9, (xiii) the guaranteeing of obligations (other than Indebtedness) of the Administrative Borrower and its Subsidiaries, and (ix) any other activity expressly contemplated by this Agreement to be engaged in by Parent.

6.12 Modification of Terms of Credit Card Accounts. Without the prior written consent of Agent, no Borrower shall (a) rescind or cancel any indebtedness evidenced by any Credit Card Accounts or modify any term thereof or make any adjustment with respect thereto, or settle any dispute, claim, suit or legal proceeding relating thereto or (b) sell any Credit Card Accounts or interest therein, in each case, except in the ordinary course of business consistent with prudent business practice.

6.13 Main Street Lending Program Covenants. Notwithstanding anything to the contrary in this Agreement:

(a) Each Loan Party will not make any claim that Agent, any Lender or any of their respective Affiliates have rendered advisory services of any kind in connection with the CARES Act, any Main Street Lending Debt or the Main Street Lending Program;

(b) Prior to the Main Street Lending Program Termination Date, Borrower shall not cancel or reduce any of its committed lines of credit with any lender, including under to this Agreement, except Borrower may (i) repay a line of credit (including a credit card) in accordance with Borrower's normal course of business usage for such line of credit, (ii) take on and pay additional Indebtedness required in the normal course of business and on standard terms, including inventory and equipment financing, provided that such debt is secured only by the newly acquired property, or (iii) refinance Indebtedness that is maturing no later than 90 days from the date of such refinancing;

(c) Prior to the Main Street Lending Program Termination Date, Borrower shall not prepay, purchase or otherwise acquire any Indebtedness of Borrower or make, directly or indirectly, any optional or voluntary payment in respect of any such Indebtedness, except Borrower may (i) repay a line of credit (including a credit card) in accordance with Borrower's normal course of business usage for such line of credit; or (ii) take on and pay Indebtedness required in the normal course of business and on standard terms, including inventory, (iii) refinance Indebtedness that is maturing no later than 90 days from the date of such refinancing or (iv) make any optional payments or prepayments of principal and interest in respect of the Main Street Lending Debt;

(d) Prior to the Main Street Lending Program Termination Date, in the event that at any time any terms of the Main Street Lending Documents are more restrictive than the terms set forth in this Agreement applicable to the same matter, the terms hereof shall be deemed to be amended, mutatis mutandis, to be the same as the Main Street Lending Documents and in the event that any representations, covenants or events of default that are set forth in the Main Street Lending Documents are not included in this Agreement or the other Loan Documents, this Agreement shall be deemed to be amended, mutatis mutandis, to add such representations, covenants or events of default;

(e) Prior to the first anniversary of the Main Street Lending Program Termination Date, Borrower shall comply with the compensation, stock repurchase, and capital distribution restrictions that apply to direct loan programs under Section 4003(c)(3)(A)(ii) of the CARES Act, except that if Borrower is an S corporation or other tax pass-through entity it may make distributions to the extent reasonably required to cover its owners' tax obligations in respect of Borrower's earnings; and

(f) Borrower shall provide concurrent notice to Agent of any amendments, waivers or other modifications to, and any defaults or events of default occurring under, the Main Street Lending Program.

6.14 Financing Order; DIP Recognition Order; Administrative Expense Priority; Payments. Parent will not, and will not permit any of its Subsidiaries to:

(a) seek, consent to or suffer to exist at any time any modification, stay, vacation or amendment of the Financing Order or any DIP Recognition Order, except for modifications and amendments joined in or agreed to in writing by Agent in its sole discretion,

(b) seek the use of "Cash Collateral" (as defined in the Financing Order or such similar term in the Financing Order) in a manner inconsistent with the terms of the Financing Order or any DIP Recognition Order without the prior written consent of Agent,

(c) suffer to exist at any time a priority for any administrative expense or unsecured claim against any Loan Party (now existing or hereafter arising of any kind or nature whatsoever, including, without limitation, any administrative expenses of the kind specified in Sections 105, 326, 328, 365, 503((b), 506(c), 507(a), 507(b), 546(c), 726, 1113 and 1114 of the Bankruptcy Code) or any other superpriority claim which is

equal or superior to the priority of the Lender Group or "Lender Group" (as defined in the Existing Credit Agreement) in respect of the Obligations or Existing Secured Obligations, except for the amounts having a priority over the Obligations to the extent set forth in the definition of Carveout (including with respect to the Collateral of the Canadian Loan Parties and Collateral located in Canada of the other Loan Parties, the Administration Charge and the D&O Charge) and as otherwise set forth in the Loan Documents and reasonably acceptable to Agent,

(d) directly or indirectly seek, consent or suffer to exist at any time any Lien with priority over the Liens created by the Loan Documents or the Existing Loan Documents on any properties, assets or rights except for Permitted Priority Liens, and

(e) prior to the date on which the Obligations and Existing Secured Obligations have been indefeasibly paid in full in cash, all Letters of Credit have been cash collateralized or returned for cancellation pursuant to this Agreement, and this Agreement has been terminated, pay any administrative expenses, except administrative expenses incurred in the ordinary course of the business of the Loan Parties and in amounts substantially consistent with the Approved Budget, subject to and in accordance with the Financing Order and any applicable DIP Recognition Order; provided, however notwithstanding the foregoing, the Loan Parties shall be permitted to pay as the same may become due and payable (i) to the extent substantially consistent with the Approved Budget, administrative expenses of the kind specified in Section 503(b) of the Bankruptcy Code incurred in the ordinary course of business and to the extent otherwise authorized under the Financing Order and this Agreement and (ii) compensation and reimbursement of expenses to professionals allowed and payable under Sections 330 and 331 of the Bankruptcy Code to the extent permitted by the Financing Order and, if applicable, the applicable DIP Recognition Order.

6.15 Applications Under the CCAA and BIA. Each Loan Party and its Subsidiaries acknowledges that its business and financial relationships with the Lenders are unique from its relationship with any other of its creditors. Each Loan Party and its Subsidiaries agrees that it shall not file any plan of compromise and arrangement under the CCAA or proposal under the BIA, or any plan of arrangement under any corporate statute, which provides for, or would permit, directly or indirectly, the Lenders to be classified with any other creditors of such Loan Party and its Subsidiaries for purposes of such plan of compromise and arrangement, proposal, plan or arrangement or otherwise.

6.16 Chapter 11 and Other Claims. Except for the Carveout (including, with respect to Canadian Loan Parties and Collateral located in Canada of the other Loan Parties, the Administration Charge) and Permitted Priority Liens and as provided in the Financing Order and (with respect to the Administration Charge) as provided for in the applicable DIP Recognition Order, no Loan Party will, and will not permit any of its Subsidiaries to, directly or indirectly, incur, create, assume, suffer to exist or permit any administrative expense claim or Lien that is pari passu with or senior to the claims or DIP Liens, as the case may be, of the Agent, the Lenders and the Bank Product Providers against the Loan Parties hereunder or under the Financing Order, any DIP Recognition Order, or apply to the Bankruptcy Court or the Canadian Court for authority to do so. Parent will not, and will not permit any of its Subsidiaries to, directly or indirectly, (a) seek,

support, consent to or suffer to exist any modification, stay, vacation or amendment of any Financing Order or DIP Recognition Order except for any modifications and amendments agreed to in writing by the Agent, in its sole discretion, or (b) apply to the Bankruptcy Court or the Canadian Court, as applicable, for authority to take any action prohibited by this Section 6 (except to the extent such application and the taking of such action is conditioned upon receiving the written consent of the Agent, in its sole discretion).

6.17 Budget Compliance. Except as otherwise provided herein or approved by the Agent (in its sole discretion), Parent shall not, and shall not permit any Subsidiary thereof to, directly or indirectly, (i) use any cash, including the proceeds of any Loans, in a manner or for a purpose other than those permitted under this Agreement or contemplated by the Financing Order or the Approved Budget, or (ii) make or commit to make payments to critical vendors (other than those critical vendors set forth in the Financing Order or in the Approved Budget, in each case as approved in writing by the Agent in respect of any pre-petition amount in excess of the amount included in the Approved Budget).

7. FINANCIAL COVENANTS.

Each of Parent and each Borrower covenants and agrees that, after the Closing Date until termination of all of the Revolver Commitments and payment in full of the Obligations:

(a) Variance - Disbursements. Measured as of the last day of each Measurement Period, the aggregate amount of actual disbursements (including, without limitation, all transfers, distributions, dividends, contributions or other payments but excluding transactions solely among Loan Parties) (on an aggregate basis) during such Measurement Period shall not exceed the Permitted Variance of the budgeted amount set forth in the Approved Budget for such period.

(b) Variance - Receipts. Measured as of the last day of each Measurement Period, the aggregate amount of actual receipts (excluding from the sale of any assets) (on an aggregate basis) shall not be less than the Permitted Variance of the budgeted amount set forth in the Approved Budget for such period.

8. EVENTS OF DEFAULT.

Any one or more of the following events shall constitute an event of default (each, an "Event of Default") under this Agreement:

8.1 Payments. If Borrowers fail to pay when due and payable, or when declared due and payable in accordance with the terms hereof, (a) all or any portion of the Obligations consisting of interest, fees, or charges due the Lender Group, reimbursement of Lender Group Expenses, or other amounts (other than any portion thereof constituting principal) constituting Obligations (including any portion thereof that accrues after the commencement of the Bankruptcy Cases, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), (b) all or any portion of the principal of the Loans, (c) any reimbursement obligation in respect of any Letter of Credit Disbursement or (d) all or any portion of the Existing Secured Obligations as and when due and payable in accordance with the Financing Order and the applicable DIP Recognition Order.

8.2 Covenants. If any Loan Party or any of its Subsidiaries:

(a) fails to perform or observe any covenant or other agreement applicable to it contained in any of (i) Section 3.6, 5.1 5.2, 5.3, 5.4, 5.6, 5.7, 5.10, 5.15, 5.16, 5.17, 5.20, 5.21, 5.22, 5.23 and 5.24, (ii) Section 6, (iii) Section 7 or (iv) Section 7 of the Guaranty and Security Agreement or Section 7 of the Canadian Guarantee and Security Agreement; or

(b) fails to perform or observe any covenant or other agreement applicable to it contained in this Agreement, or in any of the other Loan Documents, in each case, other than any such covenant or agreement that is the subject of another provision of this Section 8 (in which event such other provision of this Section 8 shall govern), and such failure continues for a period of 30 days after the earlier of (i) the date on which such failure shall first become known to any senior officer of any Loan Party, or (ii) the date on which written notice thereof is given to Borrowers by Agent or any Lender.

8.3 Judgments. If, after the Filing Date, one or more judgments, orders, or awards for the payment of money involving an aggregate amount of $100,000 (the "Judgment Threshold") or more during the term of the Agreement (excluding from the Judgment Threshold the amount of any such judgment that is covered by insurance for which the relevant insurer is not insolvent and has not denied coverage therefor) is entered or filed against Parent or any of its Subsidiaries, or with respect to any of their respective assets.

8.4 Existing Loan Documents. If there is an "Event of Default" under and as defined in the Existing Loan Documents first arising after the Filing Date other than any default (x) arising prior to the Filing Date, (y) due to Borrowers' filing, commencement and continuation of the Bankruptcy Cases and the Recognition Proceedings and the events that customarily result from the filing, commencement and continuation of the Bankruptcy Cases and the Recognition Proceedings (including any litigation resulting therefrom) or (z) due to restrictions on payments arising under the Bankruptcy Cases and the Recognition Proceedings;

8.5 [Intentionally Omitted].

8.6 Default Under Other Agreements. If, first arising after the Filing Date, there is a default in one or more agreements evidencing Indebtedness of any Loan Party or any of its Subsidiaries with an aggregate principal amount of $100,000 or more, and such default (a) consists of a failure to pay, when due, any principal of or interest on any such Indebtedness, or (b) results in a right by the holder or holders of such Indebtedness (or a trustee on behalf of such holder(s)) that is then exercisable but irrespective of whether actually exercised, to accelerate the maturity of such Loan Party's or its Subsidiary's obligations thereunder, other than (i) any default arising prior to the Filing Date, due to Borrowers' filing, commencement and continuation of the Bankruptcy Cases and the Recognition Proceedings and any litigation arising therefrom, or (ii) due to restrictions on payments arising as a result of the Bankruptcy Cases and the Recognition Proceedings, where payment or enforcement, acceleration or termination thereof by the holders of such obligations is and remains subject to a stay of proceedings in the Bankruptcy Cases and the Recognition Proceedings.

8.7 Representations, etc. Any warranty, representation, certification or statement made or deemed made by any Loan Party herein or in any other Loan Document or delivered in writing to Agent or any Lender in connection with this Agreement or any other Loan Document proves to be untrue in any material respect (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of the date of making or deemed making thereof.

8.8 Guaranty. If the obligation of any Guarantor under the guaranty contained in the Guaranty and Security Agreement or Canadian Guarantee and Security Agreement shall cease to be in full force and effect or any Guarantor shall deny or disaffirm in writing such Guarantor's obligations under its guaranty contained in the Guaranty and Security Agreement or Canadian Guarantee and Security Agreement, as applicable (other than, in each case, in accordance with the terms of this Agreement or the Guaranty and Security Agreement or Canadian Guarantee and Security Agreement, as applicable).

8.9 Security Documents. If the Guaranty and Security Agreement, Canadian Guarantee and Security Agreement, Deed of Hypothec or any other Loan Document that purports to create a Lien shall, for any reason, fail or cease to create a valid, perfected, first priority Lien on any Collateral, in each case except (a) to the extent of the Carveout, (b) to the extent of Permitted Liens which are entitled to priority as a matter of law, (c) as a result of a disposition of the applicable Collateral in a transaction permitted under this Agreement or such Loan Document, or (d) solely as the result of any action(s) taken by Agent (or its designee (including any Custodian)) or the failure of Agent (or its designee (including any Custodian)) to take any action(s) within its control, or any combination thereof, which does not arise from a breach of the Loan Documents by a Loan Party.

8.10 Loan Documents. Any Loan Document shall cease to be in full force and effect or the validity or enforceability thereof shall at any time for any reason (other than solely as the result of any action(s) taken by Agent (or its designee (including any Custodian)) or the failure of Agent (or its designee (including any Custodian)) to take any action(s) within its control, or any combination thereof, which does not arise from a breach of the Loan Documents by a Loan Party) be declared in writing to be null and void by any Loan Party, or a proceeding shall be commenced by a Loan Party or its Subsidiaries, or by any Governmental Authority having jurisdiction over a Loan Party or its Subsidiaries, seeking to establish the invalidity or unenforceability thereof, or a Loan Party or its Subsidiaries shall contest in writing the validity or enforceability of any Loan Document or deny in writing that it has any further liability, including with respect to future advances by the Lenders, under any Loan Document to which it is a party or shall contest in writing the validity or perfection of any Lien in any Collateral purported to be covered by the Loan Documents.

8.11 Change of Control. A Change of Control shall occur.

8.12 ERISA. (a) An ERISA Event has occurred with respect to an Employee Benefit Plan or Multiemployer Plan which has resulted or could reasonably be expected to result in liabilities in excess of $100,000, (b) there is or arises Unfunded Pension Liability which has resulted or could reasonably be expected to result in liabilities in excess of $100,000, or (c) there

is or arises any Withdrawal Liability, which has resulted or could reasonably be expected to result in liabilities in excess of $100,000.

8.13 Subordinated Indebtedness. Any Subordinated Indebtedness permitted hereunder, or the guarantees thereof, shall cease, for any reason (other than solely as the result of any action(s) taken by Agent (or its designee (including any Custodian)) or the failure of Agent (or its designee (including any Custodian)) to take any action(s) within its control, or any combination thereof, which does not arise from a breach of the Loan Documents by a Loan Party), to be validly subordinated to the Obligations in accordance with the applicable subordination provisions thereof or subordination agreement with respect thereto.

8.14 Canadian Plans. Any Canadian Pension Event shall occur.

8.15 Bankruptcy Matters.

(a) (i) The Canadian Interim DIP Recognition Order is not issued within 3 Business Days following the entry of the Interim Financing Order or as soon as possible thereafter in the circumstances, (ii) the Final Financing Order is not entered within twenty-one (21) days following the Filing Date, or (iii) the Canadian Final DIP Recognition Order is not issued within 3 Business Days following the entry of the Final Financing Order or as soon as possible thereafter in the circumstances;

(b) Any of the Interim Financing Order, the Final Financing Order, the Canadian Interim DIP Recognition Order or the Canadian Final DIP Recognition Order is stayed, revised, revoked, remanded, rescinded, amended, reversed, vacated, or modified in any manner not acceptable to Agent;

(c) Any person or entity shall file a pleading seeking to modify or otherwise alter the Interim Financing Order, the Final Financing Order, the Canadian Interim DIP Recognition Order, the Canadian Final DIP Recognition Order,, any Loan Document, any Existing Loan Document or any of the transactions contemplated in any of the foregoing without the prior consent of Agent;

(d) (i) an order with respect to any of the Bankruptcy Cases shall be entered by the Bankruptcy Court (A) appointing a trustee under Section 1104 of the Bankruptcy Code, or an examiner with enlarged powers relating to the operation of the business of the Loan Parties under Section 1106(b) of the Bankruptcy Code or (B) terminating or shortening any Debtor's exclusive rights to file and solicit acceptances for its plan, or (ii) an order with respect to the Recognition Proceedings shall be entered by the Canadian Court (A) appointing any monitor, trustee, receiver, interim receiver, receiver and manager or other similar Person in any Canadian proceeding under any Insolvency Laws, or an examiner with enlarged powers relating to the operation of the business of the Loan Parties pursuant to applicable Insolvency Laws (other than, for the avoidance of doubt, the appointment of the Information Officer) or (B) terminating or shortening any Debtor's exclusive rights to file and solicit acceptances for a plan of reorganization in the Bankruptcy Cases;

(e) (i) Agent, any Lender, Existing Agent, any Existing Lender or any Collateral securing the Obligations or Existing Secured Obligations are surcharged pursuant to Sections 105, 506(c) or 552 or any other section of the Bankruptcy Code, or (ii) any person or

entity other than a Loan Party shall assert any claim in the any of the Bankruptcy Cases arising under Sections 105, 506(c) or 552 or any other section of the Bankruptcy Code against Agent, any Lender, Existing Agent, any Existing Lender or any Collateral, and such claim shall not be dismissed or withdrawn, with prejudice, within ten (10) days after the assertion thereof;

(f) Any person or entity other than the Loan Parties shall commence any action in any of the Bankruptcy Cases or application or motion in the Recognition Proceedings adverse to Agent, any Lender, Existing Agent or any Existing Lender, the extent, validity, perfection, enforceability or priority of any of their Liens or claims, or any of their rights and remedies under the Loan Documents, the Existing Loan Documents, the Financing Order or any other order of the Bankruptcy Court and either (i) such order is granted; or (ii) such action, application or motion shall not be dismissed or withdrawn, with prejudice, within ten (10) days after the assertion thereof;

(g) (i) Any Loan Party shall attempt to invalidate, reduce or otherwise impair the liens or security interests of Agent and the Lenders, claims or rights against Loan Parties or any of their Subsidiaries or to subject any Collateral to assessment pursuant to Section 105, 506(c), 552 or any other section of the Bankruptcy Code or other applicable Insolvency Laws, (ii) any lien, security interest or Superpriority Claim created by created by the Loan Documents, the Existing Credit Agreement, the Existing Loan Documents, Financing Order or the applicable DIP Recognition Order shall, for any reason, cease to be valid, (iii) any action is commenced by any Loan Party or any of its Subsidiaries which contests the extent, validity, perfection, enforceability or priority of any of the liens and security interests of Agent, Existing Agent, the Lenders or Existing Lenders created by the Loan Documents, the Existing Credit Agreement, the Existing Loan Documents, the Financing Order, or the applicable DIP Recognition Order or (iv) any Loan Party or any Subsidiary of any Loan Party challenges the extent, validity or priority of the Obligations or the Existing Secured Obligations or the application of any payments or collections received by Agent, Lenders, Existing Agent, or Existing Lenders to the Obligations or Existing Secured Obligations as provided for herein, in the Financing Order or in the applicable DIP Recognition Order;

(h) (i) an order with respect to any of the Bankruptcy Cases or the Recognition Proceedings shall be entered by the Bankruptcy Court or the Canadian Court dismissing any of the Bankruptcy Cases or the Recognition Proceedings or converting any of the Bankruptcy Cases (or any case comprising part of any of the Bankruptcy Cases) to a case under chapter 7 of the Bankruptcy Code or the applicable provisions of other Insolvency Laws, (ii) any Insolvency Proceeding with respect to the Loan Parties or their Subsidiaries other than the Recognition Proceedings shall be commenced in Canada under applicable Insolvency Laws, or (iii) the Loan Parties shall seek or request the entry of any order to effect any of the events described in subclauses (i) and (ii) of this paragraph (h);

(i) Any motion, supplement, amendment or other document relating to the Financing Order, any DIP Recognition Order, the Credit Agreement, the Existing Credit Agreement or the transactions contemplated in any of the foregoing that is not in form in substance satisfactory to Agent is filed by any Loan Party or entered by the Bankruptcy Court or Canadian Court;

(j) Any sale of, or motion to sell Collateral is pursuant to Section 363 of the Bankruptcy Code is filed, to which the Agent does not consent;

(k) An order with respect to any of the Bankruptcy Cases or Recognition Proceedings shall be entered without the express prior written consent of Agent, (i) to revoke, vacate, reverse, stay, modify, supplement or amend the Existing Credit Agreement, any Loan Document, any Existing Loan Document, the Financing Order, the applicable DIP Recognition Order, or the transactions contemplated in any of the foregoing, or (ii) other than as consented to in the Financing Order and DIP Recognition Order with respect to the Existing Secured Obligations, to permit any administrative expense, claim or lien (now existing or hereafter arising, of any kind or nature whatsoever) to have priority equal or superior to the priority of the Agent, Existing Agent, Lenders and Existing Lenders in respect of the Obligations and Existing Secured Obligations;

(l) An order shall be entered by the Bankruptcy Court or the Canadian Court granting relief from the automatic stay or any other stay to any creditor(s) of any Loan Party or any Subsidiary of any Loan Party;

(m) Any plan of reorganization is filed that, or an order shall be entered by the Bankruptcy Court or issued by the Canadian Court confirming a reorganization plan in any of the Bankruptcy Cases which, does not (i) contain a provision that all Obligations and all Existing Secured Obligations shall be paid in full in a manner satisfactory to the Agent on or before the effective date, or substantial consummation, of such plan and (ii) provide for the continuation of the liens and security interests granted to Agent and priorities until such plan effective date all Obligations and Existing Secured Obligations are paid in full;

(n) A motion shall be filed seeking authority, or an order shall be entered in any of the Bankruptcy Cases or the Recognition Proceedings, that (i) permits any Loan Party or any Subsidiary of any Loan Party to incur indebtedness secured by any claim under Bankruptcy Code Section 364(c)(1) or any corresponding provision under other applicable Insolvency Laws or by a Lien pari passu with or superior to the lien granted under the Loan Documents and the Existing Loan Documents and Bankruptcy Code Sections 364(c)(2) (or any corresponding provision under other applicable Insolvency Laws) or (d) unless (A) all of the Obligations and Existing Secured Obligations have been paid in full at the time of the entry of any such order, or (B) the Obligations and the Existing Secured Obligations are paid in full with such debt to the Carveout, or (ii) permits any Loan Party or any Subsidiary of any Loan Party the right to use Collateral other than in accordance with the terms of the Financing Order, unless all of the Obligations and Existing Secured Obligations shall have been paid in full;

(o) Proceeds of any sale of all or substantially all assets of Loan Parties are not directly remitted to Agent at the closing thereof, to be applied in accordance with the Financing Order, the applicable DIP Recognition Order and the Loan Documents;

(p) Any motions to approve any severance, retention or incentive plan or program for employees that is not in accordance with the Approved Budgets and is otherwise not in form and substance acceptable to Agent;

(q) Any motions to sell Collateral or approve procedures regarding the same, or any orders approving or amending any of the foregoing, are not in form and substance acceptable to Agent;

(r) The automatic stay terminates or expires unless all of the Obligations and Existing Secured Obligations shall have been paid in full at the time of such termination or expiration;

(s) Payment of or granting adequate protection with respect to any indebtedness that was existing prior to the Filing Date (other than as provided in any Loan Document or as approved by Agent); and

(t) Any Loan Party or any Subsidiary of any Loan Party shall fail to maintain sufficient projected borrowing capacity under the Credit Agreement to pay all accrued administrative obligations and other administrative claims when due, and sufficient additional borrowing capacity to enable such other unpaid administrative obligations and administrative claims that are required to be paid in full prior to such time that all Obligations and Existing Secured Obligations are paid in full;

(u) the failure by the Loan Parties to deliver to the Agent any of the documents or other written information required to be delivered pursuant to the Financing Order when due or any such documents or other written information shall contain a misrepresentation of a material fact when made so as to make the written information provided to the Agent and Lenders, taken as a whole, materially misleading;

(v) Except as set forth herein, the failure by the Loan Parties to observe or perform any of the terms or provisions contained in the Financing Order in any respect adverse to the interests of the Lenders;

(w) The entry of an order of the Bankruptcy Court or the Canadian Court granting any lien on or security interest in any of the Collateral that is pari passu with or senior to the DIP Liens held by the Agent on or as security interests in the Collateral, the Adequate Protection Liens, the Superpriority Claims or the Liens securing the Existing Secured Obligations, except for the Carveout and the Permitted Priority Liens, or the Loan Parties and any of their Subsidiaries shall seek or request (or support another party in the filing of) the entry of any such order;

(x) The Loan Parties' creating or permitting to exist any other superpriority claim which is pari passu with or senior to the claims of the Agent and the Lenders, the Adequate Protection Liens, or the Superpriority Claims, except for the Carveout and the Permitted Priority Liens;

(y) Parent or any of its Subsidiaries using the proceeds of the Loans for any item other than in compliance with Section 7(a) and in accordance with the Approved Budget other than the Carveout, or makes any Pre-Petition Payment (other than in accordance with the Approved Budget), in each case except as agreed in writing in advance by the Required Lenders;

(z) Any uninsured judgments are entered with respect to any post-petition liabilities against any of the Loan Parties or any of their respective properties in a combined aggregate amount in excess of $100,000 unless stayed, vacated or satisfied for a period of twenty (20) calendar days after entry thereof;

(aa) Any Loan Party asserts a right of subrogation or contribution against any other Loan Party prior to the date upon which all Obligations and Existing Secured Obligations have been paid in full and all Revolver Commitments have been terminated;

(bb) Any Loan Party shall seek to sell any of its assets that are Collateral outside the ordinary course of business, unless (i) the proceeds of such sale are used to indefeasibly pay the Obligations and Existing Secured Obligations in full in cash unless such sale is consented to by the Agent (it being agreed that such consent is deemed to be given with respect to the Proposed Plan as in effect on the date hereof), or (ii) such sale is pursuant to bidding procedures approved by the Agent;

(cc) The Parent or any of its Subsidiaries (or any party with the support of any of the Parent or any of its Subsidiaries) shall challenge the validity or enforceability of any of the Loan Documents or the Existing Loan Documents;

(dd) Any resignation or termination of the Loan Parties' key officers or the Loan Parties' chief restructuring officer without the hiring of replacement officers or chief restructuring officer acceptable to Agent; and

(ee) The occurrence of any default or event of default (or similar term) under the Financing Order.

8.16 Permitted Variance. Permitted Variances under the Approved Budget are exceeded for any period of time.

9. RIGHTS AND REMEDIES.

9.1 Rights and Remedies. Notwithstanding the provisions of Section 362 of the Bankruptcy Code, upon the occurrence and during the continuation of an Event of Default and subject to any notice required under the Financing Order or any DIP Recognition Order, the Required Lenders (at their election but without notice of their election and without demand) may authorize and instruct Agent to do any one or more of the following on behalf of the Lender Group (and Agent, acting upon the instructions of the Required Lenders, shall do the same on behalf of the Lender Group), all of which are authorized by Borrowers:

(a) (i) declare the principal of, and any and all accrued and unpaid interest and fees in respect of, the Loans and all other Obligations (other than the Bank Product Obligations), whether evidenced by this Agreement or by any of the other Loan Documents to be immediately due and payable, whereupon the same shall become and be immediately due and payable and Borrowers shall be obligated to repay all of such Obligations in full, without presentment, demand, protest, or further notice or other requirements of any kind, all of which are hereby expressly waived by each Borrower, and (ii) direct Borrowers to provide (and Borrowers agree that upon receipt of such notice Borrowers will provide) Letter of Credit Collateralization to Agent to be

held as security for Borrowers' reimbursement obligations for drawings that may subsequently occur under issued and outstanding Letters of Credit;

(b) declare the Revolver Commitments terminated, whereupon the Revolver Commitments shall immediately be terminated together with (i) any obligation of any Revolving Lender to make Revolving Loans, (ii) the obligation of the Swing Lender to make Swing Loans, and (iii) the obligation of Issuing Bank to issue Letters of Credit;

(c) terminate the Loan Parties' right to use Cash Collateral by written notice thereof to counsel for the Loan Parties, counsel for the Committee (if any) and the U.S. Trustee, and the Information Officer, without further notice, application or order of the Bankruptcy Court or the Canadian Court;

(d) subject to the applicable terms, if any, of the Financing Order, exercise all other rights and remedies available to Agent or the Lenders under the Loan Documents, under applicable law, or in equity (subject to any notice provisions in the Loan Documents).

9.2 Remedies Cumulative. The rights and remedies of the Lender Group under this Agreement, the other Loan Documents, and all other agreements shall be cumulative. The Lender Group shall have all other rights and remedies not inconsistent herewith as provided under the Code, the PPSA, the CCQ, by law, or in equity. No exercise by the Lender Group of one right or remedy shall be deemed an election, and no waiver by the Lender Group of any Event of Default shall be deemed a waiver of any other Event of Default or future Event of Default. No delay by the Lender Group shall constitute a waiver, election, or acquiescence by it.

9.3 [Intentionally Omitted].

10. WAIVERS; INDEMNIFICATION.

10.1 Demand; Protest; etc. Each Borrower waives demand, protest, notice of protest, notice of default or dishonor, notice of payment and nonpayment, nonpayment at maturity, release, compromise, settlement, extension, or renewal of documents, instruments, chattel paper, and guarantees at any time held by the Lender Group on which any Borrower may in any way be liable.

10.2 The Lender Group's Liability for Collateral. Each Borrower hereby agrees that: (a) so long as Agent complies with its obligations, if any, under the Code, the PPSA or CCQ, as applicable, the Lender Group shall not in any way or manner be liable or responsible for: (i) the safekeeping of the Collateral, (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (iii) any diminution in the value thereof, or (iv) any act or default of any carrier, warehouseman, bailee, forwarding agency, or other Person, and (b) all risk of loss, damage, or destruction of the Collateral shall be borne by Borrowers.

10.3 Indemnification. Each Borrower shall pay, indemnify, defend, and hold the Agent-Related Persons, the Lender-Related Persons, the Issuing Bank and each Participant (each, an "Indemnified Person") harmless (to the fullest extent permitted by law) from and against any and all claims, demands, suits, actions, investigations, proceedings, liabilities, fines, costs, penalties, and damages, and all reasonable fees and disbursements of attorneys, experts, or consultants and all other costs and expenses actually incurred in connection therewith or in connection with the

enforcement of this indemnification (as and when they are incurred and irrespective of whether suit is brought), at any time asserted against, imposed upon, or incurred by any of them (a) in connection with or as a result of or related to the execution and delivery (provided that Borrowers shall not be liable for costs and expenses (including attorneys' fees) of any Lender (other than Wells Fargo) incurred in advising, structuring, drafting, reviewing, administering or syndicating the Loan Documents), enforcement, performance, or administration (including any restructuring or workout with respect hereto and in connection with the Bankruptcy Cases and the Recognition Proceedings) of this Agreement, any of the other Loan Documents, or the transactions contemplated hereby or thereby or the monitoring of Parent's and its Subsidiaries' compliance with the terms of the Loan Documents or any Existing Loan Documents (provided, that the indemnification in this clause (a) shall not extend to claims that a court of competent jurisdiction finally determines to have resulted from (i) disputes solely between or among the Lenders that do not involve any acts or omissions of any Loan Party, or (ii) disputes solely between or among the Lenders and their respective Affiliates that do not involve any acts or omissions of any Loan Party; it being understood and agreed that the indemnification in this clause (a) shall extend to Agent (but not the Lenders unless the dispute involves an act or omission of a Loan Party) relative to disputes between or among Agent on the one hand, and one or more Lenders, or one or more of their Affiliates, on the other hand, or (iii) any Taxes other than any Taxes that represent losses, claims or damages arising from any non-Tax claim), (b) with respect to any actual or prospective investigation, litigation, or proceeding related to this Agreement or the Existing Credit Agreement, any other Loan Document or Existing Loan Document, the making of any Loans or issuance of any Letters of Credit hereunder or under the Existing Credit Agreement, or the use of the proceeds of the Loans or the Letters of Credit provided hereunder or under the Existing Credit Agreement (irrespective of whether any Indemnified Person is a party thereto, but including if any Loan Party is a party thereto), or any act, omission, event, or circumstance in any manner related thereto, and (c) in connection with or arising out of any presence or release of Hazardous Materials at, on, under, to or from any assets or properties owned, leased or operated by any Borrower or any of its Subsidiaries or any Environmental Actions, Environmental Liabilities or Remedial Actions related in any way to any such assets or properties of any Borrower or any of its Subsidiaries (each and all of the foregoing, the "Indemnified Liabilities"). The foregoing to the contrary notwithstanding, no Borrower shall have any obligation to any Indemnified Person under this Section 10.3 with respect to any Indemnified Liability that a court of competent jurisdiction finally determines to have resulted from the gross negligence or willful misconduct of such Indemnified Person or its officers, directors, employees, attorneys, or agents. This provision shall survive the termination of this Agreement and the repayment in full of the Obligations. If any Indemnified Person makes any payment to any other Indemnified Person with respect to an Indemnified Liability as to which Borrowers were required to indemnify the Indemnified Person receiving such payment, the Indemnified Person making such payment is entitled to be indemnified and reimbursed by Borrowers with respect thereto. WITHOUT LIMITATION, THE FOREGOING INDEMNITY SHALL APPLY TO EACH INDEMNIFIED PERSON WITH RESPECT TO INDEMNIFIED LIABILITIES WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF ANY NEGLIGENT ACT OR OMISSION OF SUCH INDEMNIFIED PERSON OR OF ANY OTHER PERSON.

11. NOTICES.

Unless otherwise provided in this Agreement, all notices or demands relating to this Agreement or any other Loan Document shall be in writing and (except for financial statements and other informational documents which may be sent by first-class mail, postage prepaid) shall be personally delivered or sent by registered or certified mail (postage prepaid, return receipt requested), overnight courier, electronic mail (at such email address as is set forth below for the respective party or at such other address as such party may designate in accordance herewith), facsimile or other electronic method of transmission reasonably acceptable to Agent. In the case of notices or demands to Parent, any Borrower, or Agent, as the case may be, they shall be sent to the respective address set forth below:

If to Parent or any Borrower:	**PROJECT KENWOOD ACQUISITION, LLC** c/o Variant Equity 1880 Century Park East, Suite 825 Los Angeles, CA 90067 Attention: Farhaad Chanduwadia Telephone: (310) 467-4700 Email: fwadia@variantequity.com and Spencer Ware Chief Restructuring Officer 160 S. Route 17 N Paramus, NJ 07653 Telephone: 800-728-7176 Email: spencer.ware@cr3partners.com
with copies (which shall not constitute notice) to:	**ALSTON & BIRD LLP** 90 Park Avenue New York, New York 10016 Attn: J. Eric Wise and Matt Kelsey Fax: 212-210-9400 Email: eric.wise@alston.com and matthew.kelsey@alston.com 333 South Hope Street, Sixteenth Floor Los Angeles, California 90071 Attn: Kevin H. Fink, Esq. Fax No.: 213-576-2890 Email: kevin.fink@alston.com
If to Agent:	**WELLS FARGO BANK, NATIONAL ASSOCIATION** 1800 Century Park East, Suite 1100 Los Angeles, California 90067

Attn: Cameron Scott
Email: cameron.scott@wellsfargo.com

with copies (which shall not constitute notice) to:

GOLDBERG KOHN LTD.
55 E. Monroe Street, Suite 3300
Chicago, Illinois 60603
Attn: William Starshak, Esq. and
Dimitri Karcazes, Esq.
Fax No.: 312-201-4000
Email: william.starshak@goldbergkohn.com
dimitri.karcazes@goldbergkohn.com

Any party hereto may change the address at which they are to receive notices hereunder, by notice in writing in the foregoing manner given to the other party. All notices or demands sent in accordance with this Section 11, shall be deemed received on the earlier of the date of actual receipt or three Business Days after the deposit thereof in the mail; provided, that (a) notices sent by overnight courier service shall be deemed to have been given when received, (b) notices by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient) and (c) notices by electronic mail shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment).

12. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; JUDICIAL REFERENCE PROVISION.

(a) THE VALIDITY OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT), THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE.

(b) IF THE BANKRUPTCY COURT ABSTAINS FROM HEARING OR REFUSES TO EXERCISE JURISDICTION OVER ANY OF THE FOLLOWING, THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY

MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH OF PARENT AND EACH BORROWER AND EACH MEMBER OF THE LENDER GROUP WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 12(b).

(c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF PARENT AND EACH BORROWER AND EACH MEMBER OF THE LENDER GROUP HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS (EACH A "CLAIM"). EACH OF PARENT AND EACH BORROWER AND EACH MEMBER OF THE LENDER GROUP REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(d) EACH OF PARENT AND EACH BORROWER HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK AND THE STATE OF NEW YORK, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(e) NO CLAIM MAY BE MADE BY ANY LOAN PARTY AGAINST THE AGENT, THE SWING LENDER, ANY OTHER LENDER, ISSUING BANK, OR ANY AFFILIATE, DIRECTOR, OFFICER, EMPLOYEE, COUNSEL, REPRESENTATIVE, AGENT, OR ATTORNEY-IN-FACT OF ANY OF THEM FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES IN RESPECT OF ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER LOAN

DOCUMENT, OR ANY ACT, OMISSION, OR EVENT OCCURRING IN CONNECTION THEREWITH, AND EACH LOAN PARTY HEREBY WAIVES, RELEASES, AND AGREES NOT TO SUE UPON ANY CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

(f) IN THE EVENT ANY LEGAL PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA (THE "COURT") BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY CLAIM AND THE WAIVER SET FORTH IN CLAUSE (C) ABOVE IS NOT ENFORCEABLE IN SUCH PROCEEDING (AND EACH PARTY TO SUCH ACTION DOES NOT SUBSEQUENTLY EFFECTIVELY WAIVE UNDER CALIFORNIA LAW ITS RIGHT TO A TRIAL BY JURY), THE PARTIES HERETO AGREE AS FOLLOWS:

(i) WITH THE EXCEPTION OF THE MATTERS SPECIFIED IN SUBCLAUSE (ii) BELOW, ANY CLAIM SHALL BE DETERMINED BY A GENERAL REFERENCE PROCEEDING IN ACCORDANCE WITH THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1. THE PARTIES INTEND THIS GENERAL REFERENCE AGREEMENT TO BE SPECIFICALLY ENFORCEABLE. VENUE FOR THE REFERENCE PROCEEDING SHALL BE IN THE COUNTY OF LOS ANGELES, CALIFORNIA.

(ii) THE FOLLOWING MATTERS SHALL NOT BE SUBJECT TO A GENERAL REFERENCE PROCEEDING: (A) NON-JUDICIAL FORECLOSURE OF ANY SECURITY INTERESTS IN REAL OR PERSONAL PROPERTY, (B) EXERCISE OF SELF-HELP REMEDIES (INCLUDING SET-OFF OR RECOUPMENT), (C) APPOINTMENT OF A RECEIVER, AND (D) TEMPORARY, PROVISIONAL, OR ANCILLARY REMEDIES (INCLUDING WRITS OF ATTACHMENT, WRITS OF POSSESSION, TEMPORARY RESTRAINING ORDERS, OR PRELIMINARY INJUNCTIONS). THIS AGREEMENT DOES NOT LIMIT THE RIGHT OF ANY PARTY TO EXERCISE OR OPPOSE ANY OF THE RIGHTS AND REMEDIES DESCRIBED IN CLAUSES (A) THROUGH (D) AND ANY SUCH EXERCISE OR OPPOSITION DOES NOT WAIVE THE RIGHT OF ANY PARTY TO PARTICIPATE IN A REFERENCE PROCEEDING PURSUANT TO THIS AGREEMENT WITH RESPECT TO ANY OTHER MATTER.

(iii) UPON THE WRITTEN REQUEST OF ANY PARTY, THE PARTIES SHALL SELECT A SINGLE REFEREE, WHO SHALL BE A RETIRED JUDGE OR JUSTICE. IF THE PARTIES DO NOT AGREE UPON A REFEREE WITHIN TEN DAYS OF SUCH WRITTEN REQUEST, THEN, ANY PARTY SHALL HAVE THE RIGHT TO REQUEST THE COURT TO APPOINT A REFEREE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 640(B). THE REFEREE SHALL BE APPOINTED TO SIT WITH ALL OF THE POWERS PROVIDED BY LAW. PENDING APPOINTMENT OF THE

REFEREE, THE COURT SHALL HAVE THE POWER TO ISSUE TEMPORARY OR PROVISIONAL REMEDIES.

(iv) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE REFEREE SHALL DETERMINE THE MANNER IN WHICH THE REFERENCE PROCEEDING IS CONDUCTED INCLUDING THE TIME AND PLACE OF HEARINGS, THE ORDER OF PRESENTATION OF EVIDENCE, AND ALL OTHER QUESTIONS THAT ARISE WITH RESPECT TO THE COURSE OF THE REFERENCE PROCEEDING. ALL PROCEEDINGS AND HEARINGS CONDUCTED BEFORE THE REFEREE, EXCEPT FOR TRIAL, SHALL BE CONDUCTED WITHOUT A COURT REPORTER, EXCEPT WHEN ANY PARTY SO REQUESTS A COURT REPORTER AND A TRANSCRIPT IS ORDERED, A COURT REPORTER SHALL BE USED AND THE REFEREE SHALL BE PROVIDED A COURTESY COPY OF THE TRANSCRIPT. THE PARTY MAKING SUCH REQUEST SHALL HAVE THE OBLIGATION TO ARRANGE FOR AND PAY THE COSTS OF THE COURT REPORTER, PROVIDED THAT SUCH COSTS, ALONG WITH THE REFEREE'S FEES, SHALL ULTIMATELY BE BORNE BY THE PARTY WHO DOES NOT PREVAIL, AS DETERMINED BY THE REFEREE.

(v) THE REFEREE MAY REQUIRE ONE OR MORE PREHEARING CONFERENCES. THE PARTIES HERETO SHALL BE ENTITLED TO DISCOVERY, AND THE REFEREE SHALL OVERSEE DISCOVERY IN ACCORDANCE WITH THE RULES OF DISCOVERY, AND SHALL ENFORCE ALL DISCOVERY ORDERS IN THE SAME MANNER AS ANY TRIAL COURT JUDGE IN PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA.

(vi) THE REFEREE SHALL APPLY THE RULES OF EVIDENCE APPLICABLE TO PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA AND SHALL DETERMINE ALL ISSUES IN ACCORDANCE WITH CALIFORNIA SUBSTANTIVE AND PROCEDURAL LAW. THE REFEREE SHALL BE EMPOWERED TO ENTER EQUITABLE AS WELL AS LEGAL RELIEF AND RULE ON ANY MOTION WHICH WOULD BE AUTHORIZED IN A TRIAL, INCLUDING MOTIONS FOR DEFAULT JUDGMENT OR SUMMARY JUDGMENT. THE REFEREE SHALL REPORT HIS OR HER DECISION, WHICH REPORT SHALL ALSO INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW. THE REFEREE SHALL ISSUE A DECISION AND PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE, SECTION 644, THE REFEREE'S DECISION SHALL BE ENTERED BY THE COURT AS A JUDGMENT IN THE SAME MANNER AS IF THE ACTION HAD BEEN TRIED BY THE COURT. THE FINAL JUDGMENT OR ORDER FROM ANY APPEALABLE DECISION OR ORDER ENTERED BY THE REFEREE SHALL BE FULLY APPEALABLE AS IF IT HAS BEEN ENTERED BY THE COURT.

(vii) THE PARTIES RECOGNIZE AND AGREE THAT ALL CLAIMS RESOLVED IN A GENERAL REFERENCE PROCEEDING PURSUANT HERETO WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR OWN CHOICE, EACH PARTY HERETO KNOWINGLY AND VOLUNTARILY AND FOR THEIR MUTUAL BENEFIT AGREES THAT THIS REFERENCE PROVISION SHALL APPLY TO ANY DISPUTE BETWEEN THEM THAT ARISES OUT OF OR IS RELATED TO THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS SECTION 12, THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY ACTION OR DISPUTE INVOLVING, RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS. THE PARTIES ACKNOWLEDGE THAT THE CANADIAN COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER THE RECOGNITION PROCEEDINGS.

13. ASSIGNMENTS AND PARTICIPATIONS; SUCCESSORS.

13.1 Assignments and Participations.

(a) (i) Subject to the conditions set forth in clause (a)(ii) below, any Lender may assign and delegate all or any portion of its rights and duties under the Loan Documents (including the Obligations owed to it and its Revolver Commitment) to one or more assignees so long as such prospective assignee is an Eligible Transferee (each, an "Assignee"), with the prior written consent (such consent not be unreasonably withheld, conditioned, or delayed) of:

(A) [Reserved]; and

(B) Agent, Swing Lender, and Issuing Bank.

(ii) Assignments shall be subject to the following additional conditions:

(A) no assignment may be made to a Loan Party, an Affiliate of a Loan Party, or Sponsor,

(B) the amount of the Revolver Commitments and the other rights and obligations of the assigning Lender hereunder and under the other Loan Documents subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to Agent) shall be in a minimum amount (unless waived by Agent) of $5,000,000 (except such minimum amount shall not apply to (I) an assignment or delegation by any Lender to any other Lender, an Affiliate of any Lender, or a Related Fund of such Lender or (II) a group of new Lenders, each of which is an Affiliate of each other or a Related Fund of such new Lender to the extent that the aggregate amount to be assigned to all such new Lenders is at least $5,000,000),

(C) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement,

(D) the parties to each assignment shall execute and deliver to Agent an Assignment and Acceptance; provided, that Borrowers and Agent may continue to deal solely and directly with the assigning Lender in connection with the interest so assigned to an Assignee until written notice of such assignment, together with payment instructions, addresses, and related information with respect to the Assignee, have been given to Administrative Borrower and Agent by such Lender and the Assignee,

(E) no assignment may be made to a Defaulting Lender,

(F) unless waived by Agent, the assigning Lender or Assignee has paid to Agent, for Agent's separate account, a processing fee in the amount of $3,500, and

(G) the assignee, if it is not a Lender, shall deliver to Agent an Administrative Questionnaire in a form approved by Agent (the "Administrative Questionnaire").

(b) From and after the date that Agent receives the executed Assignment and Acceptance and, if applicable, payment of the required processing fee, (i) the Assignee thereunder shall be a party hereto and, to the extent that rights and obligations hereunder have been assigned to it pursuant to such Assignment and Acceptance, shall be a "Lender" and shall have the rights and obligations of a Lender under the Loan Documents, and (ii) the assigning Lender shall, to the extent that rights and obligations hereunder and under the other Loan Documents have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights (except with respect to Sections 10.3 and 16) and be released from any future obligations under this Agreement (and in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement and the other Loan Documents, such Lender shall cease to be a party hereto and thereto); provided, that nothing contained herein shall release any assigning Lender from obligations that survive the termination of this Agreement, including such assigning Lender's obligations under Sections 15 and 17.9(a).

(c) By executing and delivering an Assignment and Acceptance, the assigning Lender thereunder and the Assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Assignment and Acceptance, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other Loan Document furnished pursuant hereto, (ii) such assigning Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Borrower or the performance or observance by any Borrower of any of its obligations under this Agreement or any other Loan Document furnished pursuant hereto, (iii) such Assignee confirms that it has received a copy of this Agreement, together with such other

documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance, (iv) such Assignee will, independently and without reliance upon Agent, such assigning Lender or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement, (v) such Assignee appoints and authorizes Agent to take such actions and to exercise such powers under this Agreement and the other Loan Documents as are delegated to Agent, by the terms hereof and thereof, together with such powers as are reasonably incidental thereto, (vi) [reserved], and (vii) such Assignee agrees that it will perform all of the obligations which by the terms of this Agreement are required to be performed by it as a Lender.

(d) Immediately upon Agent's receipt of the required processing fee, if applicable, and delivery of notice to the assigning Lender pursuant to Section 13.1(b), this Agreement shall be deemed to be amended to the extent, but only to the extent, necessary to reflect the addition of the Assignee and the resulting adjustment of the Revolver Commitments arising therefrom. The Revolver Commitment allocated to each Assignee shall reduce such Revolver Commitments of the assigning Lender pro tanto.

(e) Any Lender may at any time sell to one or more commercial banks, financial institutions, or other Persons (in each case, other than a Person to which an assignment is not permitted under Section 13.1(a)(ii)(A) or 13.1(a)(ii)(B)) (a "Participant") participating interests in all or any portion of its Obligations, its Revolver Commitment, and the other rights and interests of that Lender (the "Originating Lender") hereunder and under the other Loan Documents; provided, that (i) the Originating Lender shall remain a "Lender" for all purposes of this Agreement and the other Loan Documents and the Participant receiving the participating interest in the Obligations, the Revolver Commitments, and the other rights and interests of the Originating Lender hereunder shall not constitute a "Lender" hereunder or under the other Loan Documents and the Originating Lender's obligations under this Agreement shall remain unchanged, (ii) the Originating Lender shall remain solely responsible for the performance of such obligations, (iii) Borrowers, Agent, and the Lenders shall continue to deal solely and directly with the Originating Lender in connection with the Originating Lender's rights and obligations under this Agreement and the other Loan Documents, (iv) no Lender shall transfer or grant any participating interest under which the Participant has the right to approve any amendment to, or any consent or waiver with respect to, this Agreement or any other Loan Document, except to the extent such amendment to, or consent or waiver with respect to this Agreement or of any other Loan Document would (A) extend the final maturity date of the Obligations hereunder in which such Participant is participating, (B) reduce the interest rate applicable to the Obligations hereunder in which such Participant is participating, (C) release all or substantially all of the Collateral or guaranties (except to the extent expressly provided herein or in any of the Loan Documents) supporting the Obligations hereunder in which such Participant is participating, (D) postpone the payment of, or reduce the amount of, the interest or fees payable to such Participant through such Lender (other than a waiver of default interest), or (E) decreases the amount or postpones the due dates of scheduled principal repayments or prepayments or premiums payable to such Participant through such Lender, in each case of the foregoing clauses (A) through (E), except to the extent any such amendment or consent is permitted to be effected by only the Required Lenders pursuant to Section 14.1 (v) no participation shall be sold to a natural person, (vi) no participation shall be sold to a Loan Party, an Affiliate of a Loan Party, Sponsor, or an Affiliate of Sponsor, and (vii) all

amounts payable by Borrowers hereunder shall be determined as if such Lender had not sold such participation, except that, if amounts outstanding under this Agreement are due and unpaid, or shall have been declared or shall have become due and payable upon the occurrence of an Event of Default, each Participant shall be deemed to have the right of set off in respect of its participating interest in amounts owing under this Agreement to the same extent as if the amount of its participating interest were owing directly to it as a Lender under this Agreement. The rights of any Participant only shall be derivative through the Originating Lender with whom such Participant participates and no Participant shall have any rights under this Agreement or the other Loan Documents or any direct rights as to the other Lenders, Agent, Borrowers, the Collateral, or otherwise in respect of the Obligations. No Participant shall have the right to participate directly in the making of decisions by the Lenders among themselves.

(f) In connection with any such assignment or participation or proposed assignment or participation or any grant of a security interest in, or pledge of, its rights under and interest in this Agreement, a Lender may, subject to the provisions of Section 17.9, disclose all documents and information which it now or hereafter may have relating to Parent and its Subsidiaries and their respective businesses.

(g) Any other provision in this Agreement notwithstanding, any Lender may at any time create a security interest in, or pledge, all or any portion of its rights under and interest in this Agreement in favor of any Federal Reserve Bank in accordance with Regulation A of the Federal Reserve Bank or U.S. Treasury Regulation 31 CFR § 203.24, and such Federal Reserve Bank may enforce such pledge or security interest in any manner permitted under applicable law.

(h) Agent (as a non-fiduciary agent on behalf of Borrowers) shall maintain, or cause to be maintained, a register (the "Register") on which it enters the name and address of each Lender as the registered owner of the Revolving Loans (and the principal amount thereof and stated interest thereon) held by such Lender (each, a "Registered Loan"). Other than in connection with an assignment by a Lender of all or any portion of its portion of the Revolving Loans to an Affiliate of such Lender or a Related Fund of such Lender (i) a Registered Loan (and the registered note, if any, evidencing the same) may be assigned or sold in whole or in part only by registration of such assignment or sale on the Register (and each registered note shall expressly so provide) and (ii) any assignment or sale of all or part of such Registered Loan (and the registered note, if any, evidencing the same) may be effected only by registration of such assignment or sale on the Register, together with the surrender of the registered note, if any, evidencing the same duly endorsed by (or accompanied by a written instrument of assignment or sale duly executed by) the holder of such registered note, whereupon, at the request of the designated assignee(s) or transferee(s), one or more new registered notes in the same aggregate principal amount shall be issued to the designated assignee(s) or transferee(s). The entries in the Register shall be conclusive absent manifest error, and Borrowers, the Agent, and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as Lender hereunder for all purposes of this Agreement. Prior to the registration of assignment or sale of any Registered Loan (and the registered note, if any evidencing the same), Borrowers shall treat the Person in whose name such Registered Loan (and the registered note, if any, evidencing the same) is registered as the owner thereof for the purpose of receiving all payments thereon and for all other purposes, notwithstanding notice to the contrary. In the case of any assignment by a Lender of all or any portion of its Revolving Loans to an Affiliate of such Lender or a Related Fund of such Lender,

and which assignment is not recorded in the Register, the assigning Lender, on behalf of Borrowers, shall maintain a register comparable to the Register. The Register shall be available for inspection by Borrowers and any Lender at any reasonable time during business hours and from time to time upon reasonable notice.

(i) In the event that a Lender sells participations in the Registered Loan, such Lender, as a non-fiduciary agent on behalf of Borrowers, shall maintain (or cause to be maintained) a register on which it enters the name of all participants in the Registered Loans held by it (and the principal amount (and stated interest thereon) of the portion of such Registered Loans that is subject to such participations) (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. A Registered Loan (and the registered note, if any, evidencing the same) may be participated in whole or in part only by registration of such participation on the Participant Register (and each registered note shall expressly so provide). Any participation of such Registered Loan (and the registered note, if any, evidencing the same) may be effected only by the registration of such participation on the Participant Register. For the avoidance of doubt, Agent (in its capacity as Agent) shall have no responsibility for maintaining a Participant Register.

(j) Agent shall make a copy of the Register (and each Lender shall make a copy of its Participant Register to the extent required pursuant to clause (i) above) available for review by Borrowers from time to time as Borrowers may reasonably request.

13.2 Successors. This Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of each of the parties; provided, that no Borrower may assign this Agreement or any rights or duties hereunder without the Lenders' prior written consent and any prohibited assignment shall be absolutely void ab initio. No consent to assignment by the Lenders shall release any Borrower from its Obligations. A Lender may assign this Agreement and the other Loan Documents and its rights and duties hereunder and thereunder pursuant to Section 13.1 and, except as expressly required pursuant to Section 13.1, no consent or approval by any Borrower is required in connection with any such assignment.

14. AMENDMENTS; WAIVERS.

14.1 Amendments and Waivers.

(a) No amendment, waiver or other modification of any provision of this Agreement or any other Loan Document (other than Bank Product Agreements), and no consent with respect to any departure by Parent or any Borrower therefrom, shall be effective unless the same shall be in writing and signed by the Required Lenders (or by Agent at the written request of the Required Lenders, in the case of this Agreement), the Agent, in the case of all other Loan Documents, and the Loan Parties that are party thereto, and then any such waiver or consent shall be effective, but only in the specific instance and for the specific purpose for which given; provided, that no such waiver, amendment, or consent shall, unless in writing and signed by all of

the Lenders directly affected thereby and all of the Loan Parties that are party thereto, do any of the following:

(i) increase the amount of or extend the expiration date of any Revolver Commitment of any Lender or amend, modify, or eliminate the last sentence of Section 2.4(c), (it being understood that waivers or modifications of conditions precedent, waivers of Defaults, Events of Default or mandatory prepayments or any amendment or modification of financial ratios or defined terms used in the financial covenants in this Agreement shall not constitute an increase of or an extension of the expiration date of the Revolver Commitment of any Lender, and that an increase in the available portion of any Revolver Commitment of any Lender shall not constitute an increase of the Revolver Commitment of such Lender),

(ii) postpone or delay any date fixed by this Agreement or any other Loan Document for any payment of principal, interest, fees, or other amounts due hereunder or under any other Loan Document (other than the date of any mandatory prepayment pursuant to Section 2.4(e)),

(iii) reduce the principal of, or the rate of interest on any loan or other extension of credit hereunder, or reduce any fees or other amounts payable hereunder or under any other Loan Document (except (y) in connection with the waiver of any payment required by Section 2.4(e)(ii) or any waiver of the applicability of Section 2.6(c) (which any such waiver shall, in each case, be effective with the written consent of the Required Lenders), and (z) it being understood that waivers or modifications of conditions precedent, waivers of Defaults, Events of Default or mandatory prepayments or any amendment or modification of financial ratios or defined terms used in the financial covenants in this Agreement shall not constitute a reduction in the rate of interest or a reduction of fees for purposes of this clause (iii)),

(iv) amend, modify, or eliminate this Section 14.1 or any provision of this Agreement providing for consent or other action by all Lenders or all Lenders directly affected thereby, as applicable,

(v) amend, modify, or eliminate Section 3.1 or 3.2,

(vi) amend, modify, or eliminate Section 15.11,

(vii) other than as permitted by Section 15.11, release Agent's Lien in and to any of the Collateral,

(viii) amend, modify, or eliminate the definition of "Required Lenders" or "Pro Rata Share",

(ix) contractually subordinate any of Agent's Liens except as otherwise expressly permitted hereunder,

(x) other than in connection with a merger, amalgamation, liquidation, dissolution or sale of such Person expressly permitted by the terms hereof or the other

Loan Documents, release any Borrower or any Guarantor from any obligation for the payment of money or consent to the assignment or transfer by any Borrower or any Guarantor of any of its rights or duties under this Agreement or the other Loan Documents,

(xi) amend, modify, or eliminate any of the provisions of Section 2.4(b)(i), 2.4(b)(ii), 2.4(b)(iii), 2.4(f) or 15.12(b),

(xii) amend, modify, or eliminate any of the provisions of Section 13.1 with respect to assignments to, or participations with, Persons who are Loan Parties, Affiliates of Loan Parties, Sponsor, or Affiliates of Sponsor, or

(xiii) at any time that any Real Property is included in the Collateral, increase or extend any Revolver Commitment hereunder until the completion of flood due diligence, documentation and coverage as required by the Flood Laws or as otherwise satisfactory to all such affected Lenders.

(b) No amendment, waiver, modification, or consent shall amend, modify, waive, or eliminate,

(i) the definition of, or any of the terms or provisions of, the Fee Letter, without the written consent of Agent and Borrowers (and shall not require the written consent of any of the Lenders), or

(ii) any provision of Section 15 pertaining to Agent, or any other rights or duties of Agent under this Agreement or the other Loan Documents, without the written consent of Agent, Borrowers, and the Required Lenders.

(c) No amendment, waiver, modification, elimination, or consent shall, without the written consent of Agent, Borrowers and each Lender:

(i) amend, modify, or eliminate this Section 14.1(c).

(ii) amend, modify, or eliminate the definitions of "Initial Approved Budget" or "Approved Budget".

(d) No amendment, waiver, modification, elimination, or consent shall amend, modify, or waive any provision of this Agreement or the other Loan Documents pertaining to Issuing Bank, or any other rights or duties of Issuing Bank under this Agreement or the other Loan Documents, without the written consent of Issuing Bank, Agent, Borrowers, and the Required Lenders.

(e) No amendment, waiver, modification, elimination, or consent shall amend, modify, or waive any provision of this Agreement or the other Loan Documents pertaining to Swing Lender, or any other rights or duties of Swing Lender under this Agreement or the other Loan Documents, without the written consent of Swing Lender, Agent, Borrowers, and the Required Lenders.

(f) Anything in this Section 14.1 to the contrary notwithstanding, (i) any amendment, modification, elimination, waiver, consent, termination, or release of, or with respect to, any provision of this Agreement or any other Loan Document that relates only to the relationship of the Lender Group among themselves, and that does not affect the rights or obligations of Parent or any Borrower, shall not require consent by or the agreement of any Loan Party, and (ii) any amendment, waiver, modification, elimination, or consent of or with respect to any provision of this Agreement or any other Loan Document may be entered into without the consent of, or over the objection of, any Defaulting Lender.

14.2 Replacement of Certain Lenders.

(a) If (i) any action to be taken by the Lender Group or Agent hereunder requires the consent, authorization, or agreement of all Lenders or all Lenders affected thereby and if such action has received the consent, authorization, or agreement of the Required Lenders but not of all Lenders or all Lenders affected thereby, (ii) any Lender makes a claim for compensation under Section 16 or (iii) any Lender becomes a Defaulting Lender, then Borrowers or Agent, upon at least five Business Days prior irrevocable notice, may permanently replace any Lender that failed to give its consent, authorization, or agreement (a "Non-Consenting Lender"), any Lender that made a claim for compensation (a "Tax Lender") or any Defaulting Lender, in each case, with one or more Replacement Lenders, and the Non-Consenting Lender, Tax Lender or Defaulting Lender, as applicable, shall have no right to refuse to be replaced hereunder. Such notice to replace the Non-Consenting Lender, Tax Lender or Defaulting Lender, as applicable, shall specify an effective date for such replacement, which date shall not be later than 15 Business Days after the date such notice is given.

(b) Prior to the effective date of such replacement, the Non-Consenting Lender, Tax Lender or Defaulting Lender, as applicable, and each Replacement Lender shall execute and deliver an Assignment and Acceptance, subject only to the Non-Consenting Lender, Tax Lender or Defaulting Lender, as applicable, being repaid in full its share of the outstanding Obligations (without any premium or penalty of any kind whatsoever, but including (i) all interest, fees and other amounts that may be due in payable in respect thereof, and (ii) an assumption of its Pro Rata Share of participations in the Letters of Credit). If the Non-Consenting Lender, Tax Lender or Defaulting Lender, as applicable, shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such replacement, Agent may, but shall not be required to, execute and deliver such Assignment and Acceptance in the name or and on behalf of the Non-Consenting Lender, Tax Lender or Defaulting Lender, as applicable, and irrespective of whether Agent executes and delivers such Assignment and Acceptance, the Non-Consenting Lender, Tax Lender or Defaulting Lender, as applicable, shall be deemed to have executed and delivered such Assignment and Acceptance. The replacement of any Non-Consenting Lender, Tax Lender or Defaulting Lender, as applicable, shall be made in accordance with the terms of Section 13.1. Until such time as one or more Replacement Lenders shall have acquired all of the Obligations, the Revolver Commitments, and the other rights and obligations of the Non-Consenting Lender, Tax Lender or Defaulting Lender, as applicable, hereunder and under the other Loan Documents, the Non-Consenting Lender, Tax Lender or Defaulting Lender, as applicable, shall remain obligated to make the Non-Consenting Lender's, Tax Lender's or Defaulting Lender's, as applicable, Pro Rata Share of Revolving Loans and to purchase a participation in each Letter of Credit, in an amount equal to its Pro Rata Share of participations in such Letters of Credit.

14.3 No Waivers; Cumulative Remedies. No failure by Agent or any Lender to exercise any right, remedy, or option under this Agreement or any other Loan Document, or delay by Agent or any Lender in exercising the same, will operate as a waiver thereof. No waiver by Agent or any Lender will be effective unless it is in writing, and then only to the extent specifically stated. No waiver by Agent or any Lender on any occasion shall affect or diminish Agent's and each Lender's rights thereafter to require strict performance by Parent and Borrowers of any provision of this Agreement. Agent's and each Lender's rights under this Agreement and the other Loan Documents will be cumulative and not exclusive of any other right or remedy that Agent or any Lender may have.

15. AGENT; THE LENDER GROUP.

15.1 Appointment and Authorization of Agent. Each Lender hereby designates and appoints Wells Fargo as its agent under this Agreement and the other Loan Documents and each Lender hereby irrevocably authorizes (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to designate, appoint, and authorize) Agent to execute and deliver each of the other Loan Documents on its behalf and to take such other action on its behalf under the provisions of this Agreement and each other Loan Document and to exercise such powers and perform such duties as are expressly delegated to Agent by the terms of this Agreement or any other Loan Document, together with such powers as are reasonably incidental thereto. Agent agrees to act as agent for and on behalf of the Lenders (and the Bank Product Providers) on the conditions contained in this Section 15. Any provision to the contrary contained elsewhere in this Agreement or in any other Loan Document notwithstanding, Agent shall not have any duties or responsibilities, except those expressly set forth herein or in the other Loan Documents, nor shall Agent have or be deemed to have any fiduciary relationship with any Lender (or Bank Product Provider), and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against Agent. Without limiting the generality of the foregoing, the use of the term "agent" in this Agreement or the other Loan Documents with reference to Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only a representative relationship between independent contracting parties. Each Lender hereby further authorizes (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to authorize) Agent to act as the secured party under each of the Loan Documents that create a Lien on any item of Collateral. Except as expressly otherwise provided in this Agreement, Agent shall have and may use its sole discretion with respect to exercising or refraining from exercising any discretionary rights or taking or refraining from taking any actions that Agent expressly is entitled to take or assert under or pursuant to this Agreement and the other Loan Documents. Without limiting the generality of the foregoing, or of any other provision of the Loan Documents that provides rights or powers to Agent, Lenders agree that Agent shall have the right to exercise the following powers as long as this Agreement remains in effect: (a) maintain, in accordance with its customary business practices, ledgers and records reflecting the status of the Obligations, the Collateral, payments and proceeds of Collateral, and related matters, (b) execute or file any and all financing or similar statements or notices, amendments, renewals, supplements, documents, instruments, proofs of claim, notices and other written agreements with respect to the Loan Documents or to take any other action with respect to any Collateral or Loan Documents which may be necessary to perfect, and maintain perfected, the security interests and Liens upon

Collateral pursuant to the Loan Documents, (c) make Revolving Loans, for itself or on behalf of Lenders, as provided in the Loan Documents, (d) exclusively receive, apply, and distribute payments and proceeds of the Collateral as provided in the Loan Documents, (e) open and maintain such bank accounts and cash management arrangements as Agent deems necessary and appropriate in accordance with the Loan Documents for the foregoing purposes, (f) perform, exercise, and enforce any and all other rights and remedies of the Lender Group with respect to Parent or its Subsidiaries, the Obligations, the Collateral, or otherwise related to any of same as provided in the Loan Documents, and (g) incur and pay such Lender Group Expenses as Agent may deem necessary or appropriate for the performance and fulfillment of its functions and powers pursuant to the Loan Documents.

15.2 Delegation of Duties. Agent may execute any of its duties under this Agreement or any other Loan Document by or through agents, employees or attorneys in fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. Agent shall not be responsible for the negligence or misconduct of any agent or attorney in fact that it selects as long as such selection was made without gross negligence or willful misconduct.

15.3 Liability of Agent. None of the Agent-Related Persons shall (a) be liable for any action taken or omitted to be taken by any of them under or in connection with this Agreement or any other Loan Document or the transactions contemplated hereby (except for its own gross negligence or willful misconduct), or (b) be responsible in any manner to any of the Lenders (or Bank Product Providers) for any recital, statement, representation or warranty made by Parent or any of its Subsidiaries or Affiliates, or any officer or director thereof, contained in this Agreement or in any other Loan Document, or in any certificate, report, statement or other document referred to or provided for in, or received by Agent under or in connection with, this Agreement or any other Loan Document, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document, or for any failure of Parent or its Subsidiaries or any other party to any Loan Document to perform its obligations hereunder or thereunder. No Agent-Related Person shall be under any obligation to any Lenders (or Bank Product Providers) to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the books and records or properties of Parent or its Subsidiaries. No Agent-Related Person shall have any liability to any Lender, any Loan Party or any of their respective Affiliates if any request for a Loan, Letter of Credit or other extension of credit was not authorized by the applicable Borrower. Agent shall not be required to take any action that, in its opinion or in the opinion of its counsel, may expose it to liability or that is contrary to any Loan Document or applicable law or regulation.

15.4 Reliance by Agent. Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, consent, certificate, affidavit, letter, telegram, facsimile or other electronic method of transmission, telex or telephone message, statement or other document or conversation believed by it to be genuine and correct and to have been signed, sent, or made by the proper Person or Persons, and upon advice and statements of legal counsel (including counsel to Borrowers or counsel to any Lender), independent accountants and other experts selected by Agent. Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless Agent shall first receive such advice or concurrence of the Lenders as it deems appropriate and until such instructions are received, Agent shall act, or refrain from acting, as it deems advisable. If Agent so requests, it shall first be

indemnified to its reasonable satisfaction by the Lenders (and, if it so elects, the Bank Product Providers) against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Loan Document in accordance with a request or consent of the Required Lenders and such request and any action taken or failure to act pursuant thereto shall be binding upon all of the Lenders (and Bank Product Providers).

15.5 Notice of Default or Event of Default. Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default, except with respect to defaults in the payment of principal, interest, fees, and expenses required to be paid to Agent for the account of the Lenders and, except with respect to Events of Default of which Agent has actual knowledge, unless Agent shall have received written notice from a Lender or Borrowers referring to this Agreement, describing such Default or Event of Default, and stating that such notice is a "notice of default." Agent promptly will notify the Lenders of its receipt of any such notice or of any Event of Default of which Agent has actual knowledge. If any Lender obtains actual knowledge of any Event of Default, such Lender promptly shall notify the other Lenders and Agent of such Event of Default. Each Lender shall be solely responsible for giving any notices to its Participants, if any. Subject to Section 15.4, Agent shall take such action with respect to such Default or Event of Default as may be requested by the Required Lenders in accordance with Section 9; provided, that unless and until Agent has received any such request, Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable.

15.6 Credit Decision. Each Lender (and Bank Product Provider) acknowledges that none of the Agent-Related Persons has made any representation or warranty to it, and that no act by Agent hereinafter taken, including any review of the affairs of Parent and its Subsidiaries or Affiliates, shall be deemed to constitute any representation or warranty by any Agent-Related Person to any Lender (or Bank Product Provider). Each Lender represents (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to represent) to Agent that it has, independently and without reliance upon any Agent-Related Person and based on such due diligence, documents and information as it has deemed appropriate, made its own appraisal of an investigation into the business, prospects, operations, property, financial and other condition and creditworthiness of each Borrower or any other Person party to a Loan Document, and all applicable bank regulatory laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to Borrowers. Each Lender also represents (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to represent) that it will, independently and without reliance upon any Agent-Related Person and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of each Borrower or any other Person party to a Loan Document. Except for notices, reports, and other documents expressly herein required to be furnished to the Lenders by Agent, Agent shall not have any duty or responsibility to provide any Lender (or Bank Product Provider) with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any Borrower or any other Person party to a Loan Document that may come into the possession of any of the Agent-

Related Persons. Each Lender acknowledges (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to acknowledge) that Agent does not have any duty or responsibility, either initially or on a continuing basis (except to the extent, if any, that is expressly specified herein) to provide such Lender (or Bank Product Provider) with any credit or other information with respect to any Borrower, its Affiliates or any of their respective business, legal, financial or other affairs, and irrespective of whether such information came into Agent's or its Affiliates' or representatives' possession before or after the date on which such Lender became a party to this Agreement (or such Bank Product Provider entered into a Bank Product Agreement).

15.7 Costs and Expenses; Indemnification. Agent may incur and pay Lender Group Expenses to the extent Agent reasonably deems necessary or appropriate for the performance and fulfillment of its functions, powers, and obligations pursuant to the Loan Documents, including court costs, attorneys' fees and expenses, fees and expenses of financial accountants, advisors, consultants, and appraisers, costs of collection by outside collection agencies, auctioneer fees and expenses, and costs of security guards or insurance premiums paid to maintain the Collateral, whether or not Borrowers are obligated to reimburse Agent or Lenders for such expenses pursuant to this Agreement or otherwise. Agent is authorized and directed to deduct and retain sufficient amounts from payments or proceeds of the Collateral received by Agent to reimburse Agent for such out-of-pocket costs and expenses prior to the distribution of any amounts to Lenders (or Bank Product Providers). In the event Agent is not reimbursed for such costs and expenses by Parent or its Subsidiaries, each Lender hereby agrees that it is and shall be obligated to pay to Agent such Lender's ratable share thereof. Whether or not the transactions contemplated hereby are consummated, each of the Lenders, on a ratable basis, shall indemnify and defend the Agent-Related Persons (to the extent not reimbursed by or on behalf of Borrowers and without limiting the obligation of Borrowers to do so) from and against any and all Indemnified Liabilities; provided, that no Lender shall be liable for the payment to any Agent-Related Person of any portion of such Indemnified Liabilities resulting solely from such Person's gross negligence, or willful misconduct nor shall any Lender be liable for the obligations of any Defaulting Lender in failing to make a Revolving Loan or other extension of credit hereunder. Without limitation of the foregoing, each Lender shall reimburse Agent upon demand for such Lender's ratable share of any costs or out of pocket expenses (including attorneys, accountants, advisors, and consultants fees and expenses) incurred by Agent in connection with the preparation, execution, delivery, administration, modification, amendment, or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement or any other Loan Document to the extent that Agent is not reimbursed for such expenses by or on behalf of Borrowers. The undertaking in this Section shall survive the payment of all Obligations hereunder and the resignation or replacement of Agent.

15.8 Agent in Individual Capacity. Wells Fargo and its Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, provide Bank Products to, acquire Equity Interests in, and generally engage in any kind of banking, trust, financial advisory, underwriting, or other business with Parent and its Subsidiaries and Affiliates and any other Person party to any Loan Document as though Wells Fargo were not Agent hereunder, and, in each case, without notice to or consent of the other members of the Lender Group. The other members of the Lender Group acknowledge (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to acknowledge) that, pursuant to such activities, Wells Fargo or its Affiliates may receive information regarding Parent or its Affiliates or any other Person party to

any Loan Documents that is subject to confidentiality obligations in favor of Parent or such other Person and that prohibit the disclosure of such information to the Lenders (or Bank Product Providers), and the Lenders acknowledge (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to acknowledge) that, in such circumstances (and in the absence of a waiver of such confidentiality obligations, which waiver Agent will use its reasonable best efforts to obtain), Agent shall not be under any obligation to provide such information to them. The terms "Lender" and "Lenders" include Wells Fargo in its individual capacity.

15.9 Successor Agent. Agent may resign as Agent upon 30 days (ten days if an Event of Default has occurred and is continuing) prior written notice to the Lenders (unless such notice is waived by the Required Lenders) and Borrowers (unless such notice is waived by Borrowers or a Default or Event of Default has occurred and is continuing) and without any notice to the Bank Product Providers. If Agent resigns under this Agreement, the Required Lenders shall be entitled, with (so long as no Event of Default has occurred and is continuing) the consent of Borrowers (such consent not to be unreasonably withheld, delayed, or conditioned), appoint a successor Agent for the Lenders (and the Bank Product Providers). If, at the time that Agent's resignation is effective, it is acting as Issuing Bank or the Swing Lender, such resignation shall also operate to effectuate its resignation as Issuing Bank or the Swing Lender, as applicable, and it shall automatically be relieved of any further obligation to issue Letters of Credit, or to make Swing Loans. If no successor Agent is appointed prior to the effective date of the resignation of Agent, Agent may appoint, after consulting with the Lenders and Borrowers, a successor Agent. If Agent has materially breached or failed to perform any material provision of this Agreement or of applicable law, the Required Lenders may agree in writing to remove and replace Agent with a successor Agent from among the Lenders with (so long as no Event of Default has occurred and is continuing) the consent of Borrowers (such consent not to be unreasonably withheld, delayed, or conditioned). In any such event, upon the acceptance of its appointment as successor Agent hereunder, such successor Agent shall succeed to all the rights, powers, and duties of the retiring Agent and the term "Agent" shall mean such successor Agent and the retiring Agent's appointment, powers, and duties as Agent shall be terminated. After any retiring Agent's resignation hereunder as Agent, the provisions of this Section 15 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under this Agreement. If no successor Agent has accepted appointment as Agent by the date which is 30 days following a retiring Agent's notice of resignation, the retiring Agent's resignation shall nevertheless thereupon become effective and the Lenders shall perform all of the duties of Agent hereunder until such time, if any, as the Lenders appoint a successor Agent as provided for above.

15.10 Lender in Individual Capacity. Any Lender and its respective Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, provide Bank Products to, acquire Equity Interests in and generally engage in any kind of banking, trust, financial advisory, underwriting, or other business with Parent and its Subsidiaries and Affiliates and any other Person party to any Loan Documents as though such Lender were not a Lender hereunder without notice to or consent of the other members of the Lender Group (or the Bank Product Providers). The other members of the Lender Group acknowledge (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to acknowledge) that, pursuant to such activities, such Lender and its respective Affiliates may receive information regarding Parent or its Affiliates or any other Person party to any Loan Documents that is subject to confidentiality obligations in favor of Parent or such other Person and that prohibit the disclosure of such

information to the Lenders, and the Lenders acknowledge (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to acknowledge) that, in such circumstances (and in the absence of a waiver of such confidentiality obligations, which waiver such Lender will use its reasonable best efforts to obtain), such Lender shall not be under any obligation to provide such information to them.

15.11 Collateral Matters.

(a) The Lenders hereby irrevocably authorize (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to authorize) Agent to release (or, in the case of clause (v), release or subordinate), and Agent agrees to release (or subordinate as applicable), any Lien on any Collateral (i) upon the termination of the Revolver Commitments and payment and satisfaction in full by Borrowers of all of the Obligations, (ii) constituting property being sold or disposed of if a release is required or desirable in connection therewith and if Borrowers certify to Agent that the sale or disposition thereof is permitted under Section 6.4 or the other Loan Documents (and Agent may rely conclusively on any such certificate, without further inquiry), (iii) constituting property in which Parent or its Subsidiaries did not own any interest at the time Agent's Lien was granted nor at any time thereafter, (iv) constituting property leased or licensed to Parent or its Subsidiaries under a lease or license that has expired or is terminated in a transaction permitted under this Agreement, (v) constituting assets or property subject, or to become subject to, a Lien permitted by clause (e), (f), (r) or (t) of the definition of "Permitted Lien", (vi) in connection with a credit bid or purchase authorized under this Section 15.11, or (vii) having a value of less than $5,000,000 in the aggregate during any calendar year; provided that anything to the contrary contained in any of the Loan Documents notwithstanding, no Lien on any Collateral shall be released if a Default or Event of Default pursuant to Section 8.1 due failure to comply with Section 2.4(e)(i) exists or would be caused thereby. If Agent releases any Lien pursuant to the foregoing sentence on any motor vehicles (including Fleet Assets), then Agent shall request certificates of title with respect to such motor vehicles from the Custodian in possession of such certificates of title and, upon receipt of such certificates of title, Agent will promptly deliver such certificates of title to the Administrative Borrower. The Loan Parties and the Lenders hereby irrevocably authorize (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to authorize) Agent, based upon the instruction of the Required Lenders, to (a) consent to the sale of, credit bid, or purchase (either directly or indirectly through one or more entities) all or any portion of the Collateral at any sale thereof conducted under the provisions of the Bankruptcy Code, including Section 363 of the Bankruptcy Code, or any other Insolvency Law, as applicable, (b) credit bid or purchase (either directly or indirectly through one or more entities) all or any portion of the Collateral at any sale or other disposition thereof conducted under the provisions of the Code, including pursuant to Section 9-610 or 9-620 of the Code or the PPSA or CCQ, as applicable, or (c) credit bid or purchase (either directly or indirectly through one or more entities) all or any portion of the Collateral at any other sale or foreclosure conducted or consented to by Agent in accordance with applicable law in any judicial action or proceeding or by the exercise of any legal or equitable remedy. In connection with any such credit bid or purchase, (i) the Obligations owed to the Lenders and the Bank Product Providers shall be entitled to be, and shall be, credit bid on a ratable basis (with Obligations with respect to contingent or unliquidated claims being estimated for such purpose if the fixing or liquidation thereof would not impair or unduly delay the ability of Agent to credit bid or purchase at such sale or other disposition of the Collateral and, if such contingent or unliquidated claims

cannot be estimated without impairing or unduly delaying the ability of Agent to credit bid at such sale or other disposition, then such claims shall be disregarded, not credit bid, and not entitled to any interest in the Collateral that is the subject of such credit bid or purchase) and the Lenders and the Bank Product Providers whose Obligations are credit bid shall be entitled to receive interests (ratably based upon the proportion of their Obligations credit bid in relation to the aggregate amount of Obligations so credit bid) in the Collateral that is the subject of such credit bid or purchase (or in the Equity Interests of the any entities that are used to consummate such credit bid or purchase), and (ii) Agent, based upon the instruction of the Required Lenders, may accept non-cash consideration, including debt and equity securities issued by any entities used to consummate such credit bid or purchase and in connection therewith Agent may reduce the Obligations owed to the Lenders and the Bank Product Providers (ratably based upon the proportion of their Obligations credit bid in relation to the aggregate amount of Obligations so credit bid) based upon the value of such non-cash consideration. Except as provided above, Agent will not execute and deliver a release of any Lien on any Collateral without the prior written authorization of (y) if the release is of all or substantially all of the Collateral, all of the Lenders (without requiring the authorization of the Bank Product Providers), or (z) otherwise, the Required Lenders (without requiring the authorization of the Bank Product Providers). Upon request by Agent or Borrowers at any time, the Lenders will (and if so requested, the Bank Product Providers will) confirm in writing Agent's authority to release any such Liens on particular types or items of Collateral pursuant to this Section 15.11; provided, that (1) anything to the contrary contained in any of the Loan Documents notwithstanding, Agent shall not be required to execute any document or take any action necessary to evidence such release on terms that, in Agent's opinion, could expose Agent to liability or create any obligation or entail any consequence other than the release of such Lien without recourse, representation, or warranty, and (2) such release shall not in any manner discharge, affect, or impair the Obligations or any Liens (other than those expressly released) upon (or obligations of Borrowers in respect of) any and all interests retained by any Borrower, including, the proceeds of any sale, all of which shall continue to constitute part of the Collateral. Each Lender further hereby irrevocably authorizes (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to irrevocably authorize) Agent, at its option and in its sole discretion, to subordinate any Lien granted to or held by Agent under any Loan Document to the holder of any Permitted Lien on such property if such Permitted Lien secures Permitted Purchase Money Indebtedness. Notwithstanding the provisions of this Section 15.11, Agent shall be authorized, without the consent of any Lender and without the requirement that an asset sale consisting of the sale, transfer or other disposition having occurred, to release any security interest in any building, structure or improvement located in an area determined by the Federal Emergency Management Agency to have special flood hazards provided that such building, structure or improvement has an immaterial fair market value.

(b) Agent shall have no obligation whatsoever to any of the Lenders (or the Bank Product Providers) (i) to verify or assure that the Collateral exists or is owned by Parent or its Subsidiaries or is cared for, protected, or insured or has been encumbered, (ii) to verify or assure that Agent's Liens have been properly or sufficiently or lawfully created, perfected, protected, or enforced or are entitled to any particular priority, (iii) [reserved], (iv) to impose, maintain, increase, reduce, implement, or eliminate any particular reserve hereunder or to determine whether the amount of any reserve is appropriate or not, or (v) to exercise at all or in any particular manner or under any duty of care, disclosure or fidelity, or to continue exercising, any of the rights, authorities and powers granted or available to Agent pursuant to any of the Loan Documents, it being

understood and agreed that in respect of the Collateral, or any act, omission, or event related thereto, subject to the terms and conditions contained herein, Agent may act in any manner it may deem appropriate, in its sole discretion given Agent's own interest in the Collateral in its capacity as one of the Lenders and that Agent shall have no other duty or liability whatsoever to any Lender (or Bank Product Provider) as to any of the foregoing, except as otherwise expressly provided herein.

15.12 Restrictions on Actions by Lenders; Sharing of Payments.

(a) Each of the Lenders agrees that it shall not, without the express written consent of Agent, and that it shall, to the extent it is lawfully entitled to do so, upon the written request of Agent, set off against the Obligations, any amounts owing by such Lender to Parent or its Subsidiaries or any deposit accounts of Parent or its Subsidiaries now or hereafter maintained with such Lender. Each of the Lenders further agrees that it shall not, unless specifically requested to do so in writing by Agent, take or cause to be taken any action, including, the commencement of any legal or equitable proceedings to enforce any Loan Document against any Borrower or any Guarantor or to foreclose any Lien on, or otherwise enforce any security interest in, any of the Collateral.

(b) If, at any time or times any Lender shall receive (i) by payment, foreclosure, enforcement, setoff, or otherwise, any proceeds of Collateral or any payments with respect to the Obligations, except for any such proceeds or payments received by such Lender from Agent pursuant to the terms of this Agreement, or (ii) payments from Agent in excess of such Lender's Pro Rata Share of all such distributions by Agent, such Lender promptly shall (A) turn the same over to Agent, in kind, and with such endorsements as may be required to negotiate the same to Agent, or in immediately available funds, as applicable, for the account of all of the Lenders and for application to the Obligations in accordance with the applicable provisions of this Agreement, or (B) purchase, without recourse or warranty, an undivided interest and participation in the Obligations owed to the other Lenders so that such excess payment received shall be applied ratably as among the Lenders in accordance with their Pro Rata Shares; provided, that to the extent that such excess payment received by the purchasing party is thereafter recovered from it, those purchases of participations shall be rescinded in whole or in part, as applicable, and the applicable portion of the purchase price paid therefor shall be returned to such purchasing party, but without interest except to the extent that such purchasing party is required to pay interest in connection with the recovery of the excess payment.

15.13 Agency for Perfection. Agent hereby appoints each other Lender (and each Bank Product Provider) as its agent (and each Lender hereby accepts (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to accept) such appointment) for the purpose of perfecting Agent's Liens in assets which, in accordance with Article 8 or Article 9, as applicable, of the Code, the PPSA or the STA, as applicable, can be perfected by possession or control. Should any Lender obtain possession or control of any such Collateral, such Lender shall notify Agent thereof, and, promptly upon Agent's request therefor shall deliver possession or control of such Collateral to Agent or in accordance with Agent's instructions.

15.14 Payments by Agent to the Lenders. All payments to be made by Agent to the Lenders (or Bank Product Providers) shall be made by bank wire transfer of immediately available

funds pursuant to such wire transfer instructions as each party may designate for itself by written notice to Agent. Concurrently with each such payment, Agent shall identify whether such payment (or any portion thereof) represents principal, premium, fees, or interest of the Obligations.

15.15 Concerning the Collateral and Related Loan Documents. Each member of the Lender Group authorizes and directs Agent to enter into this Agreement and the other Loan Documents. Each member of the Lender Group agrees (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to agree) that any action taken by Agent in accordance with the terms of this Agreement or the other Loan Documents relating to the Collateral and the exercise by Agent of its powers set forth therein or herein, together with such other powers that are reasonably incidental thereto, shall be binding upon all of the Lenders (and such Bank Product Provider).

15.16 Certain Reports; Confidentiality; Disclaimers by Lenders; Other Reports and Information. By becoming a party to this Agreement, each Lender:

(a) is deemed to have requested that Agent furnish such Lender, promptly after it becomes available, (i) a copy of each field examination report respecting Parent or its Subsidiaries, and (ii) a copy of each appraisal of the Collateral obtained by Agent (each, a "Report") prepared by or at the request of Agent, and Agent shall so furnish each Lender with such Reports,

(b) expressly agrees and acknowledges that Agent does not (i) make any representation or warranty as to the accuracy of any Report, and (ii) shall not be liable for any information contained in any Report,

(c) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that Agent or other party performing any field examination will inspect only specific information regarding Parent and its Subsidiaries and will rely significantly upon Parent's and its Subsidiaries' books and records, as well as on representations of Borrowers' personnel,

(d) agrees to keep all Reports and other material, non-public information regarding Parent and its Subsidiaries and their operations, assets, and existing and contemplated business plans in a confidential manner in accordance with Section 17.9, and

(e) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold Agent and any other Lender preparing a Report harmless from any action the indemnifying Lender may take or fail to take or any conclusion the indemnifying Lender may reach or draw from any Report in connection with any loans or other credit accommodations that the indemnifying Lender has made or may make to Borrowers, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a loan or loans of Borrowers, and (ii) to pay and protect, and indemnify, defend and hold Agent, and any such other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including, attorneys' fees and costs) incurred by Agent and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

(f) In addition to the foregoing, (i) any Lender may from time to time request of Agent in writing that Agent provide to such Lender a copy of any report or document provided by Parent or its Subsidiaries to Agent that has not been contemporaneously provided by Parent or such Subsidiary to such Lender, and, upon receipt of such request, Agent promptly shall provide a copy of same to such Lender, (ii) to the extent that Agent is entitled, under any provision of the Loan Documents, to request additional reports or information from Parent its Subsidiaries, any Lender may, from time to time, reasonably request Agent to exercise such right as specified in such Lender's notice to Agent, whereupon Agent promptly shall request of Borrowers the additional reports or information reasonably specified by such Lender, and, upon receipt thereof from Parent or such Subsidiary, Agent promptly shall provide a copy of same to such Lender, and (iii) any time that Agent renders to Borrowers a statement regarding the Loan Account, Agent shall send a copy of such statement to each Lender.

15.17 Several Obligations; No Liability. Notwithstanding that certain of the Loan Documents now or hereafter may have been or will be executed only by or in favor of Agent in its capacity as such, and not by or in favor of the Lenders, any and all obligations on the part of Agent (if any) to make any credit available hereunder shall constitute the several (and not joint) obligations of the respective Lenders on a ratable basis, according to their respective Revolver Commitments, to make an amount of such credit not to exceed, in principal amount, at any one time outstanding, the amount of their respective Revolver Commitments. Nothing contained herein shall confer upon any Lender any interest in, or subject any Lender to any liability for, or in respect of, the business, assets, profits, losses, or liabilities of any other Lender. Each Lender shall be solely responsible for notifying its Participants of any matters relating to the Loan Documents to the extent any such notice may be required, and no Lender shall have any obligation, duty, or liability to any Participant of any other Lender. Except as provided in Section 15.7, no member of the Lender Group shall have any liability for the acts of any other member of the Lender Group. No Lender shall be responsible to any Borrower or any other Person for any failure by any other Lender (or Bank Product Provider) to fulfill its obligations to make credit available hereunder, nor to advance for such Lender (or Bank Product Provider) or on its behalf, nor to take any other action on behalf of such Lender (or Bank Product Provider) hereunder or in connection with the financing contemplated herein.

15.18 Agent acting as Hypothecary Representative. Without limiting the powers of the Agent under this Agreement and the Canadian Guarantee and Security Agreement, for the purposes of holding any hypothec granted by any Canadian Loan Party pursuant to the laws of the Province of Quebec, each Canadian Loan Party and Lender hereby irrevocably appoints and authorizes the Agent and, to the extent necessary, ratifies the appointment and authorization of the Agent, to act as the hypothecary representative of the Canadian Loan Parties and the Lenders as contemplated under Article 2692 of the CCQ, and to enter into, to take and to hold on its behalf, and for its benefit, any such hypothec, and to exercise the powers and duties that are conferred upon the Agent under any hypothec. The Agent shall (a) have the sole and exclusive right and authority to exercise, except as otherwise specifically restricted by this Agreement, all rights and remedies given to the Agent pursuant to any such hypothec, applicable law or otherwise, (b) benefit from and be subject to all provisions of this Agreement with respect to the Agent mutatis mutandis in its capacity as hypothecary representative, including all such provisions with respect to the liability or responsibility to and indemnification by the Canadian Loan Parties and the Lenders, and (c) be entitled to delegate from time to time any of its powers or duties under any hypothec on

such terms and conditions as it may determine from time to time. Any Person who becomes a Lender will, by its execution of an Assignment and Acceptance, be deemed to have consented to and confirmed the Agent as the Person acting as hypothecary representative holding those hypothecs and to have ratified, as of the date it becomes a Lender, all actions taken by the Agent in that capacity. The appointment of a successor Agent pursuant to this Agreement also constitutes the appointment of a successor hypothecary representative under this Section. Notwithstanding anything in this Agreement to the contrary, this Section 15.18 is governed by the laws of the Province of Quebec and the federal laws of Canada applicable in Quebec.

16. WITHHOLDING TAXES.

16.1 Payments. All payments made by or on account of any obligation of a Loan Party hereunder or under any note or other Loan Document will be made without setoff, counterclaim, or other defense. In addition, all such payments will be made free and clear of, and without deduction or withholding for, any present or future Taxes, except as required by law, and in the event any deduction or withholding of Taxes is required by applicable law, Borrowers shall comply with the next sentence of this Section 16.1. If any Taxes are required to be so withheld or deducted, Borrowers shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then, Borrowers agree to pay the full amount of such Indemnified Taxes and such additional amounts as may be necessary so that every payment of all amounts due under this Agreement, any note, or Loan Document, including any amount paid pursuant to this Section 16.1 after withholding or deduction for or on account of any Indemnified Taxes, will not be less than the amount provided for herein; provided, that Borrowers shall not be required to increase any such amounts to the extent that the increase in such amount payable results from Agent's or such Lender's own willful misconduct, gross negligence or bad faith (as finally determined by a court of competent jurisdiction). If the forms or other documentation required by Section 16.2(a), 16.2(c) or 16.2(d) are not delivered to Administrative Borrower, then Borrowers may withhold from any interest payment to such Lender not providing such forms or other documentation an amount equivalent to the applicable withholding tax. Borrowers will furnish to Agent as promptly as practicable after the date the payment of any Indemnified Tax is due pursuant to applicable law, certified copies of tax receipts evidencing such payment by Borrowers or other documentation reasonably acceptable to Agent. Borrowers agree to pay, or at the option of Agent timely reimburse it for the payment of, any Other Taxes. Borrowers shall indemnify Agent, Issuing Bank or any Lender, within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Person or required to be withheld or deducted from a payment to such Person and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to Administrative Borrower by a Lender (with a copy to Agent), or by Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

16.2 Exemptions.

(a) Each Lender or Participant agrees with and in favor of Agent and Borrowers, to deliver to Agent and Administrative Borrower (or, in the case of a Participant, to

the Lender granting the participation) one of the following (in each case originally signed) before receiving its first payment under this Agreement (and from time to time thereafter upon the reasonable request of Borrowers or Agent):

(i) if such Lender or Participant is entitled to claim an exemption from United States withholding tax pursuant to the portfolio interest exception, (A) a statement of the Lender or Participant, signed under penalty of perjury, that it is not (I) a "bank" as described in Section 881(c)(3)(A) of the IRC, (II) a 10% shareholder of Borrowers (within the meaning of Section 871(h)(3)(B) of the IRC), or (III) a controlled foreign corporation related to Borrowers within the meaning of Section 864(d)(4) of the IRC, and (B) a properly completed and executed IRS Form W 8BEN, Form W-8BEN-E or Form W-8IMY (with proper attachments);

(ii) if such Lender or Participant is entitled to claim an exemption from, or a reduction of, withholding tax under a United States tax treaty, a properly completed and executed copy of IRS Form W-8BEN or Form W-8BEN-E;

(iii) if such Lender or Participant is entitled to claim that interest paid under this Agreement is exempt from United States withholding tax because it is effectively connected with a United States trade or business of such Lender or Participant, a properly completed and executed copy of IRS Form W-8ECI;

(iv) if such Lender or Participant is not the beneficial owner of payments made under any Loan Document, (A) a properly completed and executed copy of IRS Form W-8IMY (with proper attachments), and (B) the relevant forms described in clauses (i), (ii), (iii) and (v) of this Section 16.2 that would be required of each such beneficial owner, if such beneficial owner were a Lender or Participant; or

(v) if such Lender or Participant is a U.S. Person (as defined in Section 7701(a)(30) of the IRC) a properly completed and executed copy of IRS Form W-9 certifying that such Lender or Participant is exempt from U.S. federal backup withholding tax.

(b) Each Lender or Participant shall on or prior to the date on which it becomes a Lender or Participant hereunder provide the above forms (and from time to time thereafter upon the reasonable request of Agent or Administrative Borrower) and shall provide new forms (or successor forms) upon the expiration or obsolescence of any previously delivered forms and will promptly notify Agent and Administrative Borrower of any change in circumstances which would modify or render invalid any claimed exemption or reduction.

(c) In the case of a Lender or Participant that would be subject to Tax imposed by FATCA on payments made under this Agreement or any other Loan Document if such Lender or Participant fails to comply with the applicable reporting requirements of FATCA, such Lender or Participant shall provide such documentation prescribed by applicable law and such additional documentation reasonably requested by Borrowers or Agent (which, in the case of a Participant, shall be provided to the Lender granting the participation) as may be necessary for Borrowers or Agent to comply with its obligations under FATCA and to determine that such Lender or

Participant has complied with such Lender's or such Participant's obligations under FATCA or to determine the amount to deduct and withhold from any such payments. Solely for purposes of this Section 16.2(c), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(d) If a Lender or Participant is entitled to an exemption from or reduction in withholding tax in a jurisdiction other than the United States, such Lender or such Participant agrees with and in favor of Agent, to deliver to Agent and Administrative Borrower (which, in the case of a Participant, shall be provided to the Lender granting the participation) any such form or forms, as may be required under the laws of such jurisdiction as a condition to exemption from, or reduction of, foreign withholding or backup withholding tax before receiving its first payment under this Agreement (and from time to time thereafter upon the reasonable request of Agent or Administrative Borrower), but only if such Lender or such Participant is legally able to deliver such forms. In addition, any Lender or Participant, if reasonably requested by Agent or Administrative Borrower, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Administrative Borrower or Agent as will enable the Loan Parties or Agent to determine whether or not such Lender or Participant is subject to backup withholding or information reporting obligations. Each Lender and each Participant shall provide new forms (or successor forms) upon the expiration or obsolescence of any previously delivered forms and shall promptly notify Agent and Administrative Borrower of any change in circumstances which would modify or render invalid any claimed exemption or reduction. Notwithstanding anything to the contrary in the preceding three sentences, nothing in this Section 16.2(d) shall require a Lender or Participant to disclose any information that it reasonably deems to be confidential (including its tax returns) or any documentation or information that, in the Lender's or Participant's reasonable judgment, the completion, execution or submission of which would subject such Lender or Participant to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender or Participant.

(e) If a Lender or Participant claims exemption from, or reduction of, withholding tax and such Lender or Participant sells, assigns, grants a participation in, or otherwise transfers all or part of the Obligations of Borrowers to such Lender or Participant, such Lender or Participant agrees to notify Agent and Administrative Borrower (or, in the case of a Participant, the Lender granting the participation) of the percentage amount in which it is no longer the beneficial owner of Obligations of Borrowers to such Lender or Participant. To the extent of such percentage amount, Agent and Borrowers will treat such Lender's or such Participant's documentation provided pursuant to Section 16.2(a), 16.2(c) or 16.2(d) as no longer valid. With respect to such percentage amount, such Participant or Assignee shall provide new documentation, pursuant to Section 16.2(a), 16.2(c) or 16.2(d), if applicable. Upon the reasonable request of Agent, a Lender shall also provide to Agent documentation provided to such Lender by a Participant pursuant to Section 16.2(a) or 16.2(c). Borrowers agree that each Participant shall be entitled to the benefits of this Section 16 with respect to its participation in any portion of the Revolver Commitments and the Obligations so long as such Participant complies with the obligations set forth in this Section 16 with respect thereto and provided that a Participant shall not be entitled to any additional amounts pursuant to this Section 16 in excess of the amount to which Lender granting the participation would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation.

16.3 Reductions.

(a) If a Lender or a Participant is entitled to a reduction in the applicable withholding tax, Agent (or, in the case of a Participant, the Lender granting the participation or Agent) may withhold from any interest payment to such Lender or such Participant an amount equivalent to the applicable withholding tax after taking into account such reduction. If the forms or other documentation required by Section 16.2(a), 16.2(c) or 16.2(d) are not delivered to Agent (and, in the case of a Participant, to the Lender granting the participation or Agent), then Agent (and, in the case of a Participant, the Lender granting the participation or Agent) may withhold from any interest payment to such Lender or such Participant not providing such forms or other documentation an amount equivalent to the applicable withholding tax.

(b) If the IRS or any other Governmental Authority of the United States or other jurisdiction asserts a claim that Agent (or, in the case of a Participant, the Lender granting the participation or Agent) did not properly withhold tax from amounts paid to or for the account of any Lender or any Participant due to a failure on the part of the Lender or any Participant (because the appropriate form was not delivered, was not properly executed, or because such Lender failed to notify Agent (or such Participant failed to notify the Lender granting the participation or Agent) of a change in circumstances which rendered the exemption from, or reduction of, withholding tax ineffective, or for any other reason) such Lender shall indemnify and hold Agent harmless (and, in the case of a Participant, such Participant shall indemnify and hold the Lender granting the participation harmless) for all amounts paid, directly or indirectly, by Agent (and, in the case of a Participant, the Lender granting the participation or Agent), as tax or otherwise, including penalties and interest, and including any taxes imposed by any jurisdiction on the amounts payable to Agent (and, in the case of a Participant, to the Lender granting the participation or Agent only) under this Section 16, together with all costs and expenses (including attorneys' fees and expenses). The obligation of the Lenders and the Participants under this subsection shall survive the payment of all Obligations and the resignation or replacement of Agent.

16.4 Refunds. If Agent or a Lender determines, in its sole discretion, that it has received a refund of any Indemnified Taxes paid by the Borrowers pursuant to this Section 16, so long as no Default or Event of Default has occurred and is continuing, it shall pay over such refund to Borrowers (but only to the extent of payments made, or additional amounts paid, by Borrowers under this Section 16 with respect to Indemnified Taxes giving rise to such a refund), net of all out-of-pocket expenses (including Taxes) of Agent or such Lender and without interest (other than any interest paid by the applicable Governmental Authority with respect to such a refund); provided, that Borrowers, upon the request of Agent or such Lender, agree to repay the amount paid over to Borrowers (plus any penalties, interest or other charges, imposed by the applicable Governmental Authority, other than such penalties, interest or other charges imposed as a result of the willful misconduct, gross negligence of Agent hereunder as finally determined by a court of competent jurisdiction) to Agent or such Lender in the event Agent or such Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything in this Agreement to the contrary, this Section 16 shall not be construed to require Agent or any Lender to make available its tax returns (or any other information which it deems confidential) to Borrowers or any other Person or require Agent or any Lender to pay any amount to an indemnifying party pursuant to Section 16.4, the payment of which would place Agent or such Lender (or their Affiliates) in a less favorable net after-Tax position than such Person would have been in if the

Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid.

16.5 Survival. Each party's obligations under this Section 16 shall survive the resignation or replacement of Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Revolver Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

17. GENERAL PROVISIONS.

17.1 Effectiveness. This Agreement shall be binding and deemed effective when executed by Parent, each Borrower, Agent, and each Lender whose signature is provided for on the signature pages hereof.

17.2 Section Headings. Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each Section applies equally to this entire Agreement.

17.3 Interpretation. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed against the Lender Group or Parent or any Borrower, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of all parties hereto.

17.4 Severability of Provisions. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

17.5 Bank Product Providers. Each Bank Product Provider in its capacity as such shall be deemed a third party beneficiary hereof and of the provisions of the other Loan Documents for purposes of any reference in a Loan Document to the parties for whom Agent is acting. Agent hereby agrees to act as agent for such Bank Product Providers and, by virtue of entering into a Bank Product Agreement, the applicable Bank Product Provider shall be automatically deemed to have appointed Agent as its agent and to have accepted the benefits of the Loan Documents. It is understood and agreed that the rights and benefits of each Bank Product Provider under the Loan Documents consist exclusively of such Bank Product Provider's being a beneficiary of the Liens and security interests (and, if applicable, guarantees) granted to Agent and the right to share in payments and collections out of the Collateral as more fully set forth herein. In addition, each Bank Product Provider, by virtue of entering into a Bank Product Agreement, shall be automatically deemed to have agreed that Agent shall have the right, but shall have no obligation, to establish, maintain, relax, or release reserves in respect of the Bank Product Obligations and that if reserves are established there is no obligation on the part of Agent to determine or insure whether the amount of any such reserve is appropriate or not. In connection with any such distribution of payments or proceeds of Collateral, Agent shall be entitled to assume no amounts are due or owing to any Bank Product Provider unless such Bank Product Provider has provided a written certification (setting forth a reasonably detailed calculation) to Agent as to the amounts

that are due and owing to it and such written certification is received by Agent a reasonable period of time prior to the making of such distribution. Agent shall have no obligation to calculate the amount due and payable with respect to any Bank Products, but may rely upon the written certification of the amount due and payable from the applicable Bank Product Provider. In the absence of an updated certification, Agent shall be entitled to assume that the amount due and payable to the applicable Bank Product Provider is the amount last certified to Agent by such Bank Product Provider as being due and payable (less any distributions made to such Bank Product Provider on account thereof). Borrowers may obtain Bank Products from any Bank Product Provider, although Borrowers are not required to do so. Each Borrower acknowledges and agrees that no Bank Product Provider has committed to provide any Bank Products and that the providing of Bank Products by any Bank Product Provider is in the sole and absolute discretion of such Bank Product Provider. Notwithstanding anything to the contrary in this Agreement or any other Loan Document, no provider or holder of any Bank Product shall have any voting or approval rights hereunder (or be deemed a Lender) solely by virtue of its status as the provider or holder of such agreements or products or the Obligations owing thereunder, nor shall the consent of any such provider or holder be required (other than in their capacities as Lenders, to the extent applicable) for any matter hereunder or under any of the other Loan Documents, including as to any matter relating to the Collateral or the release of Collateral or Guarantors.

17.6 Debtor-Creditor Relationship. The relationship between the Lenders and Agent, on the one hand, and the Loan Parties, on the other hand, is solely that of creditor and debtor. No member of the Lender Group has (or shall be deemed to have) any fiduciary relationship or duty to any Loan Party arising out of or in connection with the Loan Documents or the transactions contemplated thereby, and there is no agency or joint venture relationship between the members of the Lender Group, on the one hand, and the Loan Parties, on the other hand, by virtue of any Loan Document or any transaction contemplated therein. Each Borrower and each other Loan Party and its Subsidiaries acknowledges that its business and financial relationships with the Lenders are unique from its relationship with any other of its creditors. Each Borrower and each other Loan Party and its Subsidiaries agrees that it shall not file any plan of arrangement under the CCAA or proposal under the BIA which provides for, or would permit, directly or indirectly, the Lenders to be classified with any other creditors of such Borrower and each other Loan Party and its Subsidiaries for purposes of such CCAA plan of arrangement, BIA proposal or otherwise.

17.7 Counterparts; Electronic Execution. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, as in effect from time to time, state enactments of the Uniform Electronic Transactions Act, as in effect from time to time, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Agreement. Any party delivering an executed counterpart of this Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually

executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement. The foregoing shall apply to each other Loan Document, and any notice delivered hereunder or thereunder, *mutatis mutandis*.

17.8 Revival and Reinstatement of Obligations; Certain Waivers. If any member of the Lender Group or any Bank Product Provider repays, refunds, restores, or returns in whole or in part, any payment or property (including any proceeds of Collateral) previously paid or transferred to such member of the Lender Group or such Bank Product Provider in full or partial satisfaction of any Obligation or on account of any other obligation of any Loan Party under any Loan Document or any Bank Product Agreement, because the payment, transfer, or the incurrence of the obligation so satisfied is asserted or declared to be void, voidable, or otherwise recoverable under any law relating to creditors' rights, including provisions of the Bankruptcy Code or any other Insolvency Law relating to fraudulent transfers, preferences, transfers at undervalue or other voidable or recoverable obligations or transfers (each, a "Voidable Transfer"), or because such member of the Lender Group or Bank Product Provider elects to do so on the reasonable advice of its counsel in connection with a claim that the payment, transfer, or incurrence is or may be a Voidable Transfer, then, as to any such Voidable Transfer, or the amount thereof that such member of the Lender Group or Bank Product Provider elects to repay, restore, or return (including pursuant to a settlement of any claim in respect thereof), and as to all reasonable costs, expenses, and attorneys' fees of such member of the Lender Group or Bank Product Provider related thereto, (i) the liability of the Loan Parties with respect to the amount or property paid, refunded, restored, or returned will automatically and immediately be revived, reinstated, and restored and will exist, and (ii) Agent's Liens securing such liability shall be effective, revived, and remain in full force and effect, in each case, as fully as if such Voidable Transfer had never been made. If, prior to any of the foregoing, (A) Agent's Liens shall have been released or terminated, or (B) any provision of this Agreement shall have been terminated or cancelled, Agent's Liens, or such provision of this Agreement, shall be reinstated in full force and effect and such prior release, termination, cancellation or surrender shall not diminish, release, discharge, impair or otherwise affect the obligation of any Loan Party in respect of such liability or any Collateral securing such liability. This provision shall survive the termination of this Agreement and the repayment in full of the Obligations.

17.9 Confidentiality.

(a) Agent and Lenders each individually (and not jointly or jointly and severally) agree that material, non-public information regarding Parent and its Subsidiaries, their operations, assets, and existing and contemplated business plans ("Confidential Information") shall be treated by Agent and the Lenders in a confidential manner, and shall not be disclosed by Agent and the Lenders to Persons who are not parties to this Agreement, except: (i) to attorneys for and other advisors, accountants, auditors, and consultants to any member of the Lender Group and to employees, directors and officers of any member of the Lender Group (the Persons in this clause (i), "Lender Group Representatives") on a "need to know" basis in connection with this Agreement and the transactions contemplated hereby and on a confidential basis, (ii) to Subsidiaries and Affiliates of any member of the Lender Group (including the Bank Product Providers), provided that any such Subsidiary or Affiliate shall have agreed to receive such information hereunder subject to the terms of this Section 17.9, (iii) as may be required by regulatory authorities so long as such authorities are informed of the confidential nature of such information, (iv) as may be

required by statute, decision, or judicial or administrative order, rule, or regulation; provided, that (x) prior to any disclosure under this clause (iv), the disclosing party agrees to provide Borrowers with prior notice thereof, to the extent that it is practicable to do so and to the extent that the disclosing party is permitted to provide such prior notice to Borrowers pursuant to the terms of the applicable statute, decision, or judicial or administrative order, rule, or regulation, and (y) any disclosure under this clause (iv) shall be limited to the portion of the Confidential Information as may be required by such statute, decision, or judicial or administrative order, rule, or regulation, (v) as may be agreed to in advance in writing by Borrowers, (vi) as requested or required by any Governmental Authority pursuant to any subpoena or other legal process, provided, that (x) prior to any disclosure under this clause (vi) the disclosing party agrees to provide Borrowers with prior written notice thereof, to the extent that it is practicable to do so and to the extent that the disclosing party is permitted to provide such prior written notice to Borrowers pursuant to the terms of the subpoena or other legal process, and (y) any disclosure under this clause (vi) shall be limited to the portion of the Confidential Information as may be required by such Governmental Authority pursuant to such subpoena or other legal process, (vii) as to any such information that is or becomes generally available to the public (other than as a result of prohibited disclosure by Agent or the Lenders or the Lender Group Representatives), (viii) in connection with any assignment, participation or pledge of any Lender's interest under this Agreement, provided that prior to receipt of Confidential Information any such assignee, participant, or pledgee shall have agreed in writing to receive such Confidential Information either subject to the terms of this Section 17.9 or pursuant to confidentiality requirements substantially similar to those contained in this Section 17.9 (and such Person may disclose such Confidential Information to Persons employed or engaged by them as described in clause (i) above), (ix) in connection with any litigation or other adversary proceeding involving parties hereto which such litigation or adversary proceeding involves claims related to the rights or duties of such parties under this Agreement or the other Loan Documents; provided, that prior to any disclosure to any Person (other than any Loan Party, Agent, any Lender, any of their respective Affiliates, or their respective counsel) under this clause (ix) with respect to litigation involving any Person (other than any Borrower, Agent, any Lender, any of their respective Affiliates, or their respective counsel), the disclosing party agrees to provide Borrowers with prior written notice thereof, and (x) in connection with, and to the extent reasonably necessary for, the exercise of any secured creditor remedy under this Agreement or under any other Loan Document.

(b) Anything in this Agreement to the contrary notwithstanding, (i) Agent may disclose information concerning the terms and conditions of this Agreement and the other Loan Documents to loan syndication and pricing reporting services, and (ii) Agent may disclose information concerning the terms and conditions of this Agreement in its marketing or promotional materials, with such information to consist of deal terms and other information customarily found in such publications or marketing or promotional materials and may otherwise use the name, logos, and other insignia of any Borrower or the other Loan Parties and the Revolver Commitments provided hereunder in any "tombstone" or other advertisements, on its website or in other marketing materials of the Agent. No Lender may make any such announcement without the prior written consent of Agent (such consent of Agent to be given or withheld in Agent's sole and absolute discretion).

(c) The Loan Parties hereby acknowledge that Agent or its Affiliates may make available to the Lenders materials or information provided by or on behalf of Borrowers hereunder

(collectively, "Borrower Materials") by posting the Borrower Materials on IntraLinks, SyndTrak or another similar electronic system (the "Platform"). The Platform is provided "as is" and "as available". Agent does not warrant the accuracy or completeness of the Borrower Materials, or the adequacy of the Platform and expressly disclaim liability for errors or omissions in the communications. No warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third party rights or freedom from viruses or other code defects, is made by Agent in connection with the Borrower Materials or the Platform. In no event shall Agent or any of the Agent-Related Persons have any liability to the Loan Parties, any Lender or any other person for damages of any kind, including direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of any Loan Party's or Agent's transmission of communications through the Internet, except to the extent the liability of such person is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from such person's gross negligence or willful misconduct. The Loan Parties hereby acknowledge that certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to the Loan Parties or their securities). The Loan Parties shall be deemed to have authorized Agent and its Affiliates and the Lenders to treat Borrower Materials marked "PUBLIC" or otherwise at any time filed with the SEC as not containing any material non-public information with respect to the Loan Parties or their securities for purposes of United States federal and state securities laws. All Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated as "Public Investor" (or another similar term). Agent and its Affiliates and the Lenders shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" or that are not at any time filed with the SEC as being suitable only for posting on a portion of the Platform not marked as "Public Investor" (or such other similar term).

17.10 Survival. All representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that Agent, Issuing Bank, or any Lender may have had notice or knowledge of any Default or Event of Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of, or any accrued interest on, any Loan or any fee or any other amount payable under this Agreement is outstanding or unpaid or any Letter of Credit is outstanding and so long as the Revolver Commitments have not expired or been terminated.

17.11 Patriot Act, Due Diligence. Each Lender that is subject to the requirements of the Patriot Act hereby notifies the Loan Parties that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender to identify each Loan Party in accordance with the Patriot Act. In addition, Agent and each Lender shall have the right to periodically conduct due diligence on all Loan Parties, their senior management and key principals and legal and beneficial owners, including (a) Patriot Act searches, OFAC/PEP searches, and customary individual background checks for the Loan Parties, (b) OFAC/PEP searches and customary individual background checks for the Loan

Parties' senior management and key principals and (c) Patriot Act searches, OFAC/PEP searches, and customary individual background checks for the legal and beneficial owners of the Loan Parties. Each Loan Party agrees to cooperate in respect of the conduct of such due diligence and further agrees that the reasonable costs and charges for any such due diligence by Agent shall constitute Lender Group Expenses hereunder and be for the account of Borrowers.

17.12 Integration. This Agreement, together with the other Loan Documents, reflects the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof. The foregoing to the contrary notwithstanding, all Bank Product Agreements, if any, are independent agreements governed by the written provisions of such Bank Product Agreements, which will remain in full force and effect, unaffected by any repayment, prepayments, acceleration, reduction, increase, or change in the terms of any credit extended hereunder, except as otherwise expressly provided in such Bank Product Agreement.

17.13 Administrative Borrower as Agent for Borrowers. Each Borrower hereby irrevocably appoints Administrative Borrower, as the borrowing agent and attorney-in-fact for all Borrowers which appointment shall remain in full force and effect unless and until Agent shall have received prior written notice signed by each Borrower that such appointment has been revoked and that another Borrower has been appointed Administrative Borrower. Each Borrower hereby irrevocably appoints and authorizes Administrative Borrower (a) to provide Agent with all notices with respect to Revolving Loans and Letters of Credit obtained for the benefit of any Borrower and all other notices and instructions under this Agreement and the other Loan Documents (and any notice or instruction provided by Administrative Borrower shall be deemed to be given by Borrowers hereunder and shall bind each Borrower), (b) to receive notices and instructions from members of the Lender Group (and any notice or instruction provided by any member of the Lender Group to Administrative Borrower in accordance with the terms hereof shall be deemed to have been given to each Borrower), and (c) to take such action as Administrative Borrower deems appropriate on its behalf to obtain Revolving Loans and Letters of Credit and to exercise such other powers as are reasonably incidental thereto to carry out the purposes of this Agreement. It is understood that the handling of the Loan Account and Collateral in a combined fashion, as more fully set forth herein, is done solely as an accommodation to Borrowers in order to utilize the collective borrowing powers of Borrowers in the most efficient and economical manner and at their request, and that Lender Group shall not incur liability to any Borrower as a result hereof. Each Borrower expects to derive benefit, directly or indirectly, from the handling of the Loan Account and the Collateral in a combined fashion since the successful operation of each Borrower is dependent on the continued successful performance of the integrated group. To induce the Lender Group to do so, and in consideration thereof, each Borrower hereby jointly and severally agrees to indemnify each member of the Lender Group and hold each member of the Lender Group harmless against any and all liability, expense, loss or claim of damage or injury, made against the Lender Group by any Borrower or by any third party whosoever, arising from or incurred by reason of (i) the handling of the Loan Account and Collateral of Borrowers as herein provided, or (ii) the Lender Group's relying on any instructions of Administrative Borrower, except that Borrowers will have no liability to the relevant Agent-Related Person or Lender-Related Person under this Section 17.13 with respect to any liability that has been finally determined by a court of competent jurisdiction to have resulted solely from the gross negligence

or willful misconduct of such Agent-Related Person or Lender-Related Person, as the case may be.

17.14 Acknowledgment and Consent to Bail-In of Affected Financial Institutions. Solely to the extent an Affected Financial Institution is a party to this Agreement and notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Lender that is an Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any Lender that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

17.15 Canadian Anti-Terrorism Laws.

(a) Each Loan Party acknowledges that, pursuant to the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and other applicable Canadian anti-money laundering, anti-terrorist financing, Sanctions and "know your client" laws, Agent and Lenders may be required to obtain, verify and record information regarding each Loan Party, its respective directors, authorized signing officers, direct or indirect shareholders or other Persons in control of such Loan Party, and the transactions contemplated hereby. Each Loan Party shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by Agent or any Lender, or any prospective assignee or participant of Agent or a Lender, in order to comply with any such laws, whether now or hereafter in existence.

(b) If Agent has ascertained the identity of any Loan Party or any authorized signatories of any Loan Party for the purposes of the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and other applicable Canadian anti-money laundering, anti-terrorist financing, Sanctions and "know your client" laws, then Agent:

(i) shall be deemed to have done so as an agent for each Lender and this Agreement shall constitute a "written agreement" in such regard between each Lender and Agent within the meaning of such laws; and

(ii) shall provide to each Lender copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.

(c) Notwithstanding the preceding sentence and except as may otherwise be agreed in writing, each Lender agrees that Agent has no obligation to ascertain the identity of any Loan Party or any authorized signatories of any Loan Party on behalf of any Lender, or to confirm the completeness or accuracy of any information it obtains from any Loan Party or any such authorized signatory in doing so.

17.16 Judgment Currency. If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Loan Document in one currency into another currency, the rate of exchange used shall be the Spot Rate on the Business Day preceding that on which final judgment is given. The obligation of each Borrower in respect of any such sum due from it to Agent or any Lender hereunder or under the other Loan Documents shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the "Agreement Currency"), be discharged only to the extent that on the Business Day following receipt by Agent or such Lender, as the case may be, of any sum adjudged to be so due in the Judgment Currency, Agent or such Lender, as the case may be, may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to Agent or any Lender from any Borrower in the Agreement Currency, such Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify Agent or such Lender, as the case may be, against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to Agent or any Lender in such currency, Agent or such Lender, as the case may be, agrees to return the amount of any excess to such Loan Party (or to any other Person who may be entitled thereto under applicable law).Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Hedge Agreements or any other agreement or instrument that is a QFC (such support, "QFC Credit Support" and each such QFC a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States): In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support

(and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

17.18 Erroneous Payments.

(a) Each Lender, each Issuing Bank, each other Bank Product Provider and any other party hereto hereby severally agrees that if (i) Agent notifies (which such notice shall be conclusive absent manifest error) such Lender or Issuing Bank or any Bank Product Provider (or the Lender which is an Affiliate of a Lender, Issuing Bank or Bank Product Provider) or any other Person that has received funds from Agent or any of its Affiliates, either for its own account or on behalf of a Lender, Issuing Bank or Bank Product Provider (each such recipient, a "Payment Recipient") that Agent has determined in its sole discretion that any funds received by such Payment Recipient were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Payment Recipient) or (ii) any Payment Recipient receives any payment from Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, as applicable, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, as applicable, or (z) that such Payment Recipient otherwise becomes aware was transmitted or received in error or by mistake (in whole or in part) then, in each case, an error in payment shall be presumed to have been made (any such amounts specified in clauses (i) or (ii) of this Section 17.18(a), whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise; individually and collectively, an "Erroneous Payment"), then, in each case, such Payment Recipient is deemed to have knowledge of such error at the time of its receipt of such Erroneous Payment; provided that nothing in this Section shall require Agent to provide any of the notices specified in clauses (i) or (ii) above. Each Payment Recipient agrees that it shall not assert any right or claim to any Erroneous Payment, and hereby waives any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by Agent for the return of any Erroneous Payments, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine.

(b) Without limiting the immediately preceding clause (a), each Payment Recipient agrees that, in the case of clause (a)(ii) above, it shall promptly notify Agent in writing of such occurrence.

(c) In the case of either clause (a)(i) or (a)(ii) above, such Erroneous Payment shall at all times remain the property of Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of Agent, and upon demand from Agent such Payment Recipient

shall (or, shall cause any Person who received any portion of an Erroneous Payment on its behalf to), promptly, but in all events no later than one Business Day thereafter, return to Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made in same day funds and in the currency so received, together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to Agent at the greater of the Federal Funds Rate and a rate determined by Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(d) In the event that an Erroneous Payment (or portion thereof) is not recovered by Agent for any reason, after demand therefor by Agent in accordance with immediately preceding clause (c), from any Lender that is a Payment Recipient or an Affiliate of a Payment Recipient (such unrecovered amount as to such Lender, an "Erroneous Payment Return Deficiency"), then at the sole discretion of Agent and upon Agent's written notice to such Lender (i) such Lender shall be deemed to have made a cashless assignment of the full face amount of the portion of its Loans (but not its Revolver Commitments) with respect to which such Erroneous Payment was made (the "Erroneous Payment Impacted Loans") to Agent or, at the option of Agent, Agent's applicable lending affiliate (such assignee, the "Agent Assignee") in an amount that is equal to the Erroneous Payment Return Deficiency (or such lesser amount as Agent may specify) (such assignment of the Loans (but not Revolver Commitments) of the Erroneous Payment Impacted Loans, the "Erroneous Payment Deficiency Assignment") plus any accrued and unpaid interest on such assigned amount, without further consent or approval of any party hereto and without any payment by Agent Assignee as the assignee of such Erroneous Payment Deficiency Assignment. Without limitation of its rights hereunder, following the effectiveness of the Erroneous Payment Deficiency Assignment, Agent may make a cashless reassignment to the applicable assigning Lender of any Erroneous Payment Deficiency Assignment at any time by written notice to the applicable assigning Lender and upon such reassignment all of the Loans assigned pursuant to such Erroneous Payment Deficiency Assignment shall be reassigned to such Lender without any requirement for payment or other consideration. The parties hereto acknowledge and agree that (1) any assignment contemplated in this clause (d) shall be made without any requirement for any payment or other consideration paid by the applicable assignee or received by the assignor, (2) the provisions of this clause (d) shall govern in the event of any conflict with the terms and conditions of Section 13 and (3) Agent may reflect such assignments in the Register without further consent or action by any other Person.

(e) Each party hereto hereby agrees that (x) in the event an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, Agent (1) shall be subrogated to all the rights of such Payment Recipient and (2) is authorized to set off, net and apply any and all amounts at any time owing to such Payment Recipient under any Loan Document, or otherwise payable or distributable by Agent to such Payment Recipient from any source, against any amount due to Agent under this Section 17.18 or under the indemnification provisions of this Agreement, (y) the receipt of an Erroneous Payment by a Payment Recipient shall not for the purpose of this Agreement be treated as a payment, prepayment, repayment, discharge or other satisfaction of any Obligations owed by the Borrowers or any other Loan Party, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by Agent from the Borrowers or any other Loan Party for the purpose of making a

payment on the Obligations and (z) to the extent that an Erroneous Payment was in any way or at any time credited as payment or satisfaction of any of the Obligations, the Obligations or any part thereof that were so credited, and all rights of the Payment Recipient, as the case may be, shall be reinstated and continue in full force and effect as if such payment or satisfaction had never been received.

(f) Each party's obligations under this Section 17.18 shall survive the resignation or replacement of Agent or any transfer of right or obligations by, or the replacement of, a Lender, the termination of the Revolver Commitments or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

(g) The provisions of this Section 17.18 to the contrary notwithstanding, (i) nothing in this Section 17.18 will constitute a waiver or release of any claim of any party hereunder arising from any Payment Recipient's receipt of an Erroneous Payment and (ii) there will only be deemed to be a recovery of the Erroneous Payment to the extent that Agent has received payment from the Payment Recipient in immediately available funds in the amount of the Erroneous Payment, whether directly from the Payment Recipient, as a result of the exercise by Agent of its rights of subrogation or set off as set forth above in clause (e) or as a result of the receipt by Agent Assignee of a payment of the outstanding principal balance of the Loans assigned to Agent Assignee pursuant to an Erroneous Payment Deficiency Assignment, but excluding any other amounts in respect thereof (it being agreed that any payments of interest, fees, expenses or other amounts (other than principal) received by Agent Assignee in respect of the Loans assigned to Agent Assignee pursuant to an Erroneous Payment Deficiency Assignment shall be the sole property of Agent Assignee and shall not constitute a recovery of the Erroneous Payment).

[signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

"**Parent**"

PROJECT KENWOOD INTERMEDIATE HOLDINGS III, LLC

By:_____
Name: _____
Title: _____

"**Administrative Borrower**"

PROJECT KENWOOD ACQUISITION, LLC

By:_____
Name: _____
Title: _____

"**Borrowers**"

LAKEFRONT LINES, INC.
MEGABUS CANADA INC.
TRENTWAY-WAGAR (PROPERTIES) INC.
TRENTWAY-WAGAR INC.
COACH USA, INC.
DILLON'S BUS SERVICE, INC.
HUDSON TRANSIT LINES, INC.
CAM LEASING, LLC
COACH USA MBT, LLC
MEGABUS NORTHEAST, LLC
MEGABUS SOUTHEAST, LLC
VOYAVATION, LLC
MEGABUS USA, LLC
PACIFIC COAST SIGHTSEEING TOURS & CHARTERS, INC.
COACH USA ILLINOIS, INC.
COACH LEASING, INC.
TRT TRANSPORTATION, INC.
TRI-STATE COACH LINES, INC.
MEGABUS WEST, LLC
COACH US ADMINISTRATION, INC.
ROUTE 17 NORTH REALTY, LLC
349 FIRST STREET URBAN RENEWAL CORP.
BARCLAY TRANSPORTATION SERVICES, INC.
BARCLAY AIRPORT SERVICE, INC.
COLONIAL COACH CORP.
COMMUNITY COACH, INC.
COMMUNITY TRANSIT LINES, INC.
COMMUNITY TRANSPORTATION, INC.
ORANGE, NEWARK, ELIZABETH BUS, INC.
PERFECT BODY, INC.
SHORT LINE TERMINAL AGENCY, INC.
SUBURBAN MANAGEMENT CORP.
SUBURBAN TRANSIT CORP.
ROCKLAND COACHES, INC.
OLYMPIA TRAILS BUS COMPANY, INC.
INDEPENDENT TRAILS BUS COMPANY, INC.
CLINTON AVENUE BUS COMPANY
HUDSON TRANSIT CORPORATION
POWDER RIVER TRANSPORTATION SERVICES, INC.
CHENANGO VALLEY BUS LINES, INC.
ROCKLAND TRANSIT CORPORATION

MIDTOWN BUS TERMINAL OF NEW YORK, INC.
THE BUS EXCHANGE, INC.
GAD-ABOUT TOURS, INC.
CENTRAL CAB COMPANY
CENTRAL CHARTERS & TOURS, INC.
TRANSPORTATION MANAGEMENT SERVICES, INC.
BUTLER MOTOR TRANSIT, INC.
LENZNER TOURS, INC.
MEGABUS SOUTHWEST, LLC
KERRVILLE BUS COMPANY, INC.
ALL WEST COACHLINES, INC.
AMERICAN COACH LINES OF ATLANTA, INC.
SAM VAN GALDER, INC.
WISCONSIN COACH LINES, INC.
ELKO, INC.

Each by:

By: _____
Name: Ross Kinnear
Title: Chief Financial Officer and Treasurer

"**Agent**" and a "**Lender**"

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By:_____
Name: _____
Title: _____

"**Lender**"

US BANK, a national banking association

By:_____
Name: _____
Title: _____

"**Lender**"

CITY NATIONAL BANK, a national banking association

By:_____
Name: _____
Title: _____

Schedule C-1

Revolver Commitments

New Money Commitments

Lender	Revolving Loan Commitment
Wells Fargo Bank, N.A.	$10,000,000
US Bank, National Association	$7,500,000
City National Bank, National Association	$2,500,000
Total	**$20,000,000**

Transferred Commitments

Lender	Revolving Loan Commitment
Wells Fargo Bank, N.A.	$89,984,780.23
US Bank, National Association	$67,488,585.17
City National Bank, National Association	$22,496,195.05
Total	$179,969,560.45

Total Commitments

Lender	Revolving Loan Commitment
Wells Fargo Bank, N.A.	$99,984,780.23
US Bank, National Association	$74,988,585.17
City National Bank, National Association	$24,996,195.05
Total	$199,969,560.45

Schedule 1.1

As used in the Agreement, the following terms shall have the following definitions:

"Account Debtor" means any Person who is obligated on an Account, chattel paper, or a general intangible.

"Account Party" has the meaning specified therefor in Section 2.11(h) of the Agreement.

"Accounting Changes" means (i) with respect to GAAP, changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants (or successor thereto or any agency with similar functions), and (ii) with respect to IFRS, changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the IFRS Foundation or the International Accounting Standards Board (or any successor thereto or any agency with similar functions).

"Additional Certificate of Title Documentation" means any additional documentation required by Agent and necessary under applicable law to note Agent's Lien on a certificate of title.

"Additional Documents" has the meaning specified therefor in Section 5.13 of the Agreement.

"Adequate Protection Liens" has the meaning specified therefore in the Financing Order.

"Administration Charge" means the charge granted by the Canadian Court on the Collateral of the Canadian Loan Parties and Collateral located in Canada of the other Loan Parties in a maximum amount of $500,000 to secure the professional fees and disbursements of the Information Officer and its counsel and Canadian counsel to the Loan Parties, in each case incurred in respect of the Recognition Proceedings, both before and after the making of the Canadian Interim DIP Recognition Order, which charge shall rank ahead of the Liens granted in respect of the Agent and Lenders hereunder and in the Canadian Interim DIP Recognition Order.

"Administrative Borrower" has the meaning specified therefor in the preamble to the Agreement.

"Administrative Questionnaire" has the meaning specified therefor in Section 13.1(a)(ii)(H) of the Agreement.

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affected Lender" has the meaning specified therefor in Section 2.13(b) of the Agreement.

"Affiliate" means, as applied to any Person, any other Person who controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" means the possession, directly or indirectly through one or more intermediaries, of the power to direct the management and policies of a Person, whether through the ownership of Equity Interests, by

contract, or otherwise; provided, that for purposes of Section 6.10 of the Agreement: (a) any Person which owns directly or indirectly 10% or more of the Equity Interests having ordinary voting power for the election of directors or other members of the governing body of a Person or 10% or more of the partnership or other ownership interests of a Person (other than as a limited partner of such Person) shall be deemed an Affiliate of such Person, (b) each director (or comparable manager) of a Person shall be deemed to be an Affiliate of such Person, and (c) each partnership in which a Person is a general partner shall be deemed an Affiliate of such Person.

"Agent" has the meaning specified therefor in the preamble to the Agreement.

"Agent-Related Persons" means Agent, together with its Affiliates, officers, directors, employees, attorneys, and agents.

"Agent's Account" means the Deposit Account of Agent identified on Schedule A-1 to the Agreement (or such other Deposit Account of Agent that has been designated as such, in writing, by Agent to Borrowers and the Lenders).

"Agent Consultant" means any consultant, financial advisor, appraiser, or other professional engaged by Agent or any legal counsel to Agent.

"Agent's Liens" means the Liens granted by Parent or its Subsidiaries to Agent under the Loan Documents and securing the Obligations.

"Agreement" means the Credit Agreement to which this Schedule 1.1 is attached.

"Anti-Corruption Laws" means the FCPA, the U.K. Bribery Act of 2010, as amended, and all other applicable laws and regulations or ordinances concerning or relating to bribery or corruption in any jurisdiction in which any Loan Party or any of its Subsidiaries is located or is doing business.

"Anti-Money Laundering Laws" means the applicable laws or regulations in any jurisdiction in which any Loan Party or any of its Subsidiaries or Specified Affiliates is located or is doing business that relates to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto.

"Applicable Margin" means, as of any date of determination, four percent (4.0%) per annum.

"Applicable Unused Line Fee Percentage" means, as of any date of determination, fifty basis points (0.50%).

"Application Event" means the occurrence of (a) a failure by Borrowers to repay all of the Obligations in full on the Maturity Date, (b) an Event of Default and the written election by Agent or the Required Lenders to require that payments and proceeds of Collateral be applied pursuant to Section 2.4(b)(iii) of the Agreement, (c) the acceleration of the Obligations or (d) the occurrence of the Termination Date under and as defined in the Financing Order.

"Approved Budget" means the Initial Approved Budget as amended and supplemented by any Weekly Cash Flow Forecast delivered in accordance with Section 5.2(b) and approved by the Agent in accordance with Section 5.26.

"Assignee" has the meaning specified therefor in Section 13.1(a) of the Agreement.

"Assignment and Acceptance" means an Assignment and Acceptance Agreement substantially in the form of Exhibit A-1 to the Agreement.

"Authorized Person" means any one of the individuals identified on Schedule A-2 to the Agreement, as such schedule is updated from time to time by written notice from Administrative Borrower to Agent or any other individual identified by Administrative Borrower as an authorized person and authenticated through Agent's electronic platform or portal in accordance with its procedures for such authentication.

"Availability" means, as of any date of determination, the amount that Borrowers are entitled to borrow as Revolving Loans under Section 2.1 of the Agreement (after giving effect to the then outstanding Revolver Usage).

"Avoidance Action" means any and all claims and causes of action of any Borrower's estate arising under Bankruptcy Code §§ 542, 544, 545, 547, 548, 549, 550, 551, 553(b) or 724(a), together with any proceeds therefrom.

"Avoided Payments" has the meaning set forth in Section 2.4(e)(iii).

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" means, (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Bank Product" means any one or more of the following financial products or accommodations extended to Parent or its Subsidiaries by a Bank Product Provider: (a) credit cards (including commercial cards (including so-called "purchase cards" or "procurement cards" or "p-cards")), (b) credit card processing services, (c) debit cards, (d) stored value cards, (e) Cash Management Services, or (f) transactions under Hedge Agreements.

"Bank Product Agreements" means those agreements entered into from time to time by Parent or its Subsidiaries with a Bank Product Provider in connection with the obtaining of any of the Bank Products.

"Bank Product Collateralization" means providing cash collateral (pursuant to documentation satisfactory to Agent in its Permitted Discretion) to be held by Agent for the benefit of the Bank Product Providers (other than the Hedge Providers) in an amount determined by Agent as sufficient to satisfy the reasonably estimated credit exposure with respect to the then existing Bank Product Obligations (other than Hedge Obligations).

"Bank Product Obligations" means (a) all obligations, liabilities, reimbursement obligations, fees, or expenses owing by Parent and its Subsidiaries to any Bank Product Provider pursuant to or evidenced by a Bank Product Agreement and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, (b) all Hedge Obligations, and (c) all amounts that Agent or any Lender is obligated to pay to a Bank Product Provider as a result of Agent or such Lender purchasing participations from, or executing guarantees or indemnities or reimbursement obligations to, a Bank Product Provider with respect to the Bank Products provided by such Bank Product Provider to Parent or its Subsidiaries; provided, that in order for any item described in clause (a), (b) or (c) above, as applicable, to constitute "Bank Product Obligations", if the applicable Bank Product Provider is any Person other than Wells Fargo or its Affiliates, then the applicable Bank Product must have been provided on or after the Closing Date and Agent shall have received a Bank Product Provider Agreement within 10 days after the date of the provision of the applicable Bank Product to Parent or its Subsidiaries. Anything to the contrary contained in the foregoing notwithstanding, in no event shall Main Street Lending Debt constitute "Bank Product Obligations".

"Bank Product Provider" means any Lender or any of its Affiliates, including each of the foregoing in its capacity, if applicable, as a Hedge Provider; provided, that no such Person (other than Wells Fargo or its Affiliates) shall constitute a Bank Product Provider with respect to a Bank Product unless and until Agent receives a Bank Product Provider Agreement from such Person and with respect to the applicable Bank Product within ten days after the provision of such Bank Product to Parent or its Subsidiaries; provided further, that if, at any time, a Lender ceases to be a Lender under the Agreement, then, from and after the date on which it ceases to be a Lender thereunder, neither it nor any of its Affiliates shall constitute Bank Product Providers and the obligations with respect to Bank Products provided by such former Lender or any of its Affiliates shall no longer constitute Bank Product Obligations.

"Bank Product Provider Agreement" means an agreement in form and substance reasonably acceptable to Agent duly executed by the applicable Bank Product Provider, Borrowers, and Agent.

"Bank Product Reserves" means, as of any date of determination, those reserves that Agent has determined in its Permitted Discretion are necessary or appropriate to establish (based upon the Bank Product Providers' reasonable determination of their credit exposure to Parent and its Subsidiaries in respect of Bank Product Obligations) in respect of Bank Products then provided or outstanding.

"Bankruptcy Cases" means the cases of Debtors jointly administered under chapter 11 of the Bankruptcy Code pending before the Bankruptcy Court, bearing case number 24-11258 and any superseding chapter 7 case or cases.

"Bankruptcy Code" means title 11 of the United States Code, as in effect from time to time.

"Bankruptcy Court" has the meaning specified in the recitals to this Agreement.

"Base Rate" means, for any day, the greatest of (a) the Floor, (b) the Federal Funds Rate in effect on such day *plus* ½%, and (c) the rate of interest announced, from time to time, within Wells Fargo at its principal office in San Francisco as its "prime rate" in effect on such day, with the understanding that the "prime rate" is one of Wells Fargo's base rates (not necessarily the lowest of such rates) and serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto and is evidenced by the recording thereof after its announcement in such internal publications as Wells Fargo may designate.

"Beneficial Ownership Certification" means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Benefit Plan" means any Employee Benefit Plan, Multiemployer Plan, Canadian Plan or Canadian Multiemployer Plan.

"BHC Act Affiliate" of a Person means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such Person.

"BIA" means the Bankruptcy and Insolvency Act (Canada) as amended from time to time (or any successor statute).

"Board of Directors" means, as to any Person, the board of directors (or comparable managers) of such Person, or any committee thereof duly authorized to act on behalf of the board of directors (or comparable managers).

"Board of Governors" means the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Borrower" and "Borrowers" have the respective meanings specified therefor in the preamble to the Agreement.

"Borrower Materials" has the meaning specified therefor in Section 17.9(c) of the Agreement.

"Borrowing" means a borrowing consisting of Revolving Loans made on the same day by the Lenders (or Agent on behalf thereof), or by Swing Lender in the case of a Swing Loan, or by Agent in the case of an Extraordinary Advance.

"Business Day" means any day that is not a Saturday, Sunday or other day on which the Federal Reserve Bank of New York is closed.

"Canadian Borrowers" means each Canadian Subsidiary that is a party hereto on the Closing Date as a Borrower.

"Canadian Court" has the meaning specified therefore in the recitals to this Agreement.

"Canadian Defined Benefit Plan" means a pension plan for the purposes of any applicable pension benefits standards statute or regulation in Canada, which contains a "defined benefit provision," as defined in subsection 147.1(1) of the Income Tax Act (Canada).

"Canadian Economic Sanctions and Export Control Laws" means any Canadian laws, regulations or orders governing transactions in controlled goods or technologies or dealings with countries, entities, organizations, or individuals subject to economic sanctions and similar measures, including the Special Economic Measures Act (Canada), the United Nations Act, (Canada), the Freezing Assets of Corrupt Foreign Officials Act (Canada), Part II.1 of the Criminal Code (Canada) and the Export and Import Permits Act (Canada), and any related regulations.

"Canadian Final DIP Recognition Order" means an order of the Canadian Court in the Recognition Proceedings, which order shall be satisfactory in form and substance to Agent, which order shall recognize and enforce the Final Financing Order in Canada.

"Canadian Guarantee and Security Agreement" means the Guarantee and Security Agreement, dated as of even date with the Agreement, in form and substance reasonably satisfactory to Agent, by and among Megabus Canada Inc., Trentway-Wagar (Properties) Inc., Trentway-Wagar Inc., 3376249 Canada Inc., 3329003 Canada Inc., 4216849 Canada Inc., Douglas Braund Investments Limited, the other Canadian Loan Parties from time to time party thereto and Agent.

"Canadian Guarantor" means each Canadian Borrower, 3376249 Canada Inc., 3329003 Canada Inc., 4216849 Canada Inc., Douglas Braund Investments Limited and each other Canadian Subsidiary (other than a Canadian Borrower) that Administrative Borrower elects, in its sole discretion, to join as a "Guarantor" in accordance with Section 5.11 of the Agreement.

"Canadian Initial Recognition Order" means an order of the Canadian Court, in form and substance satisfactory to Agent, which order shall recognize the Bankruptcy Cases as foreign main proceedings under Part IV of the CCAA and shall grant an interim stay in Canada.

"Canadian Interim DIP Recognition Order" means an order of the Canadian Court, in form and substance satisfactory to Agent, which order shall, among other things, recognize the Interim Financing Order and provide for a super priority charge over the Collateral of each Canadian Loan Party and Collateral located in Canada of the other Loan Parties in respect of the Agent's and the Lenders' claims. For the avoidance of doubt, the Canadian Interim DIP Recognition Order may be part of the Canadian Supplemental Order.

"Canadian IP Security Agreement" has the meaning specified therefor in the Canadian Guarantee and Security Agreement.

"Canadian Loan Party" means each Canadian Borrower and Canadian Guarantor.

"Canadian Multiemployer Plan" means any plan which is a multi-employer pension plan as defined in applicable Canadian minimum pension benefits standards legislation, such as the Pension Benefits Standards Act, 1985 (Ontario) or a similar law of another provincial or federal

jurisdiction, and which is maintained or contributed to by a Canadian Borrower for any employee of any Canadian Borrower in respect of such employee's employment in Canada, but excluding statutory benefit plans, such as the Canada pension plan and Quebec pension plan, that a Canadian Borrower is required by federal or provincial statutes to participate in or contribute to in respect of its employees.

"Canadian Pension Event" means (a) the full or partial withdrawal from or windup of a Canadian Defined Benefit Plan by a Loan Party or any Subsidiary; or (b) the filing of a notice of interest to terminate in whole or in part a Canadian Defined Benefit Plan or the filing of an amendment with the applicable Governmental Authority which terminates a Canadian Defined Benefit Plan, in whole or in part, or the treatment of an amendment as a termination or partial termination of a Canadian Defined Benefit Plan; or (c) the institution of proceedings by any Governmental Authority to terminate a Canadian Defined Benefit Plan in whole or in part or have a replacement administrator or trustee appointed to administer a Canadian Defined Benefit Plan; or (d) any other event or condition or declaration or application which constitutes grounds for the termination or winding up of a Canadian Defined Benefit Plan, in whole or in part, or the appointment by any Governmental Authority of a replacement administrator or trustee to administer a Canadian Defined Benefit Plan; provided that, notwithstanding anything to the contrary, a Canadian Pension Event shall not include any event that relates to the partial wind-up or termination solely of a defined contribution component of a Canadian Defined Benefit Plan.

"Canadian Plan" means any plan that is a "registered pension plan" as defined in subsection 248(1) of the Income Tax Act (Canada) established, maintained or contributed to by a Loan Party or any of its Subsidiaries for its or any of its current or previous Affiliate's employees or former employees and includes for greater certainty "target benefit" and any Canadian Multiemployer Plan, but excluding the Canada pension plan and Quebec pension plan as maintained by the Government of Canada or the Province of Quebec, respectively.

"Canadian Priority Payables Reserves" means, reserves (determined from time to time by Agent in its Permitted Discretion) representing, without duplication:

(a) amounts owing by any Canadian Borrower, or the accrued amount for which any Canadian Borrower has an obligation to remit, to a Governmental Authority or other Person pursuant to any applicable law, rule or regulation, in respect of (i) goods and services taxes, sales taxes, employee income taxes, municipal taxes and other taxes payable or to be remitted or withheld, (ii) workers' compensation or employment insurance, (iii) vacation or holiday pay, and (iv) other like charges and demands, in each case to the extent that any Governmental Authority or other Person may claim a Lien, trust, deemed trust or other claim ranking or capable of ranking in priority to or pari passu with one or more of the Liens granted pursuant to the Loan Documents; and

(b) the aggregate amount of any other liabilities of the Canadian Borrowers (i) in respect of which a Lien, trust or deemed trust has been or may be imposed on any Collateral to provide for payment, (ii) in respect of rights or claims of suppliers under section 81.1 of the BIA; (iii) in respect of pension fund obligations, including in respect of unpaid or unremitted pension plan contributions, amounts representing any unfunded liability, solvency deficiency or wind-up deficiency whether or not due with respect to a Canadian pension plan (including "normal cost",

"special payments" and any other payments in respect of any funding deficiency or shortfall), (iv) which are secured by a lien, security interest, pledge, charge, right or claim on any Collateral (other than Permitted Liens that do not have priority over Agent's Liens), or (v) in respect of directors and officers, debtor-in possession financing, administrative charges, critical supplier charges or shareholder charges; in each case, pursuant to any applicable law, rule or regulation and which such lien, trust, security interest, hypothec, pledge, charge, right, claim or Lien ranks or in the Permitted Discretion of Agent, would reasonably be expected to rank in priority to or pari passu with one or more of the Liens granted in the Loan Documents (such as liens, trusts, security interests, hypothecs, pledges, charges, rights, claims or Liens in favor of employees or salespersons (including, without limitation, in respect of wages, salaries, commissions, vacation pay, or other compensation or amounts (including severance pay) payable under the Wage Earner Protection Program Act (Canada), the BIA or the CCAA, landlords, warehousemen, customs brokers, carriers, mechanics, repairmen, materialmen, labourers, or suppliers, or liens, trusts, security interests, hypothecs, pledges, charges, rights or claims for ad valorem, excise, sales, or other taxes where given priority under applicable law).

"Canadian Recognition Orders" means (i) the Canadian Initial Recognition Order, the Canadian Supplemental Order and the applicable DIP Recognition Order at such time in form and substance satisfactory to Agent and (ii) and any other order of the Canadian Court issued from time to time in form and substance satisfactory to Agent.

"Canadian Subsidiary" means, any Subsidiary of Parent incorporated or organized under the laws of Canada or any province or territory thereof.

"Canadian Supplemental Order" means an order of the Canadian Court, in form and substance satisfactory to Agent, and the Lenders, which order shall grant customary additional relief in the Recognition Proceedings.

"Capital Lease" means a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP.

"Capitalized Lease Obligation" means that portion of the obligations under a Capital Lease that is required to be capitalized in accordance with GAAP.

"Carveout" has the meaning specified therefor in the Interim Financing Order or the Final Financing Order, as applicable, which shall include an amount up to the amount set forth in the Recognition Proceedings for the benefit of the beneficiaries of the Administration Charge (without duplication).

"Carveout Termination Date" means the earliest of (a) the occurrence of a Default or Event of Default notification to Borrowers of such uncured Default or Event of Default, (b) the date on which the Existing Obligations and Obligations have been paid in full and (c) the Maturity Date.

"CARES Act" means the Coronavirus Aid, Relief and Economic Security Act, Public Law 116-136, as amended (including any successor thereto) and all requests, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in implementation thereof, regardless of the date enacted, adopted, issued or implemented.

"Cash Equivalents" means (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States or the government of Canada or issued by any agency thereof and backed by the full faith and credit of the United States or Canada, in each case maturing within 1 year from the date of acquisition thereof, (b) marketable direct obligations issued or fully guaranteed by any state or province of the United States or Canada, as applicable, or any political subdivision of any such state or province or any public instrumentality thereof maturing within 1 year from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either S&P or Moody's, (c) commercial paper maturing no more than 270 days from the date of creation thereof and, at the time of acquisition, having a rating of at least A-1 from S&P or at least P-1 from Moody's, (d) certificates of deposit, time deposits, overnight bank deposits or bankers' acceptances maturing within 1 year from the date of acquisition thereof issued by any bank organized under the laws of the United States or Canada or any state or province thereof or the District of Columbia or any United States or Canadian branch of a foreign bank having at the date of acquisition thereof combined capital and surplus of not less than $1,000,000,000, (e) Deposit Accounts maintained with (i) any bank that satisfies the criteria described in clause (d) above, or (ii) any other bank organized under the laws of the United States or Canada or any state or province thereof so long as the full amount maintained with any such other bank is insured by the Federal Deposit Insurance Corporation or the Canada Deposit Insurance Corporation, as applicable, (f) repurchase obligations of any commercial bank satisfying the requirements of clause (d) above or recognized securities dealer having combined capital and surplus of not less than $1,000,000,000, having a term of not more than seven days, with respect to securities satisfying the criteria in clause (a) or (d) above, (g) debt securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by any commercial bank satisfying the criteria described in clause (d) above, and (h) Investments in money market funds substantially all of whose assets are invested in the types of assets described in clauses (a) through (g) above.

"Cash Management Order" means that certain Interim 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

"Cash Management Services" means any cash management or related services including treasury, depository, return items, overdraft, controlled disbursement, merchant store value cards, e-payables services, electronic funds transfer, interstate depository network, automatic clearing house transfer (including the Automated Clearing House processing of electronic funds transfers through the direct Federal Reserve Fedline system) and other customary cash management arrangements.

"Casualty Event" shall mean any involuntary loss of, damage to or any destruction of, or any condemnation or other taking (including by any Governmental Authority) of, any property of Parent or any of its Subsidiaries.

"CCAA" means the Companies' Creditors Arrangement Act (Canada), as amended from time to time (or any successor statute).

"CCQ" means the Civil Code of Quebec.

"Change in Law" means the occurrence after the date of the Agreement of: (a) the adoption or effectiveness of any law, rule, regulation, judicial ruling, judgment or treaty, (b) any change in any law, rule, regulation, judicial ruling, judgment or treaty or in the administration, interpretation, implementation or application by any Governmental Authority of any law, rule, regulation, guideline or treaty, (c) any new, or adjustment to, requirements prescribed by the Board of Governors for "Eurocurrency Liabilities" (as defined in Regulation D of the Board of Governors), requirements imposed by the Federal Deposit Insurance Corporation, or similar requirements imposed by any domestic or foreign governmental authority or resulting from compliance by Agent or any Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority, or (d) the making or issuance by any Governmental Authority of any request, rule, guideline or directive, whether or not having the force of law; provided that notwithstanding anything in the Agreement to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith, and (ii) all requests, rules, guidelines or directives concerning capital adequacy promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States, Canada or foreign regulatory authorities shall, in each case, be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Change of Control" shall be deemed to occur if:

(a) at any time prior to a Qualified IPO, any combination of Permitted Holders shall fail to beneficially (within the meaning of Rules 13d-3 and 13d-5 of the Exchange Act as in effect on the Closing Date) own and control, directly or indirectly, in the aggregate Equity Interests representing at least a majority of the aggregate ordinary voting power and economic equity interests represented by the issued and outstanding Equity Interests of Parent;

(b) at any time on and after a Qualified IPO, any person or "group" (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act as in effect on the Closing Date), but excluding (x) any employee benefit plan of such person and its Subsidiaries and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan and (y) any combination of Permitted Holders, shall have (1) directly or indirectly, acquired beneficial ownership or control of Equity Interests representing 35% or more of the aggregate voting power represented by the issued and outstanding Equity Interests of the Relevant Public Company or (2) acquired beneficial ownership or control of the aggregate voting power represented by the issued and outstanding Equity Interests of the Relevant Public Company in excess of those interests owned or controlled by the Permitted Holders at such time;

(c) Parent shall cease to own and control, directly or indirectly, 100% of the Equity Interests of any other Loan Party;

(d) Administrative Borrower shall cease to own and control, directly or indirectly, 100% of the Equity Interests of any other Loan Party (other than Parent); or

(e) during the Bankruptcy Cases, the occurrence of a change in the composition of the Board of Directors of Parent such that a majority of the members of such Board of Directors are not Continuing Directors.

"Chief Restructuring Officer" means a full-time chief restructuring officer of Borrowers acceptable to Agent that is selected and appointed by Borrowers pursuant to the terms of an engagement agreement acceptable to Agent. As of the Closing Date, the Chief Restructuring Officer is Spencer M. Ware of CR3 Partners, LLC under and pursuant to the CR3 Engagement Agreement.

"Closing Date" means June 12, 2024.

"Code" means the New York Uniform Commercial Code, as in effect from time to time.

"Collateral" means all assets and interests in assets, including Real Property, and proceeds thereof now owned or hereafter acquired by Parent or its Subsidiaries in or upon which a Lien is granted by such Person in favor of Agent or the Lenders under any of the Loan Documents or pursuant to the Financing Order. Without limitation of the foregoing, subject to the terms of the Interim Financing Order, Final Financing Order and the Carveout, the Collateral shall include all proceeds of any and all Avoidance Actions.

"Collateral Access Agreement" means a landlord waiver, bailee letter, or acknowledgement agreement of any lessor, warehouseman, processor, consignee, or other Person in possession of, any Loan Party's books and records, Fleet Assets or Spare Parts, in each case, in form and substance satisfactory to Agent in its Permitted Discretion.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"Committees" means, collectively, the official committee of unsecured creditors and any other committee formed, appointed or approved in any Bankruptcy Case.

"Confidential Information" has the meaning specified therefor in Section 17.9(a) of the Agreement.

"Continuing Director" means (a) any member of the Board of Directors who was a director (or comparable manager) of Parent on the Closing Date, (b) any individual who becomes a member of the Board of Directors after the Closing Date if such individual was approved, appointed or nominated for election to such Board of Directors by (i) individuals referred to in clause (a) above constituting at the time of such election or nomination at least a majority of such Board of Directors or (ii) individuals referred to in clauses (a) and (b)(i) above constituting at the time of such election or nomination at least a majority of such Board of Directors.

"Contractual Obligation" means as to any Person, any provision of any material security issued by such Person or of any material agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Control Agreement" means a control agreement or "blocked account agreement," in form and substance satisfactory to Agent in its Permitted Discretion, executed and delivered by one or more Loan Parties, Agent, and the applicable securities intermediary (with respect to a Securities Account) or bank (with respect to a Deposit Account); provided that no Control Agreements shall be required for any Excluded Account.

"Controlled Investment Affiliate" means, as to any Person, any other Person that (a) directly or indirectly, is in control of, is controlled by, or is under common control with such Person, and (b) is organized by such Person primarily for the purpose of making equity or debt investments in one or more companies. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise; provided, however, that a Controlled Investment Affiliate shall not be an operating "portfolio company" of any Person.

"Covered Entity" means any of the following:

(a) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(b) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(c) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Covered Party" has the meaning specified therefor in Section 17.17 of this Agreement.

"CR3 Engagement Agreement" means that certain Engagement Agreement dated as of December 2023, by and between CR3 Partners, LLC and Coach USA, Inc., as amended, supplemented, or otherwise modified from time to time in form and substance satisfactory to Agent.

"Credit Card Agreement" shall mean all agreements between any Borrower and any Credit Card Processor or Credit Card Issuer.

"Credit Card Accounts" shall mean all Accounts consisting of the rights of a Borrower to payment (including each "payment intangible" (as defined in the UCC)) together with all income, payments and proceeds thereof, owed by a Credit Card Issuer or Credit Card Processor to a Borrower resulting from charges on credit or debit cards issued by such Credit Card Issuer or Credit Card Processor (or accepted by such Credit Card Processor in the case of a digital payments platform provider), as applicable, in connection with the sale or performance of services by a Borrower, in each case, in the ordinary course of business.

"Credit Card Issuer" shall mean any Person (other than a Loan Party) who issues or whose members issue credit cards, including, MasterCard or VISA bank credit or debit cards, and other bank credit or debit cards issued by or through MasterCard International, Inc., Visa, U.S.A., Inc. or Visa International, American Express, Discover, Diners Club, Carte Blanche and other non-bank credit or debit cards issued by issuers approved by the Agent in its Permitted Discretion.

"Credit Card Notifications" means any notification delivered to Credit Card Issuers or Credit Card Processors in the form attached as Exhibit R-1 to the Existing Credit Agreement, or such other form acceptable to Agent in its Permitted Discretion.

"Credit Card Processor" shall mean any servicing or processing agent or any factor or financial intermediary (including any digital payments platform provider, including PayPal, Apple Pay and Alipay) that facilitates, services, processes or manages the credit authorization, billing transfer and/or payment procedures with respect to any Borrower's sales or services involving credit card or debit card payments by Customers using credit cards or debit cards issued by any Credit Card Issuer.

"Current Appraisal" means, with respect to any Fleet Assets, the most recent appraisal thereof obtained by or delivered to the Agent in accordance with Section 5.7. It is understood and agreed that Hilco Valuation Services, LLC is an acceptable appraiser.

"Custodian" means Dealertrack, Inc. or such other custodian reasonably agreed between the Agent and the Administrative Borrower.

"Customer" means the Account Debtor with respect to an Account owing in connection with a credit card transaction and/or the purchaser, or prospective purchaser, of goods, services or both, whether with respect to any contract or contract right or otherwise, and/or any party who enters into or proposes to enter into any contract or other arrangement with any Borrower, pursuant to which such Borrower is to deliver any personal property or perform any services.

"D&O Charge" means the charge granted by the Canadian Court on the Collateral of the Canadian Borrowers and the Canadian Guarantors to secure the indemnification provided to the current directors and officers of the Canadian Borrowers and Canadian Guarantors for obligations and liabilities that they may incur as directors and officers of the Canadian Borrowers and Canadian Guarantors after the commencement of the Bankruptcy Cases (including, for greater certainty, any applicable obligations and liabilities of such directors and officers for wages, vacation pay or termination or severance pay due to employees of the Canadian Borrowers and Canadian Guarantors, whether or not any such employee was terminated prior to or after the commencement of the Bankruptcy Cases); provided that such charge shall not exceed $3,900,000 in the aggregate and such amount shall be reduced to an amount not to exceed $450,000 in the aggregate (or such amount otherwise agreed by the Agent) after the sale of the Collateral of the Canadian Borrowers and Canadian Guarantors, in each case consisting of "core assets", in connection with the Core Stalking Horse Purchase Agreement or otherwise, which sales shall have provided for the ongoing employment of substantially all of the Canadian employees and a corresponding reduction in exposure for liabilities for the directors and officers of the Canadian Borrowers that were secured under the D&O Charge.

"D&O Reserve" means a reserve established by Agent in its Permitted Discretion with respect to claims related to the D&O Charge.

"Debtor" has the meaning specified therefor in the Recitals to the Agreement.

"Deed of Hypothec" means the Deed of Hypothec dated the Closing Date and executed by certain Canadian Loan Parties.

"Default" means an event, condition, or default that, with the giving of notice, the passage of time, or both, would be an Event of Default.

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"Defaulting Lender" means any Lender that (a) has failed to fund any amounts required to be funded by it under the Agreement on the date that it is required to do so under the Agreement (including the failure to make available to Agent amounts required pursuant to a Settlement or to make a required payment in connection with a Letter of Credit Disbursement), (b) notified Borrowers, Agent, or any Lender in writing that it does not intend to comply with all or any portion of its funding obligations under the Agreement, (c) has made a public statement to the effect that it does not intend to comply with its funding obligations under the Agreement or under other agreements generally (as reasonably determined by Agent) under which it has committed to extend credit, (d) failed, within one Business Day after written request by Agent, to confirm that it will comply with the terms of the Agreement relating to its obligations to fund any amounts required to be funded by it under the Agreement, (e) otherwise failed to pay over to Agent or any other Lender any other amount required to be paid by it under the Agreement on the date that it is required to do so under the Agreement, unless the subject of a good faith dispute, (f)(i) becomes or is insolvent or has a parent company that has become or is insolvent, or (ii) becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, or custodian or appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or has a parent company that has become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or (g) has, or has a direct or indirect parent company that has, become the subject of a Bail-in Action.

"Defaulting Lender Rate" means (a) for the first three days from and after the date the relevant payment is due, the Base Rate, and (b) thereafter, the interest rate then applicable to Revolving Loans (inclusive of the Applicable Margin applicable thereto).

"Deposit Account" means any deposit account (as that term is defined in the Code) or, in the case of a Canadian Loan Party, any account maintained for the deposit of funds.

"Designated Account" means the Deposit Account of Administrative Borrower identified on Schedule D-1 to the Agreement (or such other Deposit Account of Administrative Borrower located at Designated Account Bank that has been designated as such, in writing, by Borrowers to Agent).

"Designated Account Bank" has the meaning specified therefor on Schedule D-1 to the Agreement (or such other bank that is located within the United States that has been designated as such, in writing, by Borrowers to Agent).

"DIP Liens" means the Liens granted to the Agent under the Loan Documents and authorized by the Financing Order or the DIP Recognition Order.

"DIP Recognition Order" means the Canadian Interim DIP Recognition Order and the Canadian Final DIP Recognition Order, whichever is in effect as of the relevant date in question.

"Disqualified Equity Interests" means any Equity Interest that, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable and the termination of the Revolver Commitments), (b) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests), in whole or in part, (c) provides for the scheduled payments of dividends in cash, or (d) is or becomes convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Equity Interests, in each case, prior to the date that is 180 days after the Maturity Date.

"Dollars" or "$" means United States dollars.

"Domestic Subsidiary" means, as to any Person, any Subsidiary of such Person incorporated or organized under the laws of the United States, any state thereof or the District of Columbia.

"Dominion Account" means an account at Agent over which Agent has exclusive control for withdrawal purposes pursuant to the terms and provisions of this Agreement and the other Loan Documents.

"Drawing Document" means any Letter of Credit or other document presented for purposes of drawing under any Letter of Credit, including by electronic transmission such as SWIFT, electronic mail, facsimile or computer generated communication.

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clause (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Eligible Transferee" means (a) any Lender (other than a Defaulting Lender), any Affiliate of any Lender and any Related Fund of any Lender, and (b) (i) a commercial bank organized under the laws of the United States or any state thereof, and having total assets in excess of $1,000,000,000, (ii) a savings and loan association or savings bank organized under the laws of

the United States or any state thereof, and having total assets in excess of $1,000,000,000, (iii) a commercial bank organized under the laws of any other country or a political subdivision thereof; provided, that (A) (x) such bank is acting through a branch or agency located in the United States, or (y) such bank is organized under the laws of a country that is a member of the Organization for Economic Cooperation and Development or a political subdivision of such country, and (B) such bank has total assets in excess of $1,000,000,000, and (c) any other entity (other than a natural person) that is an "accredited investor" (as defined in Regulation D under the Securities Act) that extends credit or buys loans as one of its businesses including insurance companies, investment or mutual funds and lease financing companies, and having total assets in excess of $1,000,000,000.

"Employee Benefit Plan" means any pension plan as defined in Section 3(2) of ERISA other than a Multiemployer Plan, which is subject to ERISA Title IV or Section 412 or 430 of the IRC and which is sponsored, maintained or contributed to by (or to which there is an obligation to contribute of) a Borrower or any Subsidiary of a Borrower or with respect to which a Borrower or a Subsidiary thereof has, or may have, any liability, including, for greater certainty, liability arising from an ERISA Affiliate. For avoidance of doubt, the term "Employee Benefit Plan" shall not include a Canadian Plan or a Canadian Multiemployer Plan.

"Environmental Action" means any written complaint, summons, citation, notice, directive, order, claim, litigation, investigation, judicial or administrative proceeding, judgment, letter, or other written communication from any Governmental Authority, or any third party involving violations of, or liabilities under, Environmental Laws or Releases of Hazardous Materials from or onto any (a) assets, properties, or businesses of any Borrower, any Subsidiary of any Borrower, or any of their predecessors in interest, (b) adjoining properties or businesses, or (c) facilities which received Hazardous Materials generated by any Borrower, any Subsidiary of any Borrower, or any of their predecessors in interest.

"Environmental Law" means any applicable federal, state, provincial, territorial, municipal, foreign or local statute, law, rule, regulation, ordinance, code, permit, governmental restriction, binding and enforceable guideline, binding and enforceable written policy, or rule of common law now or hereafter in effect, and in each case as amended, or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, in each case, to the extent binding on Parent or its Subsidiaries, relating to the environment, the effect of the environment on employee health, or Hazardous Materials.

"Environmental Liabilities" means all liabilities, monetary obligations, losses, damages, costs and expenses, contingent or otherwise (including all reasonable fees, disbursements and expenses of counsel, experts, or consultants, and costs of Remedial Actions), indemnities, fines, penalties, sanctions, and interest incurred as a result of any claim or demand, or Remedial Action required, by any Governmental Authority or any third party, and which relate to any Environmental Action.

"Environmental Lien" means any Lien in favor of any Governmental Authority, contractor or any third party for Environmental Liabilities.

"Equipment" means equipment (as that term is defined in the Code or the PPSA, as applicable).

"Equity Interest" means, with respect to a Person, all of the shares, options, warrants, interests, participations, or other equivalents (regardless of how designated) of or in such Person, whether voting or nonvoting, including capital stock (or other ownership or profit interests or units), preferred stock, or any other "equity security" (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the SEC under the Exchange Act).

"Equivalent Amount" means, on any date, (a) with respect to any amount denominated in Dollars, such amount, and (b) with respect to any amount denominated in another currency, the equivalent amount thereof in Dollars into which such currency may be converted at the Spot Rate on such date.

"ERISA" means the Employee Retirement Income Security Act of 1974, and, unless the context indicates otherwise, the regulations promulgated and rulings issued thereunder. Section references to ERISA are to ERISA, as in effect at the date of this Agreement and any successor Section thereof.

"ERISA Affiliate" means each person (as defined in Section 3(9) of ERISA) which together with any Borrower or any Subsidiary of a Borrower would be deemed to be a "single employer" within the meaning of Section 414(b) or 414(c) of the IRC and solely with respect to Section 412 of the IRC, Section 414(b), 414(c), 414(m) or 414(o) of the IRC.

"ERISA Event" means (a) any "reportable event," as defined in Section 4043 of ERISA or the regulations issued thereunder, but excluding any event for which the 30-day notice period is waived with respect to a Benefit Plan, (b) any failure to make a required contribution to any Benefit Plan that would result in the imposition of a Lien or other encumbrance or the failure to satisfy the minimum funding standards set forth in Section 412 or 430 of the IRC or Section 302 or 303 of ERISA, or the arising of such a Lien or encumbrance, with respect to a Benefit Plan, (c) the incurrence by Borrowers or any of their respective Subsidiaries, or an ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination of any Benefit Plan or the withdrawal or partial withdrawal (including under Section 4062(e) of ERISA) of any of Borrowers or any of their respective Subsidiaries, or an ERISA Affiliate from any Benefit Plan, (d) the filing of a notice of intent to terminate a Benefit Plan or the treatment of a Benefit Plan amendment as a termination under Section 4041 of ERISA, (e) the receipt by Borrowers or any of their respective Subsidiaries, or an ERISA Affiliate from the PBGC or a plan administrator of any notice of intent to terminate any Benefit Plan or to appoint a trustee to administer any Benefit Plan, (f) the adoption of any amendment to a Benefit Plan that would require the provision of security pursuant to the IRC, ERISA or other applicable law, (g) the receipt by Borrowers or any of their respective Subsidiaries, or an ERISA Affiliate of any written notice concerning statutory liability arising from the withdrawal or partial withdrawal of Borrowers or any of their respective Subsidiaries, or an ERISA Affiliate from a Multiemployer Plan or a written determination that a Multiemployer Plan is, or is expected to be, insolvent within the meaning of Title IV of ERISA, (h) the occurrence of any non-exempt "prohibited transaction" (within the meaning of Section 406 of ERISA or Section 4975 of the IRC) with respect to which Borrowers or any of their respective Subsidiaries is a "disqualified person" (within the meaning of Section 4975 of the IRC) or with respect to which Borrowers or any of their respective Subsidiaries could reasonably be expected to have liability, (i) the occurrence of any event or condition which constitutes grounds under Section 4042 of ERISA for the termination of any Plan or the appointment of a trustee to administer any Benefit

Plan, (j) the filing of any request for or receipt of a minimum funding waiver under Section 412(c) of the IRC with respect to any Benefit Plan, (k) a determination that any Benefit Plan is in "at-risk" status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the IRC), (l) the receipt by Borrowers or any of their respective Subsidiaries or any ERISA Affiliate of any notice, that a Multiemployer Plan is, or is expected to be, in endangered or critical status under Section 305 of ERISA, or (m) any other extraordinary event or condition with respect to a Benefit Plan which could reasonably be expected to result in a Lien or any acceleration of any statutory requirement to fund all or a substantial portion of the unfunded accrued benefit liabilities of such plan.

"Erroneous Payment" has the meaning specified therefor in Section 17.18 of the Agreement.

"Erroneous Payment Deficiency Assignment" has the meaning specified therefor in Section 17.18 of the Agreement.

"Erroneous Payment Impacted Loans" has the meaning specified therefor in Section 17.18 of the Agreement.

"Erroneous Payment Return Deficiency" has the meaning specified therefor in Section 17.18 of the Agreement.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Event of Default" has the meaning specified therefor in Section 8 of the Agreement.

"Exchange Act" means the Securities Exchange Act of 1934, as in effect from time to time.

"Excluded Account" means (i) a Deposit Account or Securities Account constituting a withholding tax account (including any sales tax account), trust account, or escrow account used exclusively for such purposes and maintained for the benefit of unaffiliated third parties, and (ii) a Deposit Account exclusively used for payroll, payroll taxes, workers' compensation, deferred compensation and other employee wage and benefit payments to or for any Loan Party's or its Subsidiaries' employees.

"Excluded Swap Obligation" means, with respect to any Loan Party, any Swap Obligation if, and to the extent that, all or a portion of the guaranty of such Loan Party of (including by virtue of the joint and several liability provisions of Section 2.16), or the grant by such Loan Party of a security interest to secure, such Swap Obligation (or any guaranty thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Loan Party's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guaranty of such Loan Party or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guaranty or security interest is or becomes illegal.

"Excluded Taxes" means (a) any tax imposed on or measured by the net income or net profits of any Lender or any Participant (including any branch profits or franchise taxes), in each case (i) imposed by the jurisdiction (or by any political subdivision or taxing authority thereof) in which such Lender or such Participant is organized or the jurisdiction (or by any political subdivision or taxing authority thereof) in which such Lender's or such Participant's principal office is located, or (ii) as a result of a present or former connection between such Lender or such Participant and the jurisdiction or taxing authority imposing the tax (other than any such connection arising solely from such Lender or such Participant having executed, delivered or performed its obligations or received payment under, enforced its rights or remedies under or sold or assigned an interest in the Agreement or any other Loan Document), (b) taxes resulting from a Lender's or a Participant's failure to comply with the requirements of Section 16.2 of the Agreement, (c) any United States federal withholding taxes that would be imposed on amounts payable to a Lender based upon the applicable withholding rate in effect at the time such Lender becomes a party to the Agreement (or designates a new lending office), other than (i) any amount that such Lender (or its assignor, if any) was previously entitled to receive pursuant to Section 16.1 of the Agreement, if any, with respect to such withholding tax at the time such Lender becomes a party to the Agreement (or designates a new lending office), and (ii) additional United States federal withholding taxes that may be imposed after the time such Lender becomes a party to the Agreement (or designates a new lending office), as a result of a change in law, rule, regulation, order or other decision with respect to any of the foregoing by any Governmental Authority, (d) any withholding taxes imposed under FATCA and (e) any Canadian federal withholding taxes imposed on a Lender or Participant as a result of such Lender or Participant not dealing at arm's length (within the meaning of the Income Tax Act (Canada)) with a Canadian Borrower at the time of such payment (other than where the non-arm's length relationship arises, as a result of such Lender or Participant having become a party to, received or perfected a security interest under or received or enforced any rights under, a Loan Document).

"Existing Agent" means Wells Fargo Bank, National Association, in its capacity as administrative agent for the Existing Lenders.

"Existing Bank Product Obligations" means "Bank Product Obligations" as defined in the Existing Credit Agreement.

"Existing Credit Agreement" means that certain Credit Agreement, dated as of April 16, 2019, by and among Parent, Borrowers, the Existing Lenders and Existing Agent, as administrative agent, as amended from time to time.

"Existing Intercompany Subordination Agreement" means the "Intercompany Subordination Agreement" as defined in the Existing Credit Agreement.

"Existing Hedge Agreements" means any Hedge Agreement entered into by any Loan Party or any Subsidiary that is (a) outstanding on the Closing Date and (b) listed on Schedule H-1.

"Existing Lenders" means the lenders from time to time party to the Existing Credit Agreement.

"Existing Letters of Credit" has the meaning set forth in Section 2.11 of the Agreement.

"Existing Loan Documents" means "Loan Documents" as defined in the Existing Credit Agreement.

"Existing Secured Obligations" means all outstanding principal, accrued interest, accrued fees and expenses and any other indebtedness and amounts owing to Existing Lenders (or the agents therefor) under the Existing Loan Documents and all Existing Bank Product Obligations (in any event excluding, for the avoidance of doubt, upon the Closing Date, the reimbursement obligations with respect to the Existing Letters of Credit that are deemed to be reissued as Letters of Credit hereunder on the Closing Date).

"Extraordinary Advances" has the meaning specified therefor in Section 2.3(d)(iii) of the Agreement.

"Extraordinary Receipts" means any payments received by any Loan Party or any of its Subsidiaries not in the ordinary course of business (and not consisting of proceeds described in Sections 2.4(e)(ii), (iii), (v) and (vi) of this Agreement) consisting of (i) proceeds of judgments, proceeds of settlements, or other consideration of any kind received in connection with any cause of action or claim (and not consisting of proceeds described in Sections 2.4(e)(ii), (iii), (v) and (vi) of this Agreement), (ii) indemnity payments (other than to the extent such indemnity payments are immediately payable to a Person that is not an Affiliate of any Loan Party or any of its Subsidiaries), and (iii) any purchase price adjustment received in connection with any purchase agreement.

"FATCA" means Sections 1471 through 1474 of the IRC, as of the date of the Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof, any intergovernmental agreements relating to the foregoing, including any law, regulation or administrative rule implementing such agreement, and any agreements entered into pursuant to Section 1471(b)(1) of the IRC.

"FCPA" means the Foreign Corrupt Practices Act of 1977, and the Corruption of Foreign Public Officials Act (Canada), in each case as amended, and the rules and regulations thereunder.

"Federal Funds Rate" means, for any period, a fluctuating interest rate per annum equal to, for each day during such period, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by Agent from three Federal funds brokers of recognized standing selected by it (and if any such rate is below zero, then the rate determined pursuant to this definition shall be deemed to be zero).

"Fee Letter" means that certain amended and restated fee letter, dated even date with the Agreement, among Parent, Borrowers and Agent, in form and substance reasonably satisfactory to Agent.

"Final Financing Order" means the "Final Order" as defined in the Interim Financing Order, which order is in effect and not stayed, together with all extensions, modifications, and amendments thereto, in form and substance satisfactory to Agent, in its sole discretion.

"Financial Officer" of any Person means the chief financial officer, principal accounting officer, treasurer or controller of such Person, and any other financial officer having a role similar to any of the foregoing.

"Financial Officer Certification" means, with respect to the financial statements for which such certification is required, the certification of the chief executive officer, chief financial officer or controller of Administrative Borrower that such financial statements fairly present, in all material respects, the financial condition of Administrative Borrower and its Subsidiaries as at the dates indicated and the results of their operations and their cash flows for the periods indicated, subject to changes resulting from audit and normal year-end adjustments.

"Financing Order" means (a) until the entry of the Final Financing Order, the Interim Financing Order, and (b) from and after entry of the Final Financing Order, the Final Financing Order, together with all amendments, modifications and supplements to such Interim Financing Order or Final Financing Order, as applicable, which are acceptable to Agent in its sole discretion.

"Fleet Assets" means (a) any Equipment owned by a Borrower that is revenue earning equipment, or is classified as "revenue earning equipment" in the consolidated financial statements of the Administrative Borrower, and any other Equipment otherwise included in the Current Appraisal, and (b) any support Equipment owned by a Borrower.

"Fleet Asset Perfection Requirements" means, (a) with respect to any Fleet Asset owned by Loan Party that is not a Canadian Loan Party, the Borrowers have delivered to the Custodian (i) the certificate of title representing such Fleet Asset (x) in the case of Fleet Assets with respect to which the certificate of title is in possession of the Administrative Borrower on the Closing Date, no later than 3 Business Days following the Closing Date, and (y) in the case of all other certificates of title, no later than 3 Business Days following the date such certificate of title is first issued to or otherwise received by the applicable Borrower (in each case, or such later date as the Agent may agree in its Permitted Discretion), and (ii) the Additional Certificate of Title Documentation relating to such certificate of title within the later of (x) the date the related certificate of title is delivered to the Agent (or 3 Business Days following the Closing Date in the case of certificates of title in the possession of the Administrative Borrower on the Closing Date) and (y) 3 Business Days after the Administrative Borrower is notified by the Agent that such additional documentation is required to note Agent's Lien on such certificate of title under applicable law (in each case, or such later date as the Agent may agree in its Permitted Discretion), and (b) with respect to any Fleet Asset owned by a Canadian Loan Party, the vehicle identification number for such Fleet Asset has been provided to the Agent (or its designee) no later than (i) in the case of Fleet Assets existing on the Closing Date, 3 Business Days of the Closing Date, and (ii) in the case of all other Fleet Assets, no later than 3 Business Days following the date on which such Fleet Asset is acquired (in each case, or such later date as the Agent may agree in its Permitted Discretion); provided that, notwithstanding the deadlines set forth in the foregoing clauses (a) and (b), (A) upon delivery of any certificate of title representing a Fleet Asset (other than Fleet Assets of a Canadian Borrower) or (B) upon providing the Agent with the vehicle identification number

of a Fleet Asset (in the case of Fleet Assets of a Canadian Borrower), the Fleet Asset Perfection Requirements shall be deemed satisfied with respect to such Fleet Asset so long as, in the case of the foregoing clause (A) only, the Borrowers are in compliance with the requirements of the foregoing clause (a)(ii) with respect to such Fleet Asset.

"Flood Laws" means the National Flood Insurance Act of 1968, Flood Disaster Protection Act of 1973, and related laws, rules and regulations, including any amendments or successor provisions.

"Flood Program" means the National Flood Insurance Program created by the U.S. Congress pursuant to the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973, the National Flood Insurance Reform Act of 1994 and the Flood Insurance Reform Act of 2004, in each case as amended from time to time, and any successor statutes.

"Floor" means a rate of interest equal to 1%.

"Foreign Representative" has the meaning specified therefor in the recitals to this Agreement.

"Foreign Subsidiaries" means each Subsidiary of Parent that is not a Domestic Subsidiary.

"Funded Indebtedness" means, as of any date of determination, with respect to Administrative Borrower and its Subsidiaries on a consolidated basis, an amount equal to the sum (without duplication) of the aggregate principal amount of the following Indebtedness: (a) all obligations for borrowed money of such Person; (b) all obligations evidenced by bonds, debentures, notes, or other similar instruments of such Person and all reimbursement or other obligations in respect of letters of credit, bankers acceptances, or other financial products of such Person; and (c) all obligations of such Person as a lessee under Capital Leases; provided that (x) performance bonds, completion guarantees and other obligations of a like nature incurred in the ordinary course of business and (y) letters of credit (including any Letters of Credit) shall not be included in the calculation of Funded Indebtedness, except to the extent that amounts thereunder remain unreimbursed for more than 5 Business Days after the date on which such amount is drawn and due and payable.

"Funding Date" means the date on which a Borrowing occurs.

"GAAP" means generally accepted accounting principles as in effect from time to time in the United States, consistently applied.

"Governing Documents" means, with respect to any Person, its certificate or articles of incorporation or formation, memorandum of association, its by-laws or operating agreement, or other organizational or constating documents of such Person.

"Governmental Authority" means the government of any nation or any political subdivision thereof, whether at the national, state, territorial, provincial, municipal or any other level, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of, or

pertaining to, government (including any supra-national bodies such as the European Union or the European Central Bank).

"Guarantor" means (a) Parent, and (b) each Subsidiary of Parent that (i) is a party to the Guaranty and Security Agreement as a "Guarantor" on the Closing Date, (ii) is a party to the Canadian Guarantee and Security Agreement as a "Guarantor" on the Closing Date, and (iii) any other Person that is a debtor in the Bankruptcy Cases or is required from time to time to become a Guarantor pursuant to the terms hereof.

"Guaranty and Security Agreement" means the Guaranty and Security Agreement, dated as of even date with the Agreement, in form and substance reasonably satisfactory to Agent, by and among the Loan Parties (other than the Canadian Loan Parties) and Agent.

"Hazardous Materials" means (a) materials, substances or wastes that are defined or listed in, or otherwise classified pursuant to, any Environmental Law as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," "toxic wastes" or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, reproductive toxicity, or "EP toxicity", (b) oil, petroleum, or petroleum derived substances, natural gas, natural gas liquids, synthetic gas, drilling fluids, produced waters, and other wastes associated with the exploration, development, or production of crude oil, natural gas, or geothermal resources, (c) any flammable substances or explosives or any radioactive materials, (d) asbestos in any form and (e) polychlorinated biphenyls.

"Hedge Agreement" means a "swap agreement" as that term is defined in Section 101(53B)(A) of the Bankruptcy Code.

"Hedge Obligations" means any and all obligations or liabilities, whether absolute or contingent, due or to become due, now existing or hereafter arising, of Parent and its Subsidiaries arising under, owing pursuant to, or existing in respect of Hedge Agreements entered into with one or more of the Hedge Providers.

"Hedge Provider" means any Lender or any of its Affiliates; provided, that no such Person (other than Wells Fargo or its Affiliates) shall constitute a Hedge Provider unless and until Agent receives a Bank Product Provider Agreement from such Person and with respect to the applicable Hedge Agreement within ten days after the execution and delivery of such Hedge Agreement with Parent or its Subsidiaries; provided further, that if, at any time, a Lender ceases to be a Lender under the Agreement, then, from and after the date on which it ceases to be a Lender thereunder, neither it nor any of its Affiliates shall constitute Hedge Providers and the obligations with respect to Hedge Agreements entered into with such former Lender or any of its Affiliates shall no longer constitute Hedge Obligations.

"IFRS" means the International Financial Reporting Standards issued by the IFRS Foundation and the International Accounting Standards Board.

"Indebtedness" as to any Person means (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes, or other similar instruments and all reimbursement or other obligations in respect of letters of credit, bankers acceptances, or other financial products, (c) all obligations of such Person as a lessee under Capital

Leases, (d) all obligations or liabilities of others secured by a Lien on any asset of such Person, irrespective of whether such obligation or liability is assumed, (e) any obligation of such Person owed for all or any part of the deferred purchase price of property or services, including any earn-out obligations, purchase price adjustments and profit-sharing arrangements arising from purchase and sale agreements (excluding (i) trade payables incurred in the ordinary course of business that are not overdue by more than 180 days, and (ii) any working capital adjustments, purchase price holdbacks), (f) all monetary obligations of such Person owing under Hedge Agreements (which amount shall be calculated based on the amount that would be payable by such Person if the Hedge Agreement were terminated on the date of determination), (g) any Disqualified Equity Interests of such Person, and (h) any obligation of such Person guaranteeing or intended to guarantee (whether directly or indirectly guaranteed, endorsed, co-made, discounted, or sold with recourse) any obligation of any other Person that constitutes Indebtedness under any of clauses (a) through (g) above. For purposes of this definition, (i) the amount of any Indebtedness represented by a guaranty or other similar instrument shall be the lesser of the principal amount of the obligations guaranteed and still outstanding and the maximum amount for which the guaranteeing Person may be liable pursuant to the terms of the instrument embodying such Indebtedness, and (ii) the amount of any Indebtedness which is limited or is non-recourse to a Person or for which recourse is limited to an identified asset shall be valued at the lesser of (A) if applicable, the limited amount of such obligations, and (B) if applicable, the fair market value of such assets securing such obligation.

"Indemnified Liabilities" has the meaning specified therefor in Section 10.3 of the Agreement.

"Indemnified Person" has the meaning specified therefor in Section 10.3 of the Agreement.

"Indemnified Taxes" means, (a) any Taxes other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of a Loan Party under any Loan Document and (b) to the extent not otherwise described in clause (a), Other Taxes.

"Information Officer" means Alvarez & Marsal Canada Inc., in its capacity as court-appointed information officer in the Recognition Proceedings.

"Initial Approved Budget" means the 13-week operating budget (or such shorter, or longer, period, as applicable, to coincide with the Life of the Case) setting forth, on a consolidated basis with respect to the Loan Parties and their respective Subsidiaries, all forecasted consolidated cash receipts, consolidated cash disbursements and consolidated net cash flow on a weekly basis for the relevant period beginning as of the week of the Filing Date, broken down by week, including the anticipated weekly uses of the proceeds of the Loans for such period, which shall include, among other things, available cash, cash flow, total distributions (including trade payables and ordinary course expenses and total expenses, fees and expenses relating to the Loans, fees and expenses related to the Bankruptcy Cases, and working capital and other general corporate needs), which forecast shall be in form and substance reasonably satisfactory to the Agent. Such Initial Approved Budget shall be in the form set forth in Exhibit B-2 hereto. For all purposes hereunder, the Initial Approved Budget shall constitute an "Approved Budget".

"Insolvency Laws" means (i) the Bankruptcy Code, (ii) the *Bankruptcy and Insolvency Act (Canada)*, (iii) the CCAA, (iv) the *Winding-Up and Restructuring Act* (Canada), (v) the *Canada*

Business Corporations Act (Canada) or provincial corporate laws where such statute is used by a Person to propose an arrangement or compromise of some or all of the debts of a Person or a stay of proceedings to enforce some or all claims of creditors against a Person, and/or (vi) any similar legislation in a relevant jurisdiction, in each case as applicable and as in effect from time to time.

"Insolvency Proceeding" means any proceeding commenced by or against any Person under any provision of the Bankruptcy Code or under any other applicable Insolvency Laws, each as now and hereafter in effect, any successors to such statutes, and any similar laws in any jurisdiction including, without limitation, any laws relating to assignments for the benefit of creditors, formal or informal moratoria, compositions, extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief (including the Bankruptcy Cases and the Recognition Proceedings) and any law permitting a debtor to obtain a stay or a compromise of the claims of its creditors.

"Insurance Subsidiary" means any direct or indirect Wholly-Owned Subsidiary of Parent that is a captive insurer or risk retention group.

"Interim Financing Order" means collectively, the order of the Bankruptcy Court entered in the Bankruptcy Cases after an interim hearing (assuming satisfaction of the standards prescribed in Section 364 of the Bankruptcy Code and Bankruptcy Rule 4001 and other applicable law), which order is in effect and not stayed, together with all extensions, modifications, and amendments thereto, in form and substance satisfactory to Agent, in its sole discretion, which, among other matters but not by way of limitation, authorizes, on an interim basis, Debtors to execute and perform under the terms of this Agreement and the other Loan Documents.

"Inventory" means inventory (as that term is defined in the Code or, in the case of a Canadian Loan Party, the PPSA or the CCQ).

"Investment" means, with respect to any Person, any investment by such Person in any other Person (including Affiliates) in the form of loans, guarantees, advances, capital contributions (excluding (a) commission, travel, and similar advances to officers and employees of such Person made in the ordinary course of business, and (b) bona fide accounts receivable arising in the ordinary course of business), or acquisitions of Indebtedness, Equity Interests, or all or substantially all of the assets of such other Person (or of any division or business line of such other Person), and any other items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP. The amount of any Investment shall be the original cost of such Investment plus the cost of all additions thereto, without any adjustment for increases or decreases in value, or write-ups, write-downs, or write-offs with respect to such Investment, minus any actual returns of capital received in cash in respect of such Investment (not to exceed the original amount invested).

"Investment Banker" has the meaning specified therefor in Section 5.22 of the Agreement.

"IRC" means the Internal Revenue Code of 1986, as in effect from time to time.

"ISP" means, with respect to any Letter of Credit, the International Standby Practices 1998 (International Chamber of Commerce Publication No. 590) and any version or revision thereof accepted by the Issuing Bank for use.

"Issuer Document" means, with respect to any Letter of Credit, a letter of credit application, a letter of credit agreement, or any other document, agreement or instrument entered into (or to be entered into) by a Borrower in favor of Issuing Bank and relating to such Letter of Credit.

"Issuing Bank" means Wells Fargo or any other Lender that, at the request of Borrowers and with the consent of Agent, agrees, in such Lender's sole discretion, to become an Issuing Bank for the purpose of issuing Letters of Credit pursuant to Section 2.11 of the Agreement.

"Landlord Reserve" means, as to each location at which a Borrower or Guarantor has Spare Parts or Fleet Assets located or books and records with respect to Accounts located and as to which (x) a Collateral Access Agreement has not been received by Agent and (y) any Spare Parts or Fleet Assets at such location is subject to perfected or statutory Liens which are pari passu with or have priority over the Liens in favor of Agent, a reserve established by Agent in its Permitted Discretion.

"Lender" has the meaning set forth in the preamble to the Agreement, shall include Issuing Bank and the Swing Lender, and shall also include any other Person made a party to the Agreement pursuant to the provisions of Section 13.1 of the Agreement and "Lenders" means each of the Lenders or any one or more of them.

"Lender Group" means each of the Lenders (including Issuing Bank and the Swing Lender) and Agent, or any one or more of them.

"Lender Group Expenses" means all (a) costs or expenses (including taxes and insurance premiums) required to be paid by Parent or its Subsidiaries under any of the Loan Documents that are paid, advanced, or incurred by the Lender Group, (b) reasonable and documented out-of-pocket fees or charges paid or incurred by Agent in connection with the Lender Group's transactions with Parent and its Subsidiaries under any of the Loan Documents, including, photocopying, notarization, couriers and messengers, telecommunication, public record searches, filing fees, recording fees, publication, real estate surveys, real estate title policies and endorsements, and environmental audits, (c) Agent's customary fees and charges imposed or incurred in connection with any background checks or OFAC/PEP searches related to Parent or its Subsidiaries, (d) Agent's customary fees and charges (as adjusted from time to time) with respect to the disbursement of funds (or the receipt of funds) to or for the account of any Borrower (whether by wire transfer or otherwise), together with any out-of-pocket costs and expenses incurred in connection therewith, (e) customary charges imposed or incurred by Agent resulting from the dishonor of checks payable by or to any Loan Party, (f) reasonable documented out-of-pocket costs and expenses paid or incurred by the Lender Group to correct any default or enforce any provision of the Loan Documents, or during the continuance of an Event of Default, in gaining possession of, maintaining, handling, preserving, storing, shipping, selling, preparing for sale, or advertising to sell the Collateral, or any portion thereof, irrespective of whether a sale is consummated, (g) field examination, appraisal, and valuation fees and expenses of Agent related to any field examinations, appraisals, or valuation to the extent of the fees and charges provided in Section 2.10 of the Agreement, (h) [reserved], (i) Agent's reasonable costs and expenses (including attorneys' fees and expenses) relative to third party claims or any other lawsuit or adverse proceeding paid or incurred, whether in enforcing or defending the Loan Documents or otherwise in connection with the transactions contemplated by the Loan Documents, Agent's Liens in and to the Collateral, or the Lender Group's relationship with Parent or any of its Subsidiaries, (j) Agent's costs and

expenses (including reasonable documented attorneys' fees and due diligence expenses) incurred in advising, structuring, drafting, reviewing, administering (including travel, meals, and lodging), syndicating (including reasonable costs and expenses relative to CUSIP, DXSyndicate™, SyndTrak or other communication costs incurred in connection with a syndication of the loan facilities), or amending, waiving, or modifying the Loan Documents, and (k) Agent's and each Lender's reasonable documented costs and expenses (including reasonable documented attorneys, accountants, consultants, and other advisors fees and expenses) incurred in terminating, enforcing (including attorneys, accountants, consultants, and other advisors fees and expenses incurred in connection with a "workout," a "restructuring," or an Insolvency Proceeding concerning Parent or any of its Subsidiaries or in exercising rights or remedies under the Loan Documents), or defending the Loan Documents, irrespective of whether a lawsuit or other adverse proceeding is brought, or in taking any enforcement action or any Remedial Action with respect to the Collateral.

"Lender Group Representatives" has the meaning specified therefor in Section 17.9(a) of the Agreement.

"Lender-Related Person" means, with respect to any Lender, such Lender, together with such Lender's Affiliates, officers, directors, employees, attorneys, and agents.

"Letter of Credit" means a letter of credit (as that term is defined in the Code) issued by Issuing Bank.

"Letter of Credit Collateralization" means, with respect to any Letter of Credit, either (a) providing cash collateral (pursuant to documentation satisfactory to Agent in its Permitted Discretion, including provisions that specify that the Letter of Credit Fees and all commissions, fees, charges and expenses provided for in Section 2.11(k) of the Agreement (including any fronting fees) will continue to accrue while the Letters of Credit are outstanding) to be held by Agent for the benefit of the Revolving Lenders in an amount equal to 105% (or 115% with respect to Letters of Credit issued in a currency other than Dollars) of the then existing Letter of Credit Usage applicable to such Letter of Credit, (b) delivering to Agent documentation executed by all beneficiaries under such Letters of Credit, in form and substance satisfactory to Agent in its Permitted Discretion and Issuing Bank, terminating all of such beneficiaries' rights under the Letters of Credit, or (c) providing Agent with a standby letter of credit, in form and substance satisfactory to Agent in its Permitted Discretion, from a commercial bank acceptable to Agent (in its sole discretion) in an amount equal to 105% (or 115% with respect to Letters of Credit issued in a currency other than Dollars) of the then existing Letter of Credit Usage applicable to such Letter of Credit (it being understood that the Letter of Credit Fee and all fronting fees set forth in the Agreement will continue to accrue while the Letters of Credit are outstanding and that any such fees that accrue must be an amount that can be drawn under any such standby letter of credit).

"Letter of Credit Disbursement" means a payment made by Issuing Bank pursuant to a Letter of Credit.

"Letter of Credit Expiration Date" means the date which is five (5) Business Days prior to the Maturity Date.

"Letter of Credit Exposure" means, as of any date of determination with respect to any Lender, such Lender's Pro Rata Share of the Letter of Credit Usage on such date.

"Letter of Credit Fee" has the meaning specified therefor in Section 2.6(b) of the Agreement.

"Letter of Credit Indemnified Costs" has the meaning specified therefor in Section 2.11(f) of the Agreement.

"Letter of Credit Related Person" has the meaning specified therefor in Section 2.11(f) of the Agreement.

"Letter of Credit Usage" means, as of any date of determination, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit, and (b) the aggregate amount of all unpaid Letter of Credit Disbursements.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, assignment, charge, deposit arrangement, encumbrance, easement, lien (statutory or other), security interest, or other security arrangement and any other preference, priority, or preferential arrangement of any kind or nature whatsoever, including any conditional sale contract or other title retention agreement, the interest of a lessor under a Capital Lease and any synthetic or other financing lease having substantially the same economic effect as any of the foregoing.

"Life of the Case" means the period beginning on the Filing Date and lasting through (and including) the Plan Effective Date of the Plan.

"Loan" means any Revolving Loan, Swing Loan or Extraordinary Advance made (or to be made) hereunder.

"Loan Account" has the meaning specified therefor in Section 2.9 of the Agreement.

"Loan Documents" means the Agreement, the Financing Order, the Canadian Recognition Orders, the Reaffirmation Agreement, the Control Agreements, the US Copyright Security Agreement, the Fee Letter, the Guaranty and Security Agreement, any Credit Card Notifications, the Canadian Guarantee and Security Agreement, the Deed of Hypothec, the Intercompany Subordination Agreement, any Issuer Documents, the Letters of Credit, the Canadian IP Security Agreement, the US Patent Security Agreement, the US Trademark Security Agreement, the Mortgages any note or notes executed by Borrowers in connection with the Agreement and payable to any member of the Lender Group, and any other instrument or agreement entered into, now or in the future, by Parent, any Borrower or any of its Subsidiaries and any member of the Lender Group in connection with the Agreement.

"Loan Party" means any Borrower or any Guarantor.

"Main Street Lending Debt" means the indebtedness arising pursuant to the term loan by an Eligible Lender (as defined in the Main Street Lending Program) to a Borrower in which the Main Street Lending SPV has purchased a participation in accordance with the terms of the program.

"Main Street Lending Documents" means at any time all agreements, documents and instruments that evidence or set forth any of the terms of the Main Street Lending Debt, including any amendment, modification or supplement thereto.

"Main Street Lending Program" means the program for the purchase of participations in loans made by an Eligible Lender to an Eligible Borrower (as such terms are defined therein) by the Main Street Lending SPV, as authorized under Section 13(3) of the Federal Reserve Act and administered by the Federal Reserve Bank of Boston.

"Main Street Lending Program Termination Date" means the earlier of (a) the date of the payment in full of the Main Street Lending Debt or (b) the date that neither the Main Street Lending SPV, nor a Governmental Assignee holds an interest in the Main Street Lending Debt in any capacity. For purposes hereof the term "Governmental Assignee" means any of the following entities, if the Main Street Lending SPV's interest in the Main Street Lending Debt is transferred or assigned to such entity: any Federal Reserve Bank, any vehicle authorized to be established by the Board of Governors of the Federal Reserve System or any Federal Reserve Bank, any entity created by an act of the United States Congress, or any vehicle established or acquired by the Department of the Treasury or any other department or agency of the Federal government of the United States.

"Main Street Lending SPV" means MS Facilities LLC, a Delaware limited liability company, the special purpose vehicle established under the Main Street Lending Program.

"Margin Stock" as defined in Regulation U of the Board of Governors as in effect from time to time.

"Material Adverse Effect" means (a) a material adverse effect in the business, operations, results of operations, assets, liabilities or financial condition of the Loan Parties and their Subsidiaries, taken as a whole, (b) a material impairment of the Loan Parties' and their Subsidiaries' ability to perform their obligations under the Loan Documents to which they are parties or of the Lender Group's ability to enforce the Obligations or realize upon the Collateral (other than as a result of as a result of an action taken or not taken that is solely in the control of Agent), or (c) a material impairment of the enforceability or priority of Agent's Liens with respect to all or a material portion of the Collateral, except, in each case, for the commencement of the Bankruptcy Cases and the Recognition Proceedings and the that events customarily and reasonably result from the commencement of the Bankruptcy Cases and the Recognition Proceedings.

"Material Contract" means, with respect to any Person, any contract or agreement, whether entered into as of the Closing Date or after the Closing Date, if the breach of any such contract or agreement or the failure of any such contract or agreement to be in full force and effect would reasonably be expected to result in a Material Adverse Effect.

"Maturity Date" means the earlier of (a) one hundred eighty (180) days after the Filing Date, (b) twenty-eight (28) days after the consummation of a sale of all or substantially all of the Debtors' assets, and (c) the Plan Effective Date.

"Maximum Revolver Amount" means the aggregate amount of the Revolver Commitments of all Lenders, as such amount may be decreased by the amount of reductions in the Revolver

Commitments made in accordance with Section 2.4(c) of the Agreement. As of the Closing Date, the Maximum Revolver Amount is $199,969,560.45.

"Measurement Period" shall mean, as applicable, (a) the period beginning on Monday after the Filing Date and ending on the first Sunday thereafter, (b) the period beginning on Monday after the Filing Date and ending on the second Sunday thereafter, (c) the period beginning on Monday after the Filing Date and ending on the third Sunday thereafter and (d) each four consecutive calendar week period thereafter beginning on Monday and ending on the fourth Sunday thereafter.

"Moody's" means Moody's Investor Service, Inc.

"Mortgages" means, individually and collectively, one or more mortgages, deeds of trust, or deeds to secure debt, executed and delivered by a Loan Party in favor of Agent, in form and substance satisfactory to Agent in its Permitted Discretion, that encumber Real Property of a Loan Party located in the United States.

"Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA and subject to Title IV of ERISA under which Borrowers or any of their Subsidiaries have any obligation or liability, including on account of an ERISA Affiliate. For avoidance of doubt, the term "Multiemployer Plan" shall not include a Canadian Multiemployer Plan.

"Narrative Report" means, with respect to the financial statements for which such narrative report is required, a customary management's discussion and analysis, describing the results of operations of Administrative Borrower and its Subsidiaries for the applicable period to which such financial statements relate.

"Net Cash Proceeds" means:

(a) with respect to any sale or disposition by Administrative Borrower or any of its Subsidiaries of assets (other than as a result of a Casualty Event), the amount of cash proceeds received (directly or indirectly) from time to time (whether as initial consideration or through the payment of deferred consideration) by or on behalf of Administrative Borrower or such Subsidiary, in connection therewith after deducting therefrom (i) the amount of any Indebtedness secured by any Permitted Lien (other than Agent's Lien) on any asset which is required to be, and is, repaid in connection with such sale or disposition, (ii) reasonable fees, commissions, and expenses related thereto and required to be paid by Administrative Borrower or such Subsidiary in connection with such sale or disposition, (iii) taxes paid or payable to any taxing authorities by Administrative Borrower or such Subsidiary in connection with such sale or disposition, in each case to the extent, but only to the extent, that the amounts so deducted are, at the time of receipt of such cash, actually paid or payable to a Person that is not an Affiliate of Parent or any of its Subsidiaries, and are properly attributable to such transaction, and (iv) all amounts that are set aside as a reserve (A) for adjustments in respect of the purchase price of such assets, (B) for any liabilities associated with such sale or casualty, to the extent such reserve is required by GAAP, and (C) for the payment of unassumed liabilities relating to the assets sold or otherwise disposed of at the time of, or within 30 days after, the date of such sale or other disposition, to the extent that in each case the funds described above in this clause (iv) are (x) deposited into escrow with a third party escrow agent or set aside in a separate Deposit Account that is subject to a Control Agreement in favor of Agent,

and (y) paid to Agent as a prepayment of the applicable Obligations in accordance with Section 2.4(e) of this Agreement at such time when such amounts are no longer required to be set aside as such a reserve; and

(b) with respect to any Casualty Event, the amount of cash payments or proceeds received (directly or indirectly) from time to time by or on behalf of Administrative Borrower or any of its Subsidiaries in connection therewith after deducting therefrom (i) taxes paid or payable to any taxing authorities by Administrative Borrower or such Subsidiary in connection with such Casualty Event, in each case to the extent, but only to the extent, that the amounts so deducted are, at the time of receipt of such cash, actually paid or payable to a Person that is not an Affiliate of Parent or any of its Subsidiaries, and are properly attributable to such transaction, (ii) the amount of any Indebtedness secured by any Permitted Lien (other than Agent's Lien) on any asset which is required to be, and is, repaid in connection with Casualty Event, (iii) reasonable fees, commissions, and expenses related thereto and required to be paid by Administrative Borrower or such Subsidiary in connection with such Casualty Event, and (iv) all amounts that are set aside as a reserve (A) for adjustments in respect of the purchase price of such assets, and (B) for any liabilities associated with such Casualty Event, to the extent such reserve is required by GAAP.

"Non-Consenting Lender" has the meaning specified therefor in Section 14.2(a) of the Agreement.

"Non-Core Business" means the business of Coach USA, Inc. other than affiliates operating as Coach Canada, Olympia, MegaBus Retail, Dillon's Bus, Elko, Perfect Body, Rockland, Shortline, Suburban, Van Galder, and Wisconsin Coach.

"Non-Defaulting Lender" means each Lender other than a Defaulting Lender.

"Obligations" means (a) all loans (including the Revolving Loans (inclusive of Extraordinary Advances and Swing Loans)), debts, principal, interest (including any interest that accrues after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), reimbursement or indemnification obligations with respect to Letters of Credit (irrespective of whether contingent), premiums, liabilities (including all amounts charged to the Loan Account pursuant to the Agreement), obligations (including indemnification obligations), fees (including the fees provided for in the Fee Letter), Lender Group Expenses (including any fees or expenses that accrue after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), guaranties, and all covenants and duties of any other kind and description owing by any Loan Party, in each case, arising out of, under, pursuant to, in connection with, or evidenced by the Agreement or any of the other Loan Documents and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including all interest not paid when due and all other expenses or other amounts that Borrowers are required to pay or reimburse by the Loan Documents or by law or otherwise in connection with the Loan Documents, and (b) all Bank Product Obligations; provided that, anything to the contrary contained in the foregoing notwithstanding, the Obligations shall exclude any (i) Excluded Swap Obligation and (ii) the Main Street Lending Debt. Without limiting the generality of the foregoing,

the Obligations of Borrowers under the Loan Documents include the obligation to pay (i) the principal of the Revolving Loans, (ii) interest accrued on the Revolving Loans, (iii) the amount necessary to reimburse Issuing Bank for amounts paid or payable pursuant to Letters of Credit, (iv) Letter of Credit commissions, fees (including fronting fees) and charges, (v) Lender Group Expenses, (vi) fees payable under the Agreement or any of the other Loan Documents, and (vii) indemnities and other amounts payable by any Loan Party under any Loan Document. Any reference in the Agreement or in the Loan Documents to the Obligations shall include all or any portion thereof and any extensions, modifications, renewals, or alterations thereof, both prior and subsequent to any Insolvency Proceeding.

"OFAC" means The Office of Foreign Assets Control of the U.S. Department of the Treasury.

"Originating Lender" has the meaning specified therefor in Section 13.1(e) of the Agreement.

"Other Taxes" means all present or future stamp, value added or documentary taxes or any other excise or property taxes or similar charges or levies that arise from any payment made hereunder or from the execution, delivery, performance, recordation, or filing of, or otherwise with respect to the Agreement or any other Loan Document, except any such Taxes that are described in clause (ii) of the definition of "Excluded Taxes" imposed with respect to an assignment (other than an assignment made pursuant to Section 2.13(b) of the Agreement).

"Overadvance" means, as of any date of determination, that the Revolver Usage is greater than any of the limitations set forth in Section 2.1 or 2.11 of the Agreement.

"Parent" has the meaning specified therefor in the preamble to the Agreement.

"Parent Company" shall mean any direct or indirect parent company of the Administrative Borrower (other than the Sponsor).

"Participant" has the meaning specified therefor in Section 13.1(e) of the Agreement. "Participant Register" has the meaning set forth in Section 13.1(i) of the Agreement.

"Patriot Act" means the USA PATRIOT Act Title III of Pub. 107-56 (signed into law October 26, 2001 and amended on March 9, 2009, as amended).

"Payment Recipient" has the meaning specified therefor in Section 17.18 of the Agreement.

"PBGC" means the Pension Benefit Guaranty Corporation established pursuant to Section 4002 of ERISA, or any successor thereto.

"Permitted Discretion" means a determination made by Agent, in its commercially reasonable judgment and in accordance with its regular business practices and policies (as in effect from time to time) generally applicable to asset-based credit facilities.

"Permitted Dispositions" means:

(a) sales, abandonment, or other dispositions of Equipment that is substantially worn, damaged, obsolete or surplus or, so long as the value thereof is de minimis, Equipment that is no longer used or useful in the ordinary course of business and leases or subleases of Real Property no longer used or not useful in the conduct of the business of the Borrowers or their respective Subsidiaries,

(b) sales, rentals and leases of Inventory in the ordinary course of business,

(c) the use or transfer of money or Cash Equivalents in a manner that is not prohibited by the terms of the Agreement or the other Loan Documents,

(d) the licensing and sub-licensing, on a non-exclusive basis (or, with the prior written consent of Agent in its Permitted Discretion, on an exclusive basis, but subject, in each case, to Agent's Liens), of patents, trademarks, copyrights, and other intellectual property rights in the ordinary course of business,

(e) any sale or other disposition described in Schedule 5.20,

(f) the making of Permitted Investments,

(g) transfers of assets (i) from any Borrower or any of its Subsidiaries to a Loan Party, and (ii) from any Subsidiary of Parent that is not a Loan Party to any other Subsidiary of Parent,

(h) sales or other dispositions of Equipment, non-Fleet Assets, excess fuel and any other fixed assets at locations being closed, or the abandonment of such Equipment, non-Fleet Assets, excess fuel and other fixed assets at such locations to the extent the Loan Parties shall have determined it is not economical to remove, sell or otherwise dispose of such assets, and

(i) the sale or other disposition of the real property located at Newark, New Jersey.

"Permitted Holders" means, collectively, Variant Equity I, LP and its respective Affiliates.

"Permitted Indebtedness" means, without duplication:

(a) Indebtedness evidenced by the Agreement or the other Loan Documents,

(b) Indebtedness outstanding on the Filing Date and set forth on Schedule 4.14 to the Agreement,

(c) Permitted Purchase Money Indebtedness,

(d) endorsement of instruments or other payment items for deposit,

(e) Existing Secured Obligations and any Indebtedness reinstated by the Bankruptcy Court or the Canadian Court and constituting Reinstated Existing Secured Obligations,

(f) Indebtedness consisting of the financing of insurance premiums to the extent approved by the Bankruptcy Court,

(g) [intentionally omitted],

(h) Indebtedness incurred in the ordinary course of business under performance, surety, statutory, or appeal bonds,

(i) Indebtedness permitted to be incurred in accordance with the Financing Order and the Canadian Recognition Order,

(j) the incurrence by any Borrower or its Subsidiaries of Indebtedness under Hedge Agreements that are incurred in the ordinary course of business for the bona fide purpose of hedging the interest rate, commodity, or foreign currency risks associated with Borrowers' and their Subsidiaries' operations and not for speculative purposes,

(k) Indebtedness incurred in the ordinary course of business in respect of credit cards, credit card and other payment processing services, debit cards, stored value cards, commercial cards (including so-called "purchase cards", "procurement cards" or "p-cards"), or Cash Management Services,

(l) [intentionally omitted],

(m) [intentionally omitted],

(n) [intentionally omitted],

(o) Indebtedness consisting of Permitted Intercompany Advances,

(p) [intentionally omitted],

(q) [intentionally omitted],

(r) accrual of interest, accretion or amortization of original issue discount, or the payment of interest in kind, in each case, on Indebtedness that otherwise constitutes Permitted Indebtedness,

(s) if an Issuing Bank is unable or unwilling to issue a Letter of Credit payable in a currency required by the intended beneficiary or otherwise in a form or with terms required by the intended beneficiary or applicable law, Indebtedness in respect of letters of credit payable in such currency or in such form or with such terms, as the case may be,

(t) [intentionally omitted],

(u) [intentionally omitted],

(v) unsecured Indebtedness of any Loan Party; provided that (i) immediately prior to and after giving effect to the incurrence of such Indebtedness, no Default or Event of Default shall have occurred and be continuing or would result therefrom, and (ii) the aggregate

outstanding principal amount of all Indebtedness permitted by this clause (w) shall not exceed $100,000 at any time outstanding, and

(w) the Main Street Lending Debt; provided, that,

(i) in no event shall the principal amount of such indebtedness exceed $35,000,000 plus any accrued interest that is capitalized and added to such principal amount,

(ii) Borrower is eligible to receive the loan under the Main Street Lending Program in accordance with the terms of the Main Street Lending Program, such loan under the Main Street Lending Program is a Main Street New Loan Facility (as provided for in the Main Street Lending Program), all representations and certifications made by Borrower in connection with obtaining such loan under the Main Street Lending Program are true and correct, and Borrower is and shall at all times be in compliance in all material respects with the terms and conditions of the Main Street Lending Program, and

(iii) Borrower shall provide to Agent (or Agent shall have otherwise received) copies of all Main Street Lending Documents, including providing any amendments or supplements to any such agreements, documents or instruments, in each case promptly upon the execution thereof, together with such other information with respect to the Main Street Lending Debt as Agent may from time to time reasonably request.

"Permitted Intercompany Advances" means loans or other extensions of credit made by (a) a Borrower to another Borrower or to a Guarantor (other than Parent), (b) a Guarantor to another Guarantor (other than Parent) or a Borrower, so long as, in the case of a loan or other extension of credit to a Borrower, the parties thereto are party to an Intercompany Subordination Agreement, (c) a Subsidiary that is not a Loan Party to another Subsidiary that is not a Loan Party, (d) a Subsidiary of a Loan Party to a Loan Party, so long as, if such loan or other credit extension constitutes Indebtedness, the parties thereto are party to an Intercompany Subordination Agreement, (e) [reserved], and (f) a Borrower or a Guarantor to Parent for the purpose of funding ordinary course expenses of Parent; provided that the aggregate outstanding amount of all such loans or other extensions of credit permitted under this clause (f) shall not exceed $100,000 during any fiscal year of Parent and its Subsidiaries.

"Permitted Investments" means:

(a) Investments in cash and Cash Equivalents,

(b) Investments in negotiable instruments deposited or to be deposited for collection in the ordinary course of business,

(c) advances made in connection with purchases of goods or services in the ordinary course of business,

(d) Investments received in settlement of amounts due to any Borrowers or any of their Subsidiaries effected in the ordinary course of business or owing to any Borrowers or any

of their Subsidiaries as a result of Insolvency Proceedings involving an account debtor or supplier or upon the foreclosure or enforcement of any Lien in favor of Borrowers or their Subsidiaries,

(e) Investments owned by any Borrowers or any of their Subsidiaries on the Closing Date and set forth on Schedule P-1 to the Agreement (but no increases to such Investments),

(f) guarantees that are permitted under the definition of "Permitted Indebtedness,

(g) Permitted Intercompany Advances,

(h) the Administration Charge,

(i) deposits of cash outstanding on the Closing Date made in the ordinary course of business to secure performance of operating leases, real estate leases, and licenses or to secure charge back and similar obligations in connection with credit card and other payment processing services in the ordinary course of business, and deposits of cash made and/or certificates of deposit acquired and pledged to secure Liens to secure obligations in respect of business credit cards (to the extent permitted under clause (bb) of the definition of "Permitted Liens"),

(j) [intentionally omitted],

(k) [intentionally omitted],

(l) [intentionally omitted],

(m) [intentionally omitted],

(n) [intentionally omitted],

(o) [intentionally omitted],

(p) [intentionally omitted],

(q) [intentionally omitted],

(r) Investments in the form of prepaid expenses in the ordinary course of business and lease, contract, utility, workers compensation, performance and other similar deposits in the ordinary course of business and on a basis consistent with past practices and to the extent set forth in the Approved Budget,

(s) Investments by Loan Parties in the Equity Interests of their Subsidiaries and joint ventures to the extent such Investments exist on the Closing Date,

(t) [intentionally omitted],

(u) [intentionally omitted],

(v) the maintenance of deposit accounts in the ordinary course of business, subject to compliance with requirements set forth in this Agreement and the other Loan Documents with respect to such deposit accounts,

(w) [intentionally omitted],

(x) to the extent constituting an Investment, transactions permitted by Section 6.10(f) of the Agreement,

(y) Investments in Excluded Accounts,

(z) [intentionally omitted],

(aa) [intentionally omitted], and

(bb) [intentionally omitted].

"Permitted Liens" means:

(a) Liens granted to, or for the benefit of, Agent to secure the Obligations,

(b) Liens for unpaid taxes, assessments, or other governmental charges or levies that either (i) are not yet delinquent or remain payable without penalty, or (ii) do not have priority over Agent's Liens on Accounts, Fleet Assets, Spare Parts or Real Property and the underlying taxes, assessments, or charges or levies are the subject of Permitted Protests,

(c) judgment Liens arising solely as a result of the existence of judgments, orders, or awards that do not constitute an Event of Default under Section 8.3 of the Agreement, so long as such judgments are stayed during the pendency of the Bankruptcy Cases and the Recognition Proceedings,

(d) Liens set forth on Schedule P-2 to the Agreement; provided, that to qualify as a Permitted Lien, any such Lien described on Schedule P-2 to the Agreement shall only secure the Indebtedness that it secures on the Closing Date,

(e) any (i) interest or title of a lessor or sublessor under any lease not prohibited by this Agreement, (ii) restriction or encumbrance of record that the interest or title of such lessor or sublessor, or lessee or sublessee may be subject to, (iii) subordination of the interest of the lessee or sublessee under such lease to any restriction or encumbrance referred to in the preceding clause (ii) or (iv) non-exclusive (or, with the prior written consent of Agent in its Permitted Discretion, on an exclusive basis) licensors or sublicensor under license agreements,

(f) purchase money Liens or the interests of lessors under Capital Leases to the extent that such Liens or interests secure Permitted Purchase Money Indebtedness and so long as (i) such Lien attaches only to the asset purchased or acquired and the proceeds thereof, and (ii) such Lien only secures Permitted Purchase Money Indebtedness,

(g) Liens arising by operation of law (and consensual Liens but only to the extent such Liens are substantially similar to those which already arise by operation of law or are otherwise unperfected) in favor of warehousemen, landlords, carriers, mechanics, repairmen, materialmen, laborers, or suppliers, incurred in the ordinary course of business and not in connection with the borrowing of money, and which Liens either (i) are for sums not yet delinquent for more than 90 days or remain payable without penalty, or (ii) are the subject of Permitted Protests,

(h) Liens on amounts deposited to secure any Borrower's or any of their respective Subsidiaries' obligations in connection with worker's compensation or other unemployment insurance or other comparable laws of regulations,

(i) Liens on amounts deposited to secure Borrowers and their Subsidiaries obligations in connection with the making or entering into of bids, tenders, statutory obligations, leases, government contracts, trade contracts, or other similar obligations or leases in the ordinary course of business and not in connection with the borrowing of money,

(j) Liens on (i) amounts deposited to secure obligations under, or (ii) the assets relating to the underlying contract that is the subject of, surety, or appeal, statutory, return-of-money and fiduciary bonds, performance bonds, bid bonds, completion guarantee or other similar obligations obtained in the ordinary course of business (it being understood for the avoidance of doubt that Liens permitted pursuant to this clause (j) may not secure Indebtedness for borrowed money), provided that, if any Liens described in this clause (j) secure obligations that are more than 60 days past due, such obligations are the subject of a Permitted Protest,

(k) with respect to any Real Property, easements, de minimis defects in title, inchoate Liens for non-delinquent real property taxes and assessments, rights of way, building codes and zoning restrictions and other similar encumbrances and minor title defects or irregularities, subdivisions, wetlands, zoning and other land use restrictions that do not materially interfere with or impair the use or operation thereof or render title unmarketable,

(l) non-exclusive licenses (or, with the prior written consent of Agent in its Permitted Discretion, exclusive licenses) of patents, trademarks, copyrights, and other intellectual property rights in the ordinary course of business and not interfering in any material respect with the ordinary conduct of the business of Parent or any of its Subsidiaries and in existence as of the Filing Date,

(m) Liens granted in the ordinary course of business on the unearned portion of insurance premiums securing the financing of insurance premiums to the extent the financing is permitted under the definition of "Permitted Indebtedness",

(n) rights of setoff or bankers' liens upon deposits of funds in favor of banks or other depository institutions, solely to the extent incurred in connection with the maintenance of such Deposit Accounts that are subject to Control Agreements in the ordinary course of business,

(o) [intentionally omitted],

(p) Liens in favor of customs and revenue authorities arising on or prior to the Filing Date as a matter of law to secure payment of customs duties in connection with the importation of goods,

(q) [intentionally omitted],

(r) [intentionally omitted],

(s) [intentionally omitted],

(t) Liens evidenced by filing of precautionary UCC or PPSA financing statements relating solely to operating leases of personal property,

(u) Liens (i) incurred in the ordinary course of business in connection with the purchase or shipping of goods or assets (or the related assets and proceeds thereof), which Liens are in favor of the seller or shipper of such goods or assets and only attach to such goods or assets, and (ii) arising out of consignment or similar arrangements for the sale of goods entered into in the ordinary course of business,

(v) holdbacks and Liens on amounts deposited to secure any Borrower's or any of their respective Subsidiaries' obligations for charge backs in respect of credit card and other payment processing services in the ordinary course of business**,**

(w) in connection with any Permitted Disposition, customary rights and restrictions with respect to the assets subject to such Permitted Disposition contained in agreements relating to such Permitted Dispositions pending the completion thereof,

(x) Liens consisting of an agreement to sell or otherwise transfer or dispose of any property in a Permitted Disposition, solely to the extent such Permitted Disposition would have been permitted on the date of the creation of such Lien,

(y) licenses and sublicenses and leases and subleases in existence prior to the Filing Date in the ordinary course of business which do not interfere in any material respect with the conduct of business of Parent and its Subsidiaries,

(z) Liens in favor of collecting banks arising under Section 4-210 of the Code or, with respect to collecting banks located in the State of New York, under Section 4-208 of the Code,

(aa) Liens arising in connection with the effect of any eminent domain or condemnation proceeding,

(bb) Liens on (i) amounts deposited or certificates of deposit to secure obligations in respect of business credit cards, and (ii) amounts on deposit to secure letters of credit set forth on Schedule 4.14,

(cc) Liens on amounts deposited to secure Fuel Hedging Indebtedness permitted by clause (j) of the definition of "Permitted Indebtedness" in an amount not to exceed the greater of (i) $25,000,000 and (ii) the applicable amounts set forth in the Approved Budget,

(dd) Liens securing assets acquired solely with proceeds received from, or the purchase price for which is reimbursed with proceeds received by the Loan Parties and their Subsidiaries from, grant programs administered or maintained by any Governmental Authority,

(ee) Liens granted to, or for the benefit of, Agent to secured the Existing Secured Obligations,

(ff) Liens granted or authorized by the Financing Order, including, without limitation, replacement Liens granted to Existing Agent, and

(gg) the Administration Charge and the D&O Charge.

"Permitted Priority Liens" means all Liens permitted to have priority over the Liens in favor of Agent, solely to the extent that such Liens are valid, perfected and non-avoidable as of the Filing Date (or as may be permitted to be perfected after the Filing Date pursuant to section 546 of the Bankruptcy Code) and were not subordinated by agreement or applicable law, subject to the terms of the Financing Order, the DIP Recognition Order and otherwise agreed to by Agent.

"Permitted Protest" means the right of Parent or any of its Subsidiaries to protest any Lien (other than any Lien that secures the Obligations), taxes (other than payroll taxes or taxes that are the subject of a United States federal tax lien), Environmental Lien or rental payment, provided that (a) a reserve with respect to such obligation or such Lien is established on Parent's or its Subsidiaries' books and records in such amount as is required under GAAP, (b) any such protest is instituted promptly and prosecuted diligently by Parent or its Subsidiary, as applicable, in good faith, (c) in the case of a tax or claim which has or may become a Lien against any of the Collateral, such protest conclusively operates to stay the sale of any portion of the Collateral to satisfy such tax or claim, and (d) Agent is satisfied that, while any such protest is pending, there will be no impairment of the enforceability, validity, or priority of any of Agent's Liens.

"Permitted Purchase Money Indebtedness" means, as of any date of determination, Indebtedness of Borrowers or their Subsidiaries with respect to Capitalized Lease Obligations and purchase money obligations in an aggregate outstanding amount not to exceed $500,000; provided that any such Indebtedness (i) is issued and any Liens securing such Indebtedness are created within 60 days after the acquisition, construction, lease or improvement of the asset financed and (ii) shall be secured only by the asset acquired, constructed, leased or improved in connection with the incurrence of such Indebtedness.

"Permitted Variance" means, (a) with respect to determining compliance with Section 7(a) relating to the Loan Parties' cash disbursements, in each case compared to the amount forecast for disbursements for the same period in the Approved Budget: (i) for the Measurement Periods ending on the final Business Day of each of the first, second and third full weeks after the Filing Date, a cumulative variance for all disbursements in excess of the Approved Budget of 15.0%, and (ii) for each Measurement Period thereafter, a cumulative variance for all disbursements in excess of the Approved Budget of 10.0% and (b) with respect to determining compliance with Section

7(b) relating to the Loan Parties' cash receipts, in each case compared to the amount forecast for receipts during the same period in the Approved Budget: (i) for the Measurement Periods ending on the final Business Day of each of the first, second and third full weeks after the Filing Date, a cumulative variance for all receipts less than the Approved Budget of 15.0%, and (ii) for each Measurement Period thereafter, a cumulative variance for all receipts less than the Approved Budget of 10.0%.

"Person" means natural persons, corporations, limited liability companies, unlimited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof.

"Plan" means a plan of reorganization in form and substance satisfactory to Agent in its sole discretion.

"Plan Effective Date" means the date in which all conditions precedent to the effectiveness of a Plan have been satisfied or waived in accordance with such Plan.

"Platform" has the meaning specified therefor in Section 17.9(c) of the Agreement.

"PPSA" means the Personal Property Security Act (Ontario) and the regulations thereunder, as from time to time in effect; provided that if attachment, perfection or priority of Agent's Lien on any Collateral is governed by the personal property security laws of any jurisdiction in Canada other than the laws of the Province of Ontario, "PPSA" means those personal property security laws (including the CCQ, and, where applicable, the regulations promulgated thereunder) in such other jurisdiction in Canada for the purposes of the provisions hereof relating to such attachment, perfection or priority and for the definitions related to such provisions.

"Pre-Petition Payment" means a payment (by way of adequate protection or otherwise) of principal or interest or otherwise on account of any pre-petition Indebtedness, trade payables or other pre-petition claims against any Loan Party.

"Pro Rata Share" means, as of any date of determination:

(a) with respect to a Lender's obligation to make all or a portion of the Revolving Loans, with respect to such Lender's right to receive payments of interest, fees, and principal with respect to the Revolving Loans, and with respect to all other computations and other matters related to the Revolver Commitments or the Revolving Loans, the percentage obtained by dividing (i) the Revolving Loan Exposure of such Lender, by (ii) the aggregate Revolving Loan Exposure of all Lenders,

(b) with respect to a Lender's obligation to participate in the Letters of Credit, with respect to such Lender's obligation to reimburse Issuing Bank, and with respect to such Lender's right to receive payments of Letter of Credit Fees, and with respect to all other computations and other matters related to the Letters of Credit, the percentage obtained by dividing (i) the Revolving Loan Exposure of such Lender, by (ii) the aggregate Revolving Loan Exposure of all Lenders; provided, that if all of the Revolving Loans have been repaid in full and all Revolver Commitments have been terminated, but Letters of Credit remain outstanding, Pro Rata Share

under this clause shall be determined as if the Revolver Commitments had not been terminated and based upon the Revolver Commitments as they existed immediately prior to their termination, and

(c) with respect to all other matters and for all other matters as to a particular Lender (including the indemnification obligations arising under Section 15.7 of the Agreement), the percentage obtained by dividing (i) the Revolving Loan Exposure of such Lender, by (ii) the aggregate Revolving Loan Exposure of all Lenders, in any such case as the applicable percentage may be adjusted by assignments permitted pursuant to Section 13.1; provided, that if all of the Loans have been repaid in full, all Letters of Credit have been made the subject of Letter of Credit Collateralization, and all Revolver Commitments have been terminated, Pro Rata Share under this clause shall be determined as if the Revolving Loan Exposures had not been repaid, collateralized, or terminated and shall be based upon the Revolving Loan Exposures as they existed immediately prior to their repayment, collateralization, or termination.

"Plan Effective Date" means the date on which all conditions precedent to the effectiveness of a plan of reorganization under Chapter 11 of the Bankruptcy Code have been satisfied or waived in accordance with such plan of reorganization.

"Projections" means an annual forecast (including projected statements of income, sources and uses of cash and balance sheets for the Borrowers and their respective Subsidiaries on a consolidated basis), prepared on a month-by-month basis for such fiscal year and including a discussion of the principal assumptions upon which such forecast is based.

"Proposed Plan" means a chapter 11 plan of reorganization and all amendments, supplements and modifications thereto, each of which is in form and substance satisfactory to Agent.

"Protective Advances" has the meaning specified therefor in Section 2.3(d)(i) of the Agreement.

"Public-Sider" means a Lender whose representatives may trade in securities of Administrative Borrower or its controlling person or any of its Subsidiaries while in possession of the financial statements provided by Administrative Borrower under the terms of this Agreement.

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. § 5390(c)(8)(D).

"QFC Credit Support" has the meaning specified therefor in Section 17.17 of the Agreement.

"Qualified Cash" means the amount of unrestricted cash and Cash Equivalents of the Loan Parties maintained in Deposit Accounts and Securities Accounts in the United States with the Agent and subject to a Control Agreement.

"Qualified Equity Interest" means and refers to any Equity Interests issued by Parent (and not by one or more of its Subsidiaries) that is not a Disqualified Equity Interest.

"Qualified IPO" means the issuance by Parent or any direct or indirect parent of Parent of its common Equity Interests in an underwritten primary public offering (other than a public offering pursuant to a registration statement on Form S-8) pursuant to an effective registration statement filed with the U.S. Securities and Exchange Commission in accordance with the Securities Act (whether alone or in connection with a secondary public offering).

"Qualified Investment Banker Engagement" means the engagement and retention by the Borrowers of an investment banker satisfactory to Agent, at Borrowers' sole cost and expense and on terms and conditions satisfactory to Agent, for purposes of preparing, marketing, and consummating the sale of all or substantially all of the assets of the Borrowers, and such other potential strategic alternatives (including, without limitation, potential equity sales, refinancing transactions, capital investment raise transactions, and other transactions) as may be acceptable to the Borrowers and the Agent, the consummation of each of which shall be subject to the terms and provisions of this Agreement.

"Reaffirmation Agreement" means that certain Reaffirmation of Prepetition Loan Documents, dated as of the Closing Date, by and among the Loan Parties and the Agent.

"Real Property" means any estates or interests in real property now owned or hereafter acquired by a Loan Party or one of its Subsidiaries and the improvements thereto.

"Real Property Collateral" means any Real Property that is subject to a Mortgage in favor of Agent.

"Receivable Reserves" means, as of any date of determination, those reserves that Agent deems necessary or appropriate, in its Permitted Discretion and subject to Section 2.1(c) of the Agreement, to establish and maintain (including reserves for rebates, discounts, warranty claims, and returns) with respect to the Accounts.

"Recognition Proceedings" has the meaning specified in the recitals to this Agreement.

"Record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

"Register" has the meaning set forth in Section 13.1(h) of the Agreement.

"Registered Loan" has the meaning set forth in Section 13.1(h) of the Agreement.

"Reinstated Existing Secured Obligations" means any Existing Secured Obligations constituting Avoided Payments, to the extent such obligations have been reinstated, in each case, pursuant to, and subject to the requirements and terms of the Bankruptcy Court.

"Related Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course and that is administered, advised or managed by (a) a Lender, (b) an Affiliate of a Lender, or (c) an entity or an Affiliate of an entity that administers, advises or manages a Lender.

"Related Transactions" means (a) the execution, delivery and performance by the Loan Parties of this Agreement and each other Loan Document to which they are a party, the borrowing hereunder of the Loans and the use of the proceeds thereof, and the grant of DIP Liens by the Borrowers on the Collateral pursuant to this Agreement, the Financing Order and the Guaranty and Security Agreement and the Canadian Guarantee and Security Agreement, (b) the commencement and filing of the Bankruptcy Cases and the Recognition Proceedings and (c) the payment of all fees, costs and expenses associated with all of the foregoing.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, migrating or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Materials or pollutant or contaminant) or within or upon any building.

"Relevant Public Company" means and direct or indirect parent company of Parent that is the registrant with respect to a Qualified IPO.

"Remedial Action" means all actions taken to (a) clean up, remove, remediate, contain, treat, monitor, assess, evaluate, or in any way address Hazardous Materials in the indoor or outdoor environment, (b) prevent or minimize a Release or threatened Release of Hazardous Materials so they do not migrate or endanger or threaten to endanger public health or welfare or the indoor or outdoor environment, (c) restore or reclaim natural resources or the environment, (d) perform any pre-remedial studies, investigations, or post-remedial operation and maintenance activities, or (e) conduct any other actions with respect to Hazardous Materials required by Environmental Laws.

"Replacement Lender" has the meaning specified therefor in Section 2.13(b) of the Agreement.

"Report" has the meaning specified therefor in Section 15.16 of the Agreement.

"Required Lenders" means, at any time, Lenders having or holding more than 50.0% of the aggregate Revolving Loan Exposure of all Lenders; provided, that (a) the Revolving Loan Exposure of any Defaulting Lender shall be disregarded in the determination of the Required Lenders, (b) at any time there are two or more Lenders that are not Affiliates, "Required Lenders" must include at least two Lenders (who are not Affiliates of one another).

"Reserves" means, as of any date of determination, subject to subject to Section 2.1(c) of the Agreement, (a) reserves with respect to the Carveout and other amounts which, in the Permitted Discretion of Agent likely would have a priority superior to the Obligations, (b) the D&O Reserve, Receivable Reserves, Bank Product Reserves, Canadian Priority Payables Reserves, Spare Parts Reserves and Landlord Reserves that Agent establishes and maintains in its Permitted Discretion and, (c) those other reserves that Agent deems necessary or appropriate, in its Permitted Discretion, to establish and maintain (including reserves with respect to (i) sums that Parent or its Subsidiaries are required to pay under any Section of the Agreement or any other Loan Document (such as taxes, assessments, insurance premiums, or, in the case of leased assets, rents or other amounts payable under such leases) and has failed to pay, (ii) amounts owing by Parent or its Subsidiaries to any Person to the extent secured by a Lien on, or trust over, any of the Collateral (other than a Permitted Lien), which Lien or trust, in the Permitted Discretion of Agent likely would have a

priority superior to the Agent's Liens (such as Liens or trusts in favor of landlords, warehousemen, carriers, mechanics, materialmen, laborers, or suppliers, or Liens or trusts for ad valorem, excise, sales, or other taxes where given priority under applicable law) in and to such item of the Collateral and (iii) unpaid past due wages, vacation pay, health care reimbursements and other similar amounts subject to any wage lien law (including pursuant to Wis. Stat 109.01, et seq., or any similar law)), with respect to the Maximum Revolver Amount.

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Restricted Payment" means to (a) declare or pay any dividend or make any other payment or distribution, directly or indirectly, on account of Equity Interests issued by Parent or any of its Subsidiaries (including any payment in connection with any merger, amalgamation or consolidation involving Parent or any of its Subsidiaries) or to the direct or indirect holders of Equity Interests issued by Parent or any of its Subsidiaries in its capacity as such (other than dividends or distributions payable in Qualified Equity Interests issued by Parent or any of its Subsidiaries), (b) purchase, redeem, make any sinking fund or similar payment, or otherwise acquire or retire for value (including in connection with any merger, amalgamation or consolidation involving Parent or any of its Subsidiaries) any Equity Interests issued by Parent or any of its Subsidiaries, or (c) make any payment to retire, or to obtain the surrender of, any outstanding warrants, options, or other rights to acquire Equity Interests of Parent or any of its Subsidiaries now or hereafter outstanding.

"Revolver Commitment" means, with respect to each Revolving Lender, its Revolver Commitment, and, with respect to all Revolving Lenders, their Revolver Commitments, in each case as such Dollar amounts are set forth beside such Revolving Lender's name under the applicable heading on Schedule C-1 to the Agreement or in the Assignment and Acceptance pursuant to which such Revolving Lender became a Revolving Lender under the Agreement, as such amounts may be reduced or increased from time to time pursuant to assignments made in accordance with the provisions of Section 13.1 of the Agreement.

"Revolver Usage" means, as of any date of determination, the sum of (a) the amount of outstanding Revolving Loans (inclusive of Swing Loans, and Protective Advances), plus (b) the amount of the Letter of Credit Usage.

"Revolving Lender" means a Lender that has a Revolver Commitment or that has an outstanding Revolving Loan.

"Revolving Loan Exposure" means, with respect to any Revolving Lender, as of any date of determination (a) prior to the termination of the Revolver Commitments, the amount of such Lender's Revolver Commitment, and (b) after the termination of the Revolver Commitments, the aggregate outstanding principal amount of the Revolving Loans of such Lender.

"Revolving Loans" has the meaning specified therefor in Section 2.1(a) of the Agreement.

"Sanctioned Entity" means (a) a country or territory or a government of a country or territory, (b) an agency of the government of a country or territory, (c) an organization directly or indirectly controlled by a country or territory or its government, or (d) a Person resident in or

determined to be resident in a country or territory, in each case of clauses (a) through (d) that is a target of Sanctions, including a target of any country sanctions program administered and enforced by OFAC or the federal government of Canada.

"Sanctioned Person" means, at any time (a) any Person named on the list of Specially Designated Nationals and Blocked Persons maintained by OFAC, OFAC's consolidated Non-SDN list or any other Sanctions-related list maintained by any Governmental Authority, (b) a Person or legal entity that is a target of Sanctions, (c) any Person operating, organized or resident in a Sanctioned Entity, or (d) any Person directly or indirectly owned or controlled (individually or in the aggregate) by or acting on behalf of any such Person or Persons described in clauses (a) through (c) above.

"Sanctions" means individually and collectively, respectively, any and all economic sanctions, trade sanctions, financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes, anti-terrorism laws and other sanctions laws, regulations or embargoes, including those imposed, administered or enforced from time to time by: (a) the United States of America, including those administered by OFAC, the U.S. Department of State, the U.S. Department of Commerce, or through any existing or future executive order, (b) the United Nations Security Council, (c) the European Union or any European Union member state, (d) Her Majesty's Treasury of the United Kingdom, (e) the federal government of Canada, including without limitation the Canadian Economic Sanctions and Export Control Laws, or (f) any other Governmental Authority with jurisdiction over any member of Lender Group or any Loan Party or any of their respective Subsidiaries or Affiliates.

"S&P" means S&P Global Ratings, a division of S&P Global Inc., and any successor owner of such division.

"SEC" means the United States Securities and Exchange Commission and any successor thereto.

"Securities Account" means a securities account (as that term is defined in the Code or the STA, as applicable).

"Securities Act" means the Securities Act of 1933.

"Settlement" has the meaning specified therefor in Section 2.3(e)(i) of the Agreement. "Settlement Date" has the meaning specified therefor in Section 2.3(e)(i) of the Agreement.

"Spare Parts" means any accessory, appurtenance, or part that is capable of being used on Fleet Assets.

"Spare Parts Reserves" means, as of any date of determination, (a) Landlord Reserves, and (b) those reserves that Agent deems necessary or appropriate, in its Permitted Discretion and subject to Section 2.1(c), to establish and maintain with respect to Spare Parts.

"Specified Affiliates" means, collectively, any Parent Company and any direct or indirect Subsidiary of a Parent Company (but excluding, for the avoidance of doubt, Variant Equity

Advisors, LLC, Variant Equity I, LP and their respective investors and portfolio companies (other than any Parent Company and its Subsidiaries (including the Loan Parties))).

"Sponsor" means, collectively, Variant Equity Advisors, LLC, Variant Equity I, LP and their respective Controlled Investment Affiliates.

"Spot Rate" means for a currency, on any relevant date of determination, the rate determined by Agent or the Issuing Bank, as applicable, as the spot rate for the purchase of such currency with another currency through its principal foreign exchange trading office on the date of such determination (it being understood that such determination is typically made at approximately 1:30 p.m. London time, but the determination time may be adjusted from time to time, based on current system configurations); provided that Agent or the Issuing Bank, as applicable, may obtain such spot rate from another financial institution designated by Agent or the Issuing Bank, as applicable, if it does not have as of the date of determination a spot buying rate for any such currency.

"STA" means the Securities Transfer Act (Ontario) and the regulations thereunder, as from time to time in effect; provided that if attachment, perfection or priority of Agent's Lien on any Collateral is governed by the securities transfer laws of any jurisdiction in Canada other than the laws of the Province of Ontario, "STA" means those personal property security laws (including the CCQ, and, where applicable, the regulations promulgated thereunder) in such other jurisdiction in Canada for the purposes of the provisions hereof relating to such attachment, perfection or priority and for the definitions related to such provisions.

"Standard Letter of Credit Practice" means, for Issuing Bank, any domestic or foreign law or letter of credit practices applicable in the city in which Issuing Bank issued the applicable Letter of Credit or, for its branch or correspondent, such laws and practices applicable in the city in which it has advised, confirmed or negotiated such Letter of Credit, as the case may be, in each case, (a) which letter of credit practices are of banks that regularly issue letters of credit in the particular city, and (b) which laws or letter of credit practices are required or permitted under ISP or UCP, as chosen in the applicable Letter of Credit.

"Subject Holder" has the meaning specified therefor in Section 2.4(e)(vi) of this Agreement.

"Subordinated Indebtedness" means any unsecured Indebtedness of any Loan Party incurred from time to time that is at all times subordinated in right of payment to the Obligations, (a) that is not subject to scheduled amortization, redemption, sinking fund or similar payment until the date that is 91 days after the Maturity Date in effect at the time the documents evidencing such Indebtedness are entered into, (b) that does not have a final maturity on or before the date that is 6 months after the Maturity Date in effect at the time the documents evidencing such Indebtedness are entered into, (c) that capitalizes all interest, fees or other payments or otherwise does not require any payments of interest, fees or other amounts in cash prior to the date that is 91 days after the Maturity Date in effect at the time the documents evidencing such Indebtedness are entered into, (d) that only has obligors thereunder that are also Loan Parties hereunder, (e) that is on terms and conditions acceptable to Agent in its Permitted Discretion, and (f) the terms and conditions of the subordination are acceptable to Agent in its Permitted Discretion.

"Subsidiary" of a Person means a corporation, partnership, limited liability company, unlimited liability company, or other entity in which that Person (or one or more of the other Subsidiaries of that Person or a combination thereof) directly or indirectly owns or controls the Equity Interests having ordinary voting power (without regard to the occurrence of any contingency) to elect a majority of the Persons (whether directors, managers, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof; provided, in determining the percentage of ownership interests of any Person controlled by another Person, no ownership interest in the nature of a "qualifying share" of the former Person shall be deemed to be outstanding.

"Superpriority Claim" has the meaning specified therefore in Section 4.4(a)(ii) of the Agreement.

"Supported QFC" has the meaning specified therefor in Section 17.17 of the Agreement.

"Swap Obligation" means, with respect to any Loan Party, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

"Swing Lender" means Wells Fargo or any other Lender that, at the request of Borrowers and with the consent of Agent agrees, in such Lender's sole discretion, to become the Swing Lender under Section 2.3(b) of the Agreement.

"Swing Loan" has the meaning specified therefor in Section 2.3(b) of the Agreement.

"Swing Loan Exposure" means, as of any date of determination with respect to any Lender, such Lender's Pro Rata Share of the Swing Loans on such date.

"Taxes" means all present or future taxes, levies, imposts, duties, fees, assessments, deductions, withholdings (including backup withholding) or other charges of whatever nature now or hereafter imposed by any jurisdiction or by any political subdivision or taxing authority thereof or therein and all interest, penalties or similar liabilities with respect to such taxes, levies, imposts, duties, fees, assessments or other charges.

"Tax Lender" has the meaning specified therefor in Section 14.2(a) of the Agreement.

"Transactions" means, collectively, (a) commencement of the Bankruptcy Cases and the Recognition Proceedings, (b) the initial extensions of credit under this Agreement, and (c) the payment of all fees, costs and expenses in connection with the foregoing to the extent set forth in the Approved Budget.

"UCP" means, with respect to any Letter of Credit, the Uniform Customs and Practice for Documentary Credits 2007 Revision, International Chamber of Commerce Publication No. 600 and any version or revision thereof accepted by Issuing Bank for use.

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended form time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended

from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Unfunded Pension Liability" of any Benefit Plan subject to Title IV of ERISA means the amount, if any, by which the value of the accumulated plan benefits under the Benefit Plan determined on a plan termination basis in accordance with actuarial assumptions at such time consistent with those prescribed by the PBGC for purposes of Section 4044 of ERISA, exceeds the fair market value of all plan assets of such Benefit Plan.

"Unused Line Fee" has the meaning specified therefor in Section 2.10(b) of the Agreement.
"U.S." and "United States" means the United States of America.

"US Copyright Security Agreement" has the meaning specified therefor in the Guaranty and Security Agreement.

"U.S. Government Securities Business Day" means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association, or any successor thereto, recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities; provided, that for purposes of notice requirements in Sections 2.3(a), and 2.3(c), in each case, such day is also a Business Day.

"US Patent Security Agreement" has the meaning specified therefor in the Guaranty and Security Agreement.

"U.S. Special Resolution Regimes" has the meaning specified therefor in Section 17.17 of the Agreement.

"US Trademark Security Agreement" has the meaning specified therefor in the Guaranty and Security Agreement.

"Variance Report" means a weekly variance report prepared by the Chief Restructuring Officer for (i) each one-week period and (ii) the period from the commencement of the Bankruptcy Cases to the week ending prior to the date of such variance report, that sets forth (A) actual results against anticipated results under the applicable Approved Budget for the week in regard which such accompanying cash flow forecast is being delivered, reported in the aggregate (highlighting key line items) as of the end of such period, (B) the variance in dollar amounts and percentages, on a line item basis, (C) a written explanation for all line item variances of greater than 15% (or $100,000, if greater) for any given week and (D) such other information as the Agent may reasonably request.

"Voidable Transfer" has the meaning specified therefor in Section 17.8 of the Agreement.

"Weekly Cash Flow Forecast" has the meaning specified therefore in Section 5.2(b) of the Agreement.

"Wells Fargo" means Wells Fargo Bank, National Association, a national banking association.

"Wholly-Owned Domestic Subsidiary" means, as to any Person, any Wholly-Owned Subsidiary of such Person which is a Domestic Subsidiary of such Person.

"Wholly-Owned Subsidiary" means, as to any Person, (a) any corporation 100% of whose capital stock is at the time owned by such Person and/or one or more Wholly-Owned Subsidiaries of such Person and (b) any partnership, association, joint venture or other entity in which such Person and/or one or more Wholly-Owned Subsidiaries of such Person owns 100% of the Equity Interests at such time (other than, in the case of a Foreign Subsidiary with respect to preceding clause (a) or (b), director's qualifying shares and/or other nominal amounts of shares required to be held by Persons other than the Loan Parties and their respective Subsidiaries under applicable law).

"Withdrawal Liability" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA. For avoidance of doubt, at no time shall the term "Withdrawal Liability" apply to any Canadian Plan or a Canadian Multiemployer Plan.

"Write-Down and Conversion Powers" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

SCHEDULE 3.1
TO
DEBTOR-IN-POSSESSION CREDIT AGREEMENT

Conditions Precedent

The effectiveness of this Agreement and the obligation of each Lender to make its initial extension of credit provided for in the Agreement is subject to the fulfillment, to the satisfaction of (or waiver by) each Lender (the making of such initial extension of credit by any Lender being conclusively deemed to be its satisfaction or waiver of the following), of each of the following conditions precedent on or prior to the Closing Date:

(a) Completion of Agent's and the Lenders'

(i) business due diligence; and

(ii) legal due diligence;

(b) Delivery of loan documents duly executed by the Loan Parties (or applicable third parties as the case may be) including, without limitation, a credit agreement, security agreements, pledge agreements, intercreditor agreements and subordination agreements, perfection certificate, and receipt of other documentation customary for transactions of this type including legal opinions, officers' certificates, instruments necessary or desirable to perfect the Agent's first priority security interest in the Collateral, and certificates of insurance policies and/or endorsements naming Agent as additional insured or loss payee, as the case may be, all in form and substance reasonably satisfactory to Agent;

(c) Receipt by Agent of a completed Borrowing Base Certificate (as defined in the Existing Credit Agreement);

(d) With respect to each Loan Party, receipt of evidence of corporate authority (including copies of governing documents certified as of a recent date by the appropriate governmental official and certified copies of material agreements) and certificates of status issued as of a recent date by the jurisdictions of organization of each Loan Party, all in form and substance reasonably satisfactory to Agent;

(e) Agent shall have completed (i) Patriot Act searches, OFAC/PEP searches and customary individual background checks for each Loan Party, and (ii) OFAC/PEP searches and customary individual background searches for each Loan Party's senior management and key principals, the results of which shall be satisfactory to Agent;

(f) Agent shall have received and approved the Initial Approved Budget;

(g) All first day and related orders (other than the Interim Order (as defined below)) entered by the Bankruptcy Court in the Cases shall be in form and substance satisfactory to the Agent;

(h) All motions and other documents to be filed with and submitted to the Bankruptcy Court in connection with the Revolving Loans, and the approval thereof shall be in form and substance satisfactory to the Agent;

(i) The Bankruptcy Court shall have entered an interim order (the "**Interim Order**") within three (3) Business Days of the commencement of the Cases, in form and substance satisfactory to the Agent, entered on notice to such parties as may be satisfactory to the Agent, (i) authorizing and approving the Loan Documents the transactions contemplated thereby and hereby, including, without limitation, the granting of the super-priority status, security interests and priming liens, and the payment of all fees; (ii) lifting or modifying the automatic stay to permit the Debtors to perform their obligations and Agent and the Lenders to exercise their rights and remedies with respect to the Obligations, (iii) except to the extent required to be paid pursuant to the Final Order, authorizing the use of cash collateral for purposes of reducing the outstanding balance of the Existing Obligations, (iv) providing for adequate protection in favor of Existing Agent and Existing Lenders, and (v) including terms and conditions customary for transactions of this type (including, without limitation, that any amount of the gradual roll-up or other repayment of the Existing Obligations that is undone shall be first applied to outstanding amounts of the Obligations);

(j) The Interim Order shall have been recognized pursuant to the Canadian Supplemental Order in form and substance satisfactory to the Agent;

(k) With respect to any borrowing under the Loan Documents after 21 days after the Closing Date, the Bankruptcy Court shall have entered a final order (the "**Final Order**"; together with the Interim Order, the "**Orders**" and, each individually, an "**Order**") approving the Revolving Loans, in form and substance satisfactory to Agent, which Final Order shall be in full force and effect and shall not have been reversed, vacated or stayed, and shall not have been amended, supplemented or otherwise modified without the prior written consent of the Agent;

(l) With respect to any borrowing under the Loan Documents after 21 days after the Closing Date, the Final Order shall have been recognized pursuant to the Canadian Final DIP Recognition Order, and be in form and substance satisfactory to the Agent;

(m) Agent shall have received one or more definitive stalking horse purchase agreements with respect to the sale of all or substantially all of the Debtors' assets with respect to the Debtors' "core business", in form and substance satisfactory to Agent, including, without limitation, with respect to the identity of the prospective purchaser, purchase price, any conditions to closing, the closing date, and other terms and conditions (the "**Core Stalking Horse Purchase Agreement**");

(n) Agent shall have received one or more definitive stalking horse purchase agreements with respect to the sale of all or substantially all of the Debtors' assets with respect to the Debtors' "non-core business", in form and substance satisfactory to Agent, including, without limitation, with respect to the identity of the prospective purchaser, purchase price, any conditions to closing, the closing date, and other terms and conditions (the "**Non-Core Stalking Horse Purchase Agreement**");

(o) Debtors shall have filed a motion, in form and substance satisfactory to Agent, to approve procedures for conducting a sale process and auction to sell all or substantially all of the Debtors' assets with respect to the Debtors' "core business" and, if applicable, to approve payment of certain fees to a stalking horse bidder in connection therewith (the "**Core Bidding Procedures Motion**");

(p) Debtors shall have filed a motion, in form and substance satisfactory to Agent, to approve procedures for conducting a sale process and auction to sell all or substantially all of the Debtors' assets with respect to the Debtors' "non-core business" and, if applicable, to approve payment of certain fees to a stalking horse bidder in connection therewith (the "**Non-Core Bidding Procedures Motion**");

(q) Borrowers shall have paid all fees, costs and expenses due and payable under the loan documents (including fees, costs and expenses of counsel), which condition may be satisfied with the proceeds of the initial advance under the Agreement on the closing date;

(r) No default or event of default under the loan documents shall have occurred or shall result from the making of the loans and other extension of credit by the Lenders;

(s) The representations and warranties of the Loan Parties contained in the loan documents shall be true and correct on the closing date; and

(t) Wells Fargo's receipt of (i) credit committee approval with respect to the Revolving Loans and (ii) acceptable commitments from Wells Fargo and participants satisfactory to Wells Fargo in an amount of not less than 100% of the Revolving Loans.

SCHEDULE 5.1
TO
DEBTOR-IN-POSSESSION CREDIT AGREEMENT

Financial Statements, Reports, Certificates

Deliver to Agent and each Lender each of the financial statements, reports, or other items set forth below at the following times in form reasonably satisfactory to Agent:

As soon as available, but in any event within 30 days after the end of each fiscal month,	(a) the consolidated balance sheets of Administrative Borrower and its Subsidiaries as at the end of such fiscal month and the related consolidated statements of income, stockholders' equity and cash flows of Administrative Borrower and its Subsidiaries for such fiscal month and for the period from the beginning of the current fiscal year to the end of such fiscal month, setting forth in each case in comparative form the corresponding figures for the corresponding periods of the previous fiscal year and the corresponding figures from the projections for the current fiscal year (excluding for the avoidance of doubt all periods prior to the first delivery of the projections), all in reasonable detail, together with a Financial Officer Certification and, a Narrative Report with respect thereto.
As soon as available, but in any event within 60 days following the end of each fiscal year,	(b) Projections, in form and, as to scope of underlying assumptions only, substance, satisfactory to Agent in its Permitted Discretion for the forthcoming fiscal year, certified by the chief financial officer or another senior accounting officer (with similar duties) of Administrative Borrower as being such officer's good faith estimate of the financial performance of Administrative Borrower and its Subsidiaries during the period covered thereby (it being agreed that such annual forecasts shall not be provided to Public-Siders).
If and when filed, provided or received (as the case may be) by Parent or any of its Subsidiaries,	(c) Form 10-Q quarterly reports, Form 10-K annual reports, and Form 8-K current reports,
	(d) any other filings made by Parent or any of its Subsidiaries with the SEC, and

	(e) any notice or notification as to any breach, non-performance of, or default under any Indebtedness in an aggregate principal amount of $500,000 or more that is provided or received by Parent or any of its Subsidiaries with respect thereto.
Promptly, but in any event within 5 Business Days after any officer of Parent or Administrative Borrower obtains knowledge of any event or condition that constitutes a Default or an Event of Default under any Loan Document (other than any Default or Event of Default occurring in the ordinary course of business as a result from the filing of a petition for relief under Chapter 11 of the Bankruptcy Code),	(f) notice of such event or condition and a statement of the curative action that Borrowers propose to take with respect thereto.
Promptly after the commencement thereof, but in any event within 5 Business Days after the service of process with respect thereto on Parent or any of its Subsidiaries,	(g) notice of all actions, suits, or proceedings brought by or against Parent or any of its Subsidiaries before any Governmental Authority which reasonably would be expected to result in a Material Adverse Effect.
Upon the request of Agent,	(h) any other information requested by Agent in its Permitted Discretion relating to the financial condition of Parent or any of its Subsidiaries.
Contemporaneously with the filing, or delivery thereof,	(i) copies of all material pleadings, motions, application and judicial information (including "first day" motions but excluding retention applications) that the Debtors intend to file with the Bankruptcy Court or the Canadian Court or provided by or to the Committees, at any time such document is filed or delivered, as applicable, and Debtors shall consult in good faith with Agent regarding the form and substance of any such proposed filing (provided, that any of the foregoing relating to the Credit Agreement, Proposed Plan and any exit financing and related documents shall be deemed to be material.

SCHEDULE 5.2
TO
DEBTOR-IN-POSSESSION CREDIT AGREEMENT

Collateral Reporting

Provide Agent and each Lender with each of the documents set forth below at the following times in form satisfactory to Agent:

Weekly (no later than 8:00 p.m. Eastern time on Thursday of each week and for the immediately preceding week),	(a) a detailed aging, in form consistent with such agings provided prior to the Closing Date, of Borrowers' Accounts, together with a reconciliation and supporting documentation for any reconciling items noted, together with an aggregate Accounts reconciliation to Borrowers' general ledger,
	(b) Inventory system/perpetual reports with respect to Spare Parts specifying the aggregate cost of Borrowers' Spare Parts, by category, together with a reconciliation to Borrowers' general ledger, and
	(c) (1) Fleet Asset reports specifying the invoiced cost, and net book value of Borrowers' Fleet Assets, by category, with reasonable additional detail showing additions to and deletions therefrom, and also specifying Fleet Assets that are materially damaged, are in an inoperable condition or otherwise no longer usable in the ordinary course of Borrowers' business (delivered electronically in a format acceptable to Agent in its reasonable Permitted Discretion, if Borrowers have implemented electronic reporting), (2) with respect to Fleet Assets acquired since delivery of the most recent Fleet Asset report, a copy of the invoice or purchase order specifying the manufacturer, the year made, the model, and the vehicle identification number,
	(d) a reconciliation of actual performance of Borrowers for the immediately prior one-week period versus their projected performance in the Approved Budget for such period, provided that management and the Borrowers' chief restructuring officer will concurrently provide written explanation (with support) for any variance in violation of Section 7 of this Agreement, and
	(e) a detailed report regarding the Loan Parties' cash and Cash Equivalents, including an indication of which amounts constitute Qualified Cash.

Monthly (no later than the 30th day of each month as of and for the immediately preceding month),	(f) an updated Schedule 4.24 to the Agreement to add or delete locations of Spare Parts and Fleet Assets to the extent necessary for the representations and warranties of Parent and each Borrower made pursuant to Section 4.24 of the Agreement to remain true, correct, and complete in all material respects.
	(g) a detailed list of each Loan Party's and its Subsidiaries' contractual customers (but excluding, for the avoidance of doubt, any charter customers), with address and contact information.
Promptly after, but in any event within 3 Business Days of, the receipt thereof by any Loan Party or its Subsidiaries,	(h) any notices of defaults, events of default and forbearance agreements, and any written demands for cash collateral that have not been satisfied, in each case, with respect to any performance bonds, surety bonds, completion guarantees, or similar obligations and any indemnification agreements or other agreements related to such indemnification agreements.
Upon request by Agent in its Permitted Discretion,	(i) such other reports as to the Collateral or the financial condition of Parent and its Subsidiaries, as Agent may request in its Permitted Discretion, including copies of purchase orders and invoices for Spare Parts and/or corresponding shipping and delivery documents and credit memos, in each case, together with corresponding supporting documentation but in no event, shall any environmental reports be required to be prepared or delivered, and
	(j) any change in the information provided in the Beneficial Ownership Certification delivered to Agent that would result in a change to the information identified in section B or C of such certification.

SCHEDULE 5.20
TO
DEBTOR-IN-POSSESSION CREDIT AGREEMENT

Milestones

Debtors will be required to satisfy the milestones set forth below by the date specified below (in each case, as such date may be extended by Agent in its sole discretion):

1. On or before June 14, 2024, the Bankruptcy Court shall have entered the Interim Order, on the terms and conditions contemplated by Loan Documents and otherwise in form and substance satisfactory to Agent; and on or before the date that is 3 Business Days following the entry of the Interim Order, or as soon as possible in the circumstances thereafter, the Canadian Court shall have issued Canadian Supplemental Order, in form and substance satisfactory to Agent;

2. On or before July 9, 2024, the Bankruptcy Court shall have entered an order approving the Bidding Procedures Motion, in form and substance satisfactory to Agent (the "***Bidding Procedures Order***");

3. On or before the date that is 3 Business Days following the entry of the Bidding Procedures Order, or as soon as possible in the circumstances thereafter, the Canadian Court shall have issued an order recognizing the Bidding Procedures Order in the Recognition Proceedings, in form and substance satisfactory to Agent;

4. On or before July 9, 2024, the Bankruptcy Court shall have entered the Final Order, on the terms and conditions contemplated by the Loan Documents and otherwise in form and substance satisfactory to Agent; and on or before the date that is 3 Business Days following the entry of the Final Order, or as soon as possible in the circumstances thereafter, the Canadian Court shall have issued the Second Canadian Supplemental Order, in form and substance satisfactory to Agent;

5. On or before August 7, 2024, Borrowers will conduct one or more auctions for all or substantially all of the Debtors' assets;

6. On or before August 12, 2024, the Bankruptcy Court shall have entered an order, in form and substance satisfactory to Agent (the "***Sale Order***"), authorizing and approving one or more sales of all or substantially all of the Debtors' assets pursuant to one or more definitive purchase agreements in form and substance acceptable to Agent, including, without limitation, with respect to the identity of the prospective purchaser, purchase price, any conditions to closing, the closing date, and other terms and conditions (each a "***Purchase Agreement***");

7. On or before the date that is 3 Business Days following the entry of the Sale Order, or as soon as possible in the circumstances thereafter, the Canadian Court shall have issued an order recognizing the Sale Order in the Recognition Proceedings, in form and substance satisfactory to Agent;

8. On or before August 19, 2024, the Debtors shall have consummated one or more sales of all, or substantially all, of the Debtors' assets pursuant to, and in accordance with, the terms of the Sale Order and Purchase Agreement(s), and remitted all of the proceeds thereof (net only of such fees, expenses, charges or other amounts that may be expressly agreed to by Agent) to Agent for application in accordance with the Order; and

9. On or before August 8, 2024, the Debtors shall have filed their Schedules and Statement of Financial Affairs pursuant to Section 521 of the Bankruptcy Code and Rule 1007 of the Federal Rules of Bankruptcy Procedure with the Bankruptcy Court.

Notwithstanding anything in this Agreement to the contrary, it will constitute an automatic Event of Default (without any notice or grace or cure period) if, at any time and for any reason: (a) any Core Stalking Horse Purchase Agreement, Non-Core Stalking Horse Purchase Agreement, or Purchase Agreement, as applicable, is amended, supplemented, or otherwise modified in any manner not satisfactory to Agent, in its discretion; or (b) without the prior written consent of the Agent, any Loan Party or any prospective purchaser terminates any Core Stalking Horse Purchase Agreement, Non-Core Stalking Horse Purchase Agreement or Purchase Agreement or otherwise suspends or terminates any such Loan Party's or prospective purchaser's negotiations or participation in respect of the sale process.

SCHEDULE C
JOINT ADMINISTRATION ORDER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
COACH USA, INC., *et al.*,[1]	Case No. 24-11258 (MFW)
Debtors.	(Jointly Administered)
	Ref. Docket No. 2

ORDER (I) AUTHORIZING THE JOINT ADMINISTRATION OF THE DEBTORS' CHAPTER 11 CASES, AND (II) GRANTING RELATED RELIEF

Upon the *Debtors' Motion for Entry of Order (I) Authorizing the Joint Administration of the Debtors' Chapter 11 Cases 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 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 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

[1] A complete list of the Debtors in these chapter 11 cases are attached hereto as Exhibit 1. 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; 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. The Chapter 11 Cases listed on Exhibit 1 hereto shall be consolidated for procedural purposes only and shall be jointly administered in accordance with the provisions of Bankruptcy Rule 1015 and Local Rule 1015-1.

3. The Clerk of the Court shall maintain one file and one docket for these Chapter 11 Cases, which file and docket shall be the file and docket for the Chapter 11 Case of Debtor Coach USA, Inc., Case No. 24-11258 (MFW) (the "Lead Case").

4. All pleadings filed in these Chapter 11 Cases shall bear a consolidated caption in the following form:

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
COACH USA, INC., *et al.*,[1]	Case No. 24-11258 (MFW)
Debtors.	(Jointly Administered)

[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.

5. The foregoing caption shall satisfy the requirements of section 342(c)(1) of the Bankruptcy Code.

6. All original pleadings shall be captioned as indicated in the preceding decretal paragraph, and the Clerk of the Court shall make a docket entry in the docket of each of these Chapter 11 Cases (except for Debtor Coach USA, Inc.) substantially as follows:

> An Order has been entered in this case directing the consolidation and joint administration for procedural purposes only of the chapter 11 cases of Coach USA, Inc.; Project Kenwood Holdings, Inc.; Project Kenwood Intermediate Holdings I, Inc.; Project Kenwood Intermediate Holdings II, LLC; Project Kenwood Intermediate Holdings III, LLC; Project Kenwood Acquisition, LLC; Coach USA Administration, Inc.; Route 17 North Realty, LLC; Dillon's Bus Service, Inc.; Hudson Transit Lines, Inc.; Central Cab Company; Central Charters & Tours, Inc.; Transportation Management Services, Inc.; Hudson Transit Corporation; Powder River Transportation Services, Inc.; SL Capital Corp.; 349 First Street Urban Renewal Corp.; Barclay Airport Service, Inc.; Barclay Transportation Services, Inc.; Colonial Coach Corporation; Community Coach, Inc.; Community Transit Lines, Inc.; Community Transportation, Inc.; Orange, Newark, Elizabeth Bus, Inc.; Perfect Body Inc.; International Bus Services, Inc.; Short Line Terminal Agency, Inc.; Suburban Management Corp.; Suburban Transit Corp.; Suburban Trails, Inc.; Rockland Coaches, Inc.; Clinton Avenue Bus Company; Commodore Tours, Inc.; Community Bus Lines, Inc.; Community Tours, Inc.; Coach USA Illinois, Inc.; Coach Leasing, Inc.; Tri-State Coach Lines, Inc.; Sam Van Galder, Inc.; Wisconsin Coach Lines, Inc.; Lakefront Lines, Inc.; Pacific Coast Sightseeing Tours & Charters, Inc.; Kerrville Bus Company, Inc.; CAM Leasing, LLC; Independent Bus Company, Inc.; Leisure Time Tours; Olympia Trails Bus Company, Inc.; Butler Motor Transit, Inc.; Coach USA Tours – Las Vegas, Inc.; Twenty-Four Corp.; TRT Transportation, Inc.; Limousine Rental Service Inc.; 3329003 Canada Inc.; Megabus Canada Inc.; 3376249 Canada Inc.; Megabus Northeast, LLC; Megabus Southeast, LLC; Megabus Southwest, LLC; Megabus West, LLC; Paramus Northeast Mgt. Co., L.L.C.; Gad-About Tours, Inc.; All West Coachlines, Inc.; Coach USA MBT, LLC; Sporran GCBS, Inc.; Sporran RTI, Inc.; KILT of RI, Inc.; New York Splash Tours, LLC; Sporran AWC, Inc.; Sporran GCTC, Inc.; Lenzner Tours, LTD; Lenzner Tours, Inc.; Pennsylvania Transportation Systems, Inc.; Lenzner Transit,

Inc.; Dragon Bus, LLC; Red & Tan Transportation Systems, Inc.; Red & Tan Charter, Inc.; Red & Tan Tours; Lenzner Transportation Group, Inc.; Mister Sparkle, Inc.; Mountaineer Coach, Inc.; Red & Tan Enterprises, Inc.; Chenango Valley Bus Lines, Inc.; 4216849 Canada Inc.; Trentway-Wagar (Properties) Inc.; Megabus USA, LLC; Voyavation LLC; Elko, Inc.; American Coach Lines of Atlanta, Inc.; Rockland Transit Corporation; Trentway-Wagar Inc.; Douglas Braund Investments Limited; The Bus Exchange, Inc.; Midtown Bus Terminal of New York, Inc.; CUSARE, Inc., and CUSARE II, Inc. The docket in the chapter 11 case of Coach USA, Inc., Case No. 24-11258 (MFW), should be consulted for all matters affecting this case.

7. Nothing in the Motion or this Order is intended or shall be deemed or otherwise construed as directing or otherwise effecting a substantive consolidation of the Debtors' estates.

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 jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: June 13th, 2024
Wilmington, Delaware

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

31744101.2

EXHIBIT 1

Case Captions

In re: COACH USA, Inc., Debtor.	Chapter 11 Case No. 24-11258 (MFW) Tax ID No: 76-0608391
In re: Project Kenwood Intermediate Holdings III, LLC, Debtor.	Chapter 11 Case No. 24-11261 (MFW) Tax ID No: 83-4204431
In re: Project Kenwood Acquisition, LLC, Debtor.	Chapter 11 Case No. 24-11262 (MFW) Tax ID No: 83-3695607
In re: Coach USA Administration, Inc., Debtor.	Chapter 11 Case No. 24-11277 (MFW) Tax ID No: 76-0530869
In re: Route 17 North Realty, LLC, Debtor.	Chapter 11 Case No. 24-11278 (MFW) Tax ID No: 80-0038902
In re: Dillon's Bus Service, Inc., Debtor.	Chapter 11 Case No. 24-11266 (MFW) Tax ID No: 52-2084398

In re: Hudson Transit Lines, Inc., Debtor.	Chapter 11 Case No. 24-11270 (MFW) Tax ID No: 22-1003545
In re: Central Cab Company, Debtor.	Chapter 11 Case No. 24-11280 (MFW) Tax ID No: 25-1302479
In re: Central Charters & Tours, Inc. Debtor.	Chapter 11 Case No. 24-11283 (MFW) Tax ID No: 25-1575205
In re: Transportation Management Services, Inc., Debtor.	Chapter 11 Case No. 24-11288 (MFW) Tax ID No: 25-1644051
In re: Hudson Transit Corporation, Debtor.	Chapter 11 Case No. 24-11290 (MFW) Tax ID No: 14-0764320
In re: Powder River Transportation Services, Inc., Debtor.	Chapter 11 Case No. 24-11294 (MFW) Tax ID No: 15-0477170

In re: SL Capital Corp., Debtor.	Chapter 11 Case No. 24-11296 (MFW) Tax ID No: 22-2883536
In re: 349 First Street Urban Renewal Corp., Debtor.	Chapter 11 Case No. 24-11299 (MFW) Tax ID No: 26-0290429
In re: Barclay Airport Service, Inc., Debtor.	Chapter 11 Case No. 24-11303 (MFW) Tax ID No: 22-2440127
In re: Barclay Transportation Services, Inc., Debtor.	Chapter 11 Case No. 24-11306 (MFW) Tax ID No: 22-2157007
In re: Colonial Coach Corporation, Debtor.	Chapter 11 Case No. 24-11279 (MFW) Tax ID No: 22-1732520
In re: Community Coach, Inc., Debtor.	Chapter 11 Case No. 24-11281 (MFW) Tax ID No: 22-0748733

In re: Community Transit Lines, Inc., Debtor.	Chapter 11 Case No. 24-11285 (MFW) Tax ID No: 22-2244779
In re: Community Transportation, Inc., Debtor.	Chapter 11 Case No. 24-11289 (MFW) Tax ID No: 22-2771172
In re: Orange, Newark, Elizabeth Bus, Inc., Debtor.	Chapter 11 Case No. 24-11295 (MFW) Tax ID No: 22-2696588
In re: Perfect Body Inc., Debtor.	Chapter 11 Case No. 24-11300 (MFW) Tax ID No: 22-1444220
In re: International Bus Services, Inc., Debtor.	Chapter 11 Case No. 24-11304 (MFW) Tax ID No: 11-2565636
In re: Short Line Terminal Agency, Inc., Debtor.	Chapter 11 Case No. 24-11308 (MFW) Tax ID No: 22-1474612

In re: Suburban Management Corp., Debtor.	Chapter 11 Case No. 24-11310 (MFW) Tax ID No: 22-3182287
In re: Suburban Transit Corp., Debtor.	Chapter 11 Case No. 24-11313 (MFW) Tax ID No: 22-1313572
In re: Suburban Trails, Inc., Debtor.	Chapter 11 Case No. 24-11315 (MFW) Tax ID No: 22-2255681
In re: Rockland Coaches, Inc., Debtor.	Chapter 11 Case No. 24-11284 (MFW) Tax ID No: 22-1525368
In re: Clinton Avenue Bus Company, Debtor.	Chapter 11 Case No. 24-11287 (MFW) Tax ID No: 22-0826725
In re: Commodore Tours, Inc., Debtor.	Chapter 11 Case No. 24-11291 (MFW) Tax ID No: 22-2471944

In re: Community Bus Lines, Inc., Debtor.	Chapter 11 Case No. 24-11293 (MFW) Tax ID No: 22-1640714
In re: Community Tours, Inc., Debtor.	Chapter 11 Case No. 24-11298 (MFW) Tax ID No: 22-2469770
In re: Coach USA Illinois, Inc., Debtor.	Chapter 11 Case No. 24-11301 (MFW) Tax ID No: 36-2444935
In re: Coach Leasing, Inc., Debtor.	Chapter 11 Case No. 24-11305 (MFW) Tax ID No: 37-1368001
In re: Tri-State Coach Lines, Inc., Debtor.	Chapter 11 Case No. 24-11307 (MFW) Tax ID No: 02-0544712
In re: Sam Van Galder, Inc., Debtor.	Chapter 11 Case No. 24-11309 (MFW) Tax ID No: 39-1036253

In re: Wisconsin Coach Lines, Inc., Debtor.	Chapter 11 Case No. 24-11282 (MFW) Tax ID No: 39-0690146
In re: Lakefront Lines, Inc., Debtor.	Chapter 11 Case No. 24-11286 (MFW) Tax ID No: 95-1984207
In re: Pacific Coast Sightseeing Tours & Charters, Inc., Debtor.	Chapter 11 Case No. 24-11292 (MFW) Tax ID No: 65-0083469
In re: Kerrville Bus Company, Inc., Debtor.	Chapter 11 Case No. 24-11297 (MFW) Tax ID No: 74-0724360
In re: CAM Leasing, LLC, Debtor.	Chapter 11 Case No. 24-11263 (MFW) Tax ID No: 45-5258372
In re: Independent Bus Company, Inc., Debtor.	Chapter 11 Case No. 24-11302 (MFW) Tax ID No: 22-1008670

In re: Olympia Trails Bus Company, Inc., Debtor.	Chapter 11 Case No. 24-11312 (MFW) Tax ID No: 22-1950015
In re: Butler Motor Transit, Inc., Debtor.	Chapter 11 Case No. 24-11316 (MFW) Tax ID No: 25-1098249
In re: Coach USA Tours – Las Vegas, Inc., Debtor.	Chapter 11 Case No. 24-11320 (MFW) Tax ID No: 74-2926206
In re: TRT Transportation, Inc., Debtor.	Chapter 11 Case No. 24-11327 (MFW) Tax ID No: 36-3936051
In re: Lenzner Tours, Inc., Debtor.	Chapter 11 Case No. 24-11328 (MFW) Tax ID No: 25-1752220
In re: Limousine Rental Service Inc., Debtor.	Chapter 11 Case No. 24-11332 (MFW) Tax ID No: 22-1630881

In re: 3329003 Canada Inc., Debtor.	Chapter 11 Case No. 24-11350 (MFW) Tax ID No: N/A
In re: Megabus Canada Inc., Debtor.	Chapter 11 Case No. 24-11352 (MFW) Tax ID No: N/A
In re: 3376249 Canada Inc., Debtor.	Chapter 11 Case No. 24-11347 (MFW) Tax ID No: N/A
In re: Megabus Northeast, LLC, Debtor.	Chapter 11 Case No. 24-11268 (MFW) Tax ID No: 26-2062401
In re: Megabus Southeast, LLC, Debtor.	Chapter 11 Case No. 24-11275 (MFW) Tax ID No: 46-1872940
In re: Megabus Southwest, LLC, Debtor.	Chapter 11 Case No. 24-11337 (MFW) Tax ID No: 46-1854377

In re: Megabus West, LLC, Debtor.	Chapter 11 Case No. 24-11342 (MFW) Tax ID No: 46-1948840
In re: Paramus Northeast Mgt. Co., L.L.C., Debtor.	Chapter 11 Case No. 24-11343 (MFW) Tax ID No: 22-3769192
In re: Gad-About Tours, Inc., Debtor.	Chapter 11 Case No. 24-11344 (MFW) Tax ID No: 34-1656355
In re: All West Coachlines, Inc., Debtor.	Chapter 11 Case No. 24-11345 (MFW) Tax ID No: 74-2522792
In re: Coach USA MBT, LLC, Debtor.	Chapter 11 Case No. 24-11265 (MFW) Tax ID No: 93-1220116
In re: Red & Tan Enterprises, Inc., Debtor.	Chapter 11 Case No. 24-11311 (MFW) Tax ID No: 22-1949682

In re: Chenango Valley Bus Lines, Inc., Debtor.	Chapter 11 Case No. 24-11314 (MFW) Tax ID No: 16-1043732
In re: 4216849 Canada Inc., Debtor.	Chapter 11 Case No. 24-11349 (MFW) Tax ID No: N/A
In re: Trentway-Wagar (Properties) Inc., Debtor.	Chapter 11 Case No. 24-11346 (MFW) Tax ID No: N/A
In re: Megabus USA, LLC, Debtor.	Chapter 11 Case No. 24-11271 (MFW) Tax ID No: 20-4664274
In re: Voyavation LLC, Debtor.	Chapter 11 Case No. 24-11267 (MFW) Tax ID No: 27-2902542
In re: Elko, Inc., Debtor.	Chapter 11 Case No. 24-11317 (MFW) Tax ID No: 83-0249542

In re: American Coach Lines of Atlanta, Inc., Debtor.	Chapter 11 Case No. 24-11322 (MFW) Tax ID No: 76-0289769
In re: Rockland Transit Corporation, Debtor.	Chapter 11 Case No. 24-11324 (MFW) Tax ID No: 22-1003830
In re: Trentway-Wagar Inc., Debtor.	Chapter 11 Case No. 24-11348 (MFW) Tax ID No: N/A
In re: Douglas Braund Investments Limited, Debtor.	Chapter 11 Case No. 24-11351 (MFW) Tax ID No: N/A
In re: The Bus Exchange, Inc., Debtor.	Chapter 11 Case No. 24-11326 (MFW) Tax ID No: 22-2742022
In re: Midtown Bus Terminal of New York, Inc., Debtor.	Chapter 11 Case No. 24-11329 (MFW) Tax ID No: 13-1043100

In re: Project Kenwood Intermediate Holdings I, Inc., Debtor.	Chapter 11 Case No. 24-11259 (MFW) Tax ID No: 83-4367628
In re: Project Kenwood Intermediate Holdings II, LLC, Debtor.	Chapter 11 Case No. 24-11260 (MFW) Tax ID No: 84-2271798
In re: Leisure Time Tours, Debtor.	Chapter 11 Case No. 24-11331 (MFW) Tax ID No: 22-1909654
In re: Twenty-Four Corp., Debtor.	Chapter 11 Case No. 24-11335 (MFW) Tax ID No: 80-0038904
In re: Lenzner Tours, LTD, Debtor.	Chapter 11 Case No. 24-11338 (MFW) Tax ID No: 25-1753214
In re: Sporran GCBS, Inc., Debtor.	Chapter 11 Case No. 24-11318 (MFW) Tax ID No: 95-1892104

In re: Sporran RTI, Inc., Debtor.	Chapter 11 Case No. 24-11321 (MFW) Tax ID No: 33-0313781
In re: KILT of RI, Inc., Debtor.	Chapter 11 Case No. 24-11323 (MFW) Tax ID No: 05-0217380
In re: New York Splash Tours, LLC, Debtor.	Chapter 11 Case No. 24-11276 (MFW) Tax ID No: 56-2593629
In re: Sporran AWC, Inc., Debtor.	Chapter 11 Case No. 24-11325 (MFW) Tax ID No: 68-0160467
In re: Pennsylvania Transportation Systems, Inc., Debtor.	Chapter 11 Case No. 24-11274 (MFW) Tax ID No: 25-1795613
In re: Sporran GCTC, Inc., Debtor.	Chapter 11 Case No. 24-11319 (MFW) Tax ID No: 74-1851629

In re: Lenzner Transit, Inc., Debtor.	Chapter 11 Case No. 24-11341 (MFW) Tax ID No: 25-1791783
In re: Dragon Bus, LLC, Debtor.	Chapter 11 Case No. 24-11272 (MFW) Tax ID No: 26-3480285
In re: Red & Tan Transportation Systems, Inc., Debtor.	Chapter 11 Case No. 24-11330 (MFW) Tax ID No: 22-3256701
In re: Red & Tan Charter, Inc., Debtor.	Chapter 11 Case No. 24-11333 (MFW) Tax ID No: 22-2850702
In re: Red & Tan Tours, Debtor.	Chapter 11 Case No. 24-11339 (MFW) Tax ID No: 22-2240064
In re: Lenzner Transportation Group, Inc., Debtor.	Chapter 11 Case No. 24-11334 (MFW) Tax ID No: 88-0330247

In re: Mister Sparkle, Inc., Debtor.	Chapter 11 Case No. 24-11336 (MFW) Tax ID No: 22-3254259
In re: Mountaineer Coach, Inc., Debtor.	Chapter 11 Case No. 24-11340 (MFW) Tax ID No: 25-1764023
In re: CUSARE, Inc., Debtor.	Chapter 11 Case No. 24-11273 (MFW) Tax ID No: 99-0586030
In re: CUSARE II, Inc., Debtor.	Chapter 11 Case No. 24-11269 (MFW) Tax ID No: 99-0601287
In re: Project Kenwood Holdings, Inc., Debtor.	Chapter 11 Case No. 24-11264 (MFW) Tax ID No: 83-4369198

SCHEDULE D
INTERIM UTILITIES ORDER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
COACH USA, INC., *et al.*,[1]	Case No. 24-11258 (MFW)
Debtors.	(Jointly Administered)
	Ref. Docket No. 5

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

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);

[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.

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 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 an interim 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. The Debtors shall 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)); and (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).

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 Interim Order (including the Assurance Procedures).

7. The final hearing shall take place on July 9, 2024 at 3:00 p.m. (prevailing Eastern Time). Any objections or responses to the Motion shall be filed on or before 4:00 p.m.

(prevailing Eastern Time), July 2, 2024 and served on (a) the Office of the United States Trustee for the District of Delaware (Attn: Richard Schepacarter (Richard.Schepacarter@usdoj.gov)), (b) Alston & Bird LLP, 90 Park Avenue, New York, NY 10016 (Attn: J. Eric Wise (eric.wise@alston.com), Matthew K. Kelsey (matthew.kelsey@alston.com), and William Hao (william.hao@alston.com)), (c) Young Conaway Stargatt & Taylor, LLP, 1000 N. King Street, Rodney Square, Wilmington, Delaware 19801 (Attn: Joseph M. Mulvihill (jmulvihill@ycst.com) and Rebecca L. Lamb (rlamb@ycst.com)), (d) counsel to any statutory committee appointed in these Chapter 11 Cases, and (e) counsel to Wells Fargo Bank, National Association, (i) Goldberg Kohn, 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)) and (ii) Richards, Layton & Finger, P.A., 920 North King Street, Wilmington, Delaware 19801 (Attn: John H. Knight (knight@rlf.com) and Paul N. Heath (heath@rlf.com)). If no objections are timely filed, this Court may enter the Final Order without further notice or hearing.

8. Nothing in the Motion or this Interim Order, or the Debtors' payment of any claims pursuant to this Interim 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.

9. 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.

10. 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.

11. 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.

12. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim 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 Interim Order in accordance with the Motion.

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

Dated: June 13th, 2024
Wilmington, Delaware

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

SCHEDULE E
INTERIM TAXES ORDER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
COACH USA, INC., *et al.*,[1]	Case No. 24-11258 (MFW)
Debtors.	(Jointly Administered)
	Ref. Docket No. 6

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

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 them 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 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 on an interim 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 $610,000.00 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 Interim 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 Interim 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. The final hearing shall take place on July 9, 2024 at 3:00 p.m. (prevailing Eastern Time). Any objections or responses to the Motion shall be filed on or before 4:00 p.m. (prevailing Eastern Time) on July 2, 2024 and served on (a) the Office of the United States Trustee for the District of Delaware (Attn: Richard Schepacarter (Richard.Schepacarter@usdoj.gov)), (b) Alston & Bird LLP, 90 Park Avenue, New York, New York 10016 (Attn: J. Eric Wise (eric.wise@alston.com), Matthew K. Kelsey (matthew.kelsey@alston.com), and William Hao (william.hao@alston.com)), (c) Young Conaway Stargatt & Taylor, LLP, 1000 N. King Street, Rodney Square, Wilmington, Delaware 19801 (Attn: Joseph M. Mulvihill (jmulvihill@ycst.com) and Rebecca L. Lamb (rlamb@ycst.com)), (d) counsel to any statutory committee appointed in these Chapter 11 Cases, and (e) counsel to Wells Fargo Bank, National Association, (i) Goldberg Kohn, 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)) and (ii) Richards, Layton & Finger, P.A., 920 North King Street, Wilmington, Delaware 19801 (Attn: John H. Knight (knight@rlf.com) and Paul N. Heath (heath@rlf.com)). If no objections are timely filed, the Court may enter the Final Order without further notice or hearing.

6. Nothing in this Interim Order shall authorize the payment of any past-due taxes.

7. Nothing in the Motion or this Interim Order, or the Debtors' payment of any claims pursuant to this Interim 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.

8. 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.

9. 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.

10. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim 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 Interim 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 Interim Order.

Dated: June 13th, 2024
Wilmington, Delaware

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

SCHEDULE F
INTERIM WAGES ORDER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
COACH USA, INC., *et al.*,[1]	Case No. 24-11258 (MFW)
Debtors.	(Jointly Administered)
	Ref. Docket No. 11

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

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 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding

[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.

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 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 an interim 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, consistent with the below chart; *provided, however*, that, subject to the requirements of section 507(a)(4) of the Bankruptcy Code, without prejudice to the Debtors' right to seek additional payments, the Debtors shall not make any payments in excess of $15,150 on account of prepetition Employee Obligations to any one Employee, absent further order of this Court, unless required by applicable state law.

[*Remainder of page intentionally left blank*]

Employee Obligation	Amount Requested
Wage Obligations	$6,700,000
Withholdings Obligations	$10,000
Union Dues	$280,000
Reimbursable Expense Obligations	$1,900,000
Employee Benefits Obligations	$2,400,000
Employee Insurance Coverage	$69,000
Workers' Compensation Claims	$8,000,000
401(k) Contributions	$80,000
Other Employee Programs Obligations	$1,000,000
TOTAL	$20,439,000.00

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.

4. Nothing in this Interim Order authorizes any payments in excess of the limitations set forth in 11 U.S.C. § 507(a)(4)(A) and 11 U.S.C. § 507(a)(5).

5. Subject to paragraphs 2 and 3 of this Interim 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.

6. 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 Interim Order and any other applicable interim and/or final orders of this Court. 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.

7. 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.

8. 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.

9. The final hearing shall take place on July 9, 2024 at 3:00 p.m. (prevailing Eastern Time). Any objections or responses to the Motion shall be filed on or before 4:00 p.m. (prevailing Eastern Time), July 2, 2024 and served on (a) the Office of the United States Trustee for the District of Delaware (Attn: Richard Schepacarter (Richard.Schepacarter@usdoj.gov)), (b) Alston & Bird LLP, 90 Park Avenue, New York, New York 10016 (Attn: J. Eric Wise (eric.wise@alston.com), Matthew K. Kelsey (matthew.kelsey@alston.com), and William Hao (william.hao@alston.com)), (c) Young Conaway Stargatt & Taylor, LLP, 1000 N. King Street, Rodney Square, Wilmington, Delaware 19801 (Attn: Joseph M. Mulvihill (jmulvihill@ycst.com)

and Rebecca L. Lamb (rlamb@ycst.com)), (d) counsel to any statutory committee appointed in these Chapter 11 Cases, and (e) counsel to Wells Fargo Bank, National Association, (i) Goldberg Kohn, 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)) and (ii) Richards, Layton & Finger, P.A., 920 North King Street, Wilmington, Delaware 19801 (Attn: John H. Knight (knight@rlf.com) and Paul N. Heath (heath@rlf.com)). If no objections are timely filed, the Court may enter the Final Order without further notice or hearing.

10. Nothing in the Motion or this Interim Order, or the Debtors' payment of any claims pursuant to this Interim 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 Interim Order.

11. 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.

12. 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 Interim Order and any other order of this Court.

13. 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.

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

15. 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.

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

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

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

Dated: June 13th, 2024
Wilmington, Delaware

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

31744905.2

SCHEDULE G
INSURANCE AND SURETY BOND MOTION

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
COACH USA, INC., *et al.*,[1]	Case No. 24-11258 (MFW)
Debtors.	(Jointly Administered)
	Ref. Docket No. 7

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

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 *Amended Standing Order of Reference* from the United States District Court for the District of

[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.

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 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 on an interim 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. 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, 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. The final hearing shall take place on July 9, 2024 at 3:00 p.m. (prevailing Eastern Time). Any objections or responses to the Motion shall be filed on or before 4:00 p.m. (prevailing Eastern Time) on July 2, 2024 and served on (a) the Office of the United States Trustee for the District of Delaware (Attn: Richard Schepacarter (Richard.Schepacarter@usdoj.gov)), (b) Alston & Bird LLP, 90 Park Avenue, New York, New

York 10016 (Attn: J. Eric Wise (eric.wise@alston.com), Matthew K. Kelsey (matthew.kelsey@alston.com), and William Hao (william.hao@alston.com)), (c) Young Conaway Stargatt & Taylor, LLP, 1000 N. King Street, Rodney Square, Wilmington, Delaware 19801 (Attn: Joseph M. Mulvihill (jmulvihill@ycst.com) and Rebecca L. Lamb (rlamb@ycst.com)), (d) counsel to any statutory committee appointed in these Chapter 11 Cases, and (e) counsel to Wells Fargo Bank, National Association, (i) Goldberg Kohn, 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)) and (ii) Richards, Layton & Finger, P.A., 920 North King Street, Wilmington, Delaware 19801 (Attn: John H. Knight (knight@rlf.com) and Paul N. Heath (heath@rlf.com)). If no objections are timely filed, the Court may enter a final order without further notice or hearing.

7. Nothing in the Motion or this Interim Order, or the Debtors' payment of any claims pursuant to this Interim 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. 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.

9. 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.

10. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim 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 Interim Order in accordance with the Motion.

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

Dated: June 13th, 2024
Wilmington, Delaware

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

SCHEDULE H
INTERIM CASH MANAGEMENT ORDER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
COACH USA, INC., *et al.*,[1]	Case No. 24-11258 (MFW)
Debtors.	(Jointly Administered)
	Ref. Docket No. 9

INTERIM 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

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[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 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 on an interim basis as set forth herein until such time as this Court conducts a final hearing on this matter.

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 Interim 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 Interim Order, if the Banks honor a prepetition check or other item drawn on any account that is the subject of this Interim 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 Interim 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 Interim 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 in the ordinary course and consistent with prepetition practices, to open new bank accounts, close any existing Bank Account, and enter into any ancillary agreements, including new deposit control agreements, related to the foregoing, as the Debtors may deem necessary and appropriate, subject to the terms and provisions of the Debtors' agreement with the Banks, as applicable; provided that any such new account is with one of the Debtors' existing Banks or with an institution that is a party to a Uniform Depository Agreement with the U.S. Trustee or is willing to immediately execute a Uniform Depository Agreement. The Debtors shall provide written notice to the U.S. Trustee and any statutory committee appointed in these Chapter 11 Cases within ten (10) days of the opening of such account.

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 and counsel to any 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 continue to maintain current records with respect to all transfers of cash so that all transactions, including Intercompany Transactions, may be readily ascertained, traced, and recorded properly on applicable intercompany accounts.

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. To the extent that any of the Debtors' Bank Accounts are not in compliance with section 345(b) of the Bankruptcy Code and any provision of the Guidelines, the Debtors shall have thirty (30) days from the entry of this Interim Order with respect of the Motion, without

prejudice to seeking an additional extension or extensions, to come into compliance with section 345(b) of the Bankruptcy Code and the Guidelines; provided that nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached. The Debtors may obtain a further extension of the time period set forth in this paragraph by entering into a written stipulation with the U.S. Trustee without the need for further Court order.

16. Notwithstanding the Debtors' authorized 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 particular Debtor, regardless of which Debtor remits payment for those disbursements.

17. Within five (5) business days from the date of the entry of this Order, the Debtors shall (i) serve a copy of this Interim Order on the Banks and (ii) request that the Banks internally code the Bank Accounts as "debtor in possession" accounts.

18. For Banks at which the Debtors hold Bank Accounts that are party to a Uniform Depository Agreement with the U.S. Trustee, the Debtors shall immediately: (a) contact the Bank; (b) provide the Bank with each of the Debtors' employer identification numbers; and (c) instruct the Bank to rename the Bank Account(s) as "Debtor in Possession" accounts with the Petition Date and the lead case number included on the account title.

19. The final hearing shall take place on July 9, 2024 at 3:00 p.m. (prevailing Eastern Time). Any objections or responses to the Motion shall be filed on or before 4:00 p.m. (prevailing Eastern Time) on July 2, 2024 and served on (a) the U.S. Trustee (Attn: Richard Schepacarter (Richard.Schepacarter@usdoj.gov)), (b) Alston & Bird LLP, 90 Park Avenue, New York, New York 10016 (Attn: J. Eric Wise (eric.wise@alston.com), Matthew K. Kelsey

(matthew.kelsey@alston.com), and William Hao (william.hao@alston.com)), (c) Young Conaway Stargatt & Taylor, LLP, 1000 N. King Street, Rodney Square, Wilmington, Delaware 19801 (Attn: Joseph M. Mulvihill (jmulvihill@ycst.com) and Rebecca L. Lamb (rlamb@ycst.com)), (d) counsel to any statutory committee appointed in these Chapter 11 Cases, and (e) counsel to Wells Fargo Bank, National Association, (i) Goldberg Kohn, 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)) and (ii) Richards, Layton & Finger, P.A., 920 North King Street, Wilmington, Delaware 19801 (Attn: John H. Knight (knight@rlf.com) and Paul N. Heath (heath@rlf.com)). If no objections are timely filed, the Court may enter a final order without further notice or hearing.

20. Nothing in the Motion or this Interim 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.

21. 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.

22. 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.

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

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

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

Dated: June 13th, 2024
Wilmington, Delaware

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

SCHEDULE I
INTERIM CUSTOMER PROGRAMS ORDER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
COACH USA, INC., *et al.*,[1]	Case No. 24-11258 (MFW)
Debtors.	(Jointly Administered)
	Ref. Docket No. 13

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

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

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[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 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 on an interim 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.

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 Interim 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 Interim 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 Interim 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. Subject to entry of a final order, 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, 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. 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 Interim Order.

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. The final hearing shall take place on July 9, 2024 at 3:00 p.m. (prevailing Eastern Time). Any objections or responses to the Motion shall be filed on or before 4:00 p.m. (prevailing Eastern Time), July 2, 2024 and served on (a) the Office of the United States Trustee for the District of Delaware (Attn: Richard Schepacarter (Richard.Schepacarter@usdoj.gov)), (b) Alston & Bird LLP, 90 Park Avenue, New York, NY 10016 (Attn: J. Eric Wise (eric.wise@alston.com), Matthew K. Kelsey (matthew.kelsey@alston.com), and William Hao (william.hao@alston.com)), (c) Young Conaway Stargatt & Taylor, LLP, 1000 N. King Street, Rodney Square, Wilmington, Delaware 19801 (Attn: Joseph M. Mulvihill (jmulvihill@ycst.com) and Rebecca L. Lamb (rlamb@ycst.com)), (d) counsel to any statutory committee appointed in these Chapter 11 Cases, and (e) counsel to Wells Fargo Bank, National Association, (i) Goldberg Kohn, 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)) and (ii) 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)). If no objections are timely filed, this Court may enter the Final Order without further notice or hearing.

10. Nothing in the Motion or this Interim Order, or the Debtors' payment of any claims pursuant to this Interim 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.

11. 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.

12. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim 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 Interim 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 Interim Order.

Dated: June 13th, 2024
Wilmington, Delaware

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

SCHEDULE J
INTERIM CRITICAL VENDORS ORDER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
COACH USA, INC., *et al.*,[1]	Case No. 24-11258 (MFW)
Debtors.	(Jointly Administered)
	Ref. Docket No. 12

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

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

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[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 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 on an interim 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 $5.6 million on an interim basis, 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 $1,225,000 on an interim basis, absent further order of the Court.

4. 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.

5. 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 Interim Order, before issuing payment to such Critical Vendor or Lien Claimant.

6. 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. Nothing in this Interim 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.

7. 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 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.

8. 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.

9. 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). A Critical Vendor or Lien Claimant's execution of a Trade Agreement shall not impact the priority of the Critical Vendor or Lien Claimant's claim.

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

11. 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 Interim Order and any other order of this Court.

12. 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 or Lien Claims described herein that are dishonored or rejected.

13. The final hearing shall take place on July 9, 2024 at 3:00 p.m. (prevailing Eastern Time). Any objections or responses to the Motion shall be filed on or before 4:00 p.m. (prevailing Eastern Time) on July 2, 2024 and served on (a) the Office of the United States Trustee for the District of Delaware (Attn: Richard Schepacarter (Richard.Schepacarter@usdoj.gov)), (b) Alston & Bird LLP, 90 Park Avenue, New York, New York 10016 (Attn: J. Eric Wise (eric.wise@alston.com), Matthew K. Kelsey (matthew.kelsey@alston.com), and William Hao (william.hao@alston.com)), (c) Young Conaway Stargatt & Taylor, LLP, 1000 N. King Street, Rodney Square, Wilmington, Delaware 19801 (Attn: Joseph M. Mulvihill (jmulvihill@ycst.com) and Rebecca L. Lamb (rlamb@ycst.com)), (d) counsel to any statutory committee appointed in these Chapter 11 Cases, and (e) counsel to Wells Fargo Bank, National Association, (i) Goldberg Kohn, 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)) and (ii) Richards, Layton & Finger, P.A., 920 North King Street, Wilmington, Delaware, 19801 (Attn: John H. Knight (knight@rlf.com) and Paul N. Heath (heath@rlf.com)). If no objections are timely filed, the Court may enter the Final Order without further notice or hearing.

14. Nothing in the Motion or this Interim Order, or the Debtors' payment of any claims pursuant to this Interim 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 Debtors' right to contest any invoice of a Critical Vendor or Lien Claimant under applicable non-bankruptcy law.

15. 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.

16. 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.

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

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

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

Dated: June 13th, 2024
Wilmington, Delaware

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

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
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Attn: Sean M. Beach
Joseph M. Mulvihill
Emails: sbeach@ycst.com
jmulvihill@ycst.com

-and-

ALSTON & BIRD LLP
90 Park Avenue
New York, New York 10016
Telephone: (212) 210-9400
Attn: J. Eric Wise
Matthew K. Kelsey
William Hao
Emails: eric.wise@alston.com
matthew.kelsey@alston.com
william.hao@alston.com

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 K
KROLL RETENTION MOTION

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
COACH USA, INC., *et al.*,[1]	Case No. 24-11258 (MFW)
Debtors.	(Jointly Administered)
	Ref. Docket No. 8

ORDER AUTHORIZING RETENTION AND APPOINTMENT OF KROLL RESTRUCTURING ADMINISTRATION LLC AS CLAIMS AND NOTICING AGENT

Upon the *Debtors' Application for Appointment of Kroll Restructuring Administrator LLC as Claims and Noticing Agent* (the "Section 156(c) Application") filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having reviewed the Section 156(c) Application; 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 Section 156(c) Application 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 Section 156(c) Application has been given as set forth in the Section 156(c) Application and that such notice is adequate and no other or further notice need be given; and this Court having considered the Steele Declaration; and the Debtors having estimated that there are in excess of 200 creditors in these Chapter 11 Cases,

[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.

many of which are expected to file proofs of claim; and it appearing that the receiving, docketing, and maintaining of proofs of claim would be unduly time-consuming and burdensome for the Clerk; and this Court being authorized under 28 U.S.C. § 156(c) to utilize, at the Debtors' expense, outside agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy, and transmit proofs of claim; and this Court being satisfied that Kroll has the capability and experience to provide such services and that Kroll does not hold an interest adverse to the Debtors or the estates respecting the matters upon which it is to be engaged; and a hearing having been held to consider the relief requested in the Section 156(c) Application; and upon the record of the hearing on the Section 156(c) Application and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Section 156(c) Application 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 Section 156(c) Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. Notwithstanding the terms of the Engagement Agreement attached to the Section 156(c) Application, the Section 156(c) Application is approved solely as set forth in this Order.

2. The Debtors are authorized to retain Kroll as Claims and Noticing Agent effective as of the Petition Date under the terms of the Engagement Agreement, and Kroll is authorized and directed to perform noticing services and to receive, maintain, record, and otherwise administer the proofs of claim filed in these Chapter 11 Cases, and all related tasks, all as described in the Section 156(c) Application.

3. Kroll shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these Chapter 11 Cases and is authorized and directed to maintain official claims registers for each of the Debtors, to provide public access to every proof of claim unless otherwise ordered by this Court, and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

4. Kroll is authorized and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim.

5. Kroll is authorized to take such other action to comply with all duties set forth in the Section 156(c) Application.

6. The Debtors are authorized to compensate Kroll in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Kroll and the rates charged for each, and to reimburse Kroll for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Kroll to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

7. Kroll shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices on the Debtors, the U.S. Trustee, counsel for the Debtors, counsel for any official committee monitoring the expenses of the Debtors, and any party in interest who specifically requests service of the monthly invoices.

8. The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Engagement Agreement or monthly invoices; *provided* that the parties may seek resolution of the matter from the Court if resolution is not achieved.

9. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Kroll under this Order shall be an administrative expense of the Debtors' estates.

10. Kroll may apply its retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount, and, thereafter, Kroll may hold its retainer under the Engagement Agreement during these Chapter 11 Cases as security for payment of fees and expenses incurred under the Engagement Agreement.

11. The Debtors shall indemnify Kroll under the terms of the Engagement Agreement, as modified pursuant to this Order.

12. Kroll shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the services provided under the Engagement Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court.

13. The limitation of liability section of the Engagement Agreement is deemed to be of no force or effect with regard to the services provided pursuant to this Order.

14. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify Kroll, or provide contribution or reimbursement to Kroll, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Kroll's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of Kroll's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co*., 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which Kroll should not receive indemnity,

contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order.

15. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these Chapter 11 Cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing these Chapter 11 Cases, Kroll believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including the advancement of defense costs, Kroll must file an application therefor in this Court, and the Debtors may not pay any such amounts to Kroll before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by Kroll for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Kroll. All parties in interest shall retain the right to object to any demand by Kroll for indemnification, contribution, or reimbursement.

16. In the event that Kroll is unable to provide the services set out in this Order, Kroll will immediately notify the Clerk and the Debtors' counsel and, upon approval of this Court, cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtors' attorney.

17. The Debtors may submit a separate retention application, pursuant to section 327 of the Bankruptcy Code and/or any applicable law, for work that is to be performed by Kroll but is not specifically authorized by this Order.

18. The Debtors and Kroll are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Section 156(c) Application.

19. Notwithstanding any term in the Engagement Agreement to the contrary, this Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Order.

20. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be immediately effective and enforceable upon its entry.

21. Kroll shall not cease providing claims processing services during the Chapter 11 Cases for any reason, including nonpayment, without an order of this Court.

22. In the event of any inconsistency between the Engagement Agreement, the Section 156(c) Application and the Order, this Order shall govern.

Dated: June 13th, 2024
Wilmington, Delaware

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

31744886.2

SCHEDULE L
CREDITOR MATRIX REDACTION ORDER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
COACH USA, INC., *et al.*,[1]	Case No. 24-11258 (MFW)
Debtors.	(Jointly Administered)
	Ref. Docket No. 3

ORDER (I) AUTHORIZING THE REDACTION OF CERTAIN PERSONALLY IDENTIFIABLE INFORMATION IN THE DEBTORS' CREDITOR MATRIX AND (II) GRANTING RELATED RELIEF

Upon the *Debtors' Motion for Entry of an Order (I) Authorizing the Redaction of Certain Personally Identifiable Information in the Debtors' Creditor Matrix 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 this Court having considered the First Day Declaration; and a hearing having been held to consider

[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.

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. The Debtors are authorized to redact the home addresses, but not the names, of individuals listed on the Creditor Matrix or other documents that the Debtors file with the Court; *provided, however*, that the Debtors shall provide an unredacted version of the Creditor Matrix and any other filings redacted pursuant to this Order to (i) this Court, the U.S. Trustee, counsel to Wells Fargo Bank, National Association, and counsel to any statutory committee appointed in these Chapter 11 Cases, and (ii) any party in interest upon a request to the Debtors (email is sufficient) or to this Court that is reasonably related to these Chapter 11 Cases, or as otherwise ordered by this Court; *provided* that each party (other than the U.S. Trustee) receiving an unredacted copy of the Creditor Matrix or any other applicable document shall keep such redacted information confidential unless otherwise required to be disclosed by law or court order. The Debtors shall inform the U.S. Trustee promptly after denying any request for an unredacted document pursuant to this Order.

3. The Debtors shall file an unredacted version of the Creditor Matrix, with residential addresses, under seal, within five (5) business days of entry of this Order.

4. Nothing in this Order shall waive or otherwise limit the service of any document upon or the provision of any notice to any individual solely because such individual's personally identifiable information is sealed or redacted pursuant to this Order. Service of all documents and notices upon individuals whose personally identifiable information is sealed or redacted pursuant to this Order shall be made to their residential addresses and confirmed in the corresponding certificate of service. The Debtors shall provide the redacted information to any party in interest that files a motion that indicates the reason such information is needed and that, after notice and a hearing, is granted by this Court.

5. If the U.S. Trustee or any other party in interest files a document that must be served on a redacted party, the Debtors' claims and noticing agent shall undertake such service.

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

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

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

Dated: June 13th, 2024
Wilmington, Delaware

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

31744772.2

SCHEDULE M
INTERIM NOL

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
COACH USA, INC., *et al.*,[1]	Case No. 24-11258 (MFW)
Debtors.	(Jointly Administered)
	Ref. Docket No. 16

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

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

[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.

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 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 an interim 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 and 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, 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, 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, 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 Debtor (or party-in-interest) s 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 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 (and 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 purposes 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, 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, 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) 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 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 (and 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 Interim Order.

6. The Debtors shall serve the Notice of Interim Order, substantially in the form attached to the Motion as Exhibit A-7 (the "Notice of Interim Order"), on the following: (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; and (e) 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 any 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 Interim Order to such purchaser (or any broker or agent acting on their behalf) (unless the Court has already entered the Final Order). If at the time of purchase, the Court has entered the Final Order, any person or entity (or any 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 provide the purchaser (or any broker or agent acting on their behalf) with the Notice of Final Order pursuant to the terms of the Final Order.

8. The requirements set forth in this Interim 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 Interim 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. A final hearing (the "Final Hearing") to consider the relief requested in the Motion shall be held on July 9, 2024 at 3:00 p.m. (ET). Any party in interest objecting to the relief sought at the Final Hearing or the Final Order shall file a written objection no later than July 2, 2024 at 4:00 p.m. (ET), which objection shall be served upon the following parties:

(i) the Debtors, 160 S Route 17 North, Paramus, NJ 07652, Attn: Spencer Ware (spencer.ware@cr3partners.com);

(ii) proposed counsel for the Debtors, Alston & Bird LLP, 90 Park Avenue, New York, New York 10016, Attn: J. Eric Wise (eric.wise@alston.com), Matthew K. Kelsey (matthew.kelsey@alston.com), and William Hao (william.hao@alston.com);

(iii) proposed counsel for the Debtors, Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19801, Attn: Sean M. Beach (sbeach@ycst.com) and Joseph M. Mulvihill (jmulvihill@ycst.com);

(iv) counsel to the DIP Agent, Goldberg Kohn, 55 E. Monroe St., Chicago, Illinois 60603, Attn: William A. Starshak (William.Starshak@goldbergkohn.com), Dimitri G. Karcazes (Dimitri.Karcazes@goldbergkohn.com);

(v) counsel to Variant Equity, Sidley Austin LLP, 1999 Avenue of the Stars, Los Angeles, California 90067, Attn: Sam Newman (sam.newman@sidley.com);

(vi) counsel to any statutory committee appointed in these Chapter 11 Cases; and

(vii) the Office of the United States Trustee for the District of Delaware, 844 N. King Street, Room 2207, Lockbox 35, Wilmington, Delaware 19801.

12. If no objections to the entry of the Final Order are timely filed, this Court may enter the Final Order without further notice or a hearing.

13. The requirements of Bankruptcy Rule 6003(b) are satisfied.

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

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

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

Dated: June 13th, 2024
Wilmington, Delaware

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

31745110.2

SCHEDULE N
JIN GUIDELINES

GUIDELINES FOR COMMUNICATION AND COOPERATION BETWEEN COURTS IN CROSS-BORDER INSOLVENCY MATTERS

INTRODUCTION

A. The overarching objective of these Guidelines is to improve in the interests of all stakeholders the efficiency and effectiveness of cross-border proceedings relating to insolvency or adjustment of debt opened in more than one jurisdiction ("Parallel Proceedings") by enhancing coordination and cooperation amongst courts under whose supervision such proceedings are being conducted. These Guidelines represent best practice for dealing with Parallel Proceedings.

B. In all Parallel Proceedings, these Guidelines should be considered at the earliest practicable opportunity.

C. In particular, these Guidelines aim to promote:

(i) the efficient and timely coordination and administration of Parallel Proceedings;

(ii) the administration of Parallel Proceedings with a view to ensuring relevant stakeholders' interests are respected;

(iii) the identification, preservation, and maximisation of the value of the debtor's assets, including the debtor's business;

(iv) the management of the debtor's estate in ways that are proportionate to the amount of money involved, the nature of the case, the complexity of the issues, the number of creditors, and the number of jurisdictions involved in Parallel Proceedings;

(v) the sharing of information in order to reduce costs; and

(vi) the avoidance or minimisation of litigation, costs, and inconvenience to the parties[1] in Parallel Proceedings.

D. These Guidelines should be implemented in each jurisdiction in such manner as the jurisdiction deems fit.[2]

E. These Guidelines are not intended to be exhaustive and in each case consideration ought to be given to the special requirements in that case.

F. Courts should consider in all cases involving Parallel Proceedings whether and how to implement these Guidelines. Courts should encourage and where necessary direct, if they have the power to do so, the parties to make the necessary applications to the court to facilitate such implementation by a protocol or order derived from these Guidelines, and encourage them to act so as to promote the objectives and aims of these Guidelines wherever possible.

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[1] The term "parties" when used in these Guidelines shall be interpreted broadly.

[2] Possible modalities for the implementation of these Guidelines include practice directions and commercial guides.

ADOPTION & INTERPRETATION

Guideline 1: In furtherance of paragraph F above, the courts should encourage administrators in Parallel Proceedings to cooperate in all aspects of the case, including the necessity of notifying the courts at the earliest practicable opportunity of issues present and potential that may (a) affect those proceedings; and (b) benefit from communication and coordination between the courts. For the purpose of these Guidelines, "administrator" includes a liquidator, trustee, judicial manager, administrator in administration proceedings, debtor-in-possession in a reorganisation or scheme of arrangement, or any fiduciary of the estate or person appointed by the court.

Guideline 2: Where a court intends to apply these Guidelines (whether in whole or in part and with or without modification) in particular Parallel Proceedings, it will need to do so by a protocol or an order,[3] following an application by the parties or pursuant to a direction of the court if the court has the power to do so.

Guideline 3: Such protocol or order should promote the efficient and timely administration of Parallel Proceedings. It should address the coordination of requests for court approvals of related decisions and actions when required and communication with creditors and other parties. To the extent possible, it should also provide for timesaving procedures to avoid unnecessary and costly court hearings and other proceedings.

Guideline 4: These Guidelines when implemented are not intended to:

(i) interfere with or derogate from the jurisdiction or the exercise of jurisdiction by a court in any proceedings including its authority or supervision over an administrator in those proceedings;

(ii) interfere with or derogate from the rules or ethical principles by which an administrator is bound according to any applicable law and professional rules;

(iii) prevent a court from refusing to take an action that would be manifestly contrary to the public policy of the jurisdiction; or

(iv) confer or change jurisdiction, alter substantive rights, interfere with any function or duty arising out of any applicable law, or encroach upon any applicable law.

Guideline 5: For the avoidance of doubt, a protocol or order under these Guidelines is procedural in nature. It should not constitute a limitation on or waiver by the court of any powers, responsibilities, or authority or a substantive determination of any matter in controversy before the court or before the other court or a waiver by any of the parties of any of their substantive rights and claims.

Guideline 6: In the interpretation of these Guidelines or any protocol or order under these Guidelines, due regard shall be given to their international origin and to the need to promote good faith and uniformity in their application.

[3] In the normal case, the parties will agree on a protocol derived from these Guidelines and obtain the approval of each court in which the protocol is to apply.

COMMUNICATION BETWEEN COURTS

Guideline 7: A court may receive communications from a foreign court and may respond directly to them. Such communications may occur for the purpose of the orderly making of submissions and rendering of decisions by the courts, and to coordinate and resolve any procedural, administrative or preliminary matters relating to any joint hearing where Annex A is applicable. Such communications may take place through the following methods or such other method as may be agreed by the two courts in a specific case:

(i) Sending or transmitting copies of formal orders, judgments, opinions, reasons for decision, endorsements, transcripts of proceedings or other documents directly to the other court and providing advance notice to counsel for affected parties in such manner as the court considers appropriate.

(ii) Directing counsel or other appropriate person to transmit or deliver copies of documents, pleadings, affidavits, briefs or other documents that are filed or to be filed with the court to the other court in such fashion as may be appropriate and providing advance notice to counsel for affected parties in such manner as the court considers appropriate.

(iii) Participating in two-way communications with the other court, by telephone or video conference call or other electronic means, in which case Guideline 8 should be considered.

Guideline 8: In the event of communications between courts, other than on administrative matters, unless otherwise directed by any court involved in the communications whether on an *ex parte* basis or otherwise, or permitted by a protocol, the following shall apply:

(i) In the normal case, parties may be present.

(ii) If the parties are entitled to be present, advance notice of the communications shall be given to all parties in accordance with the rules of procedure applicable in each of the courts to be involved in the communications.

(iii) The communications between the courts shall be recorded and may be transcribed. A written transcript may be prepared from a recording of the communications that, with the approval of each court involved in the communications, may be treated as the official transcript of the communications.

(iv) Copies of any recording of the communications, of any transcript of the communications prepared pursuant to any direction of any court involved in the communications, and of any official transcript prepared from a recording may be filed as part of the record in the proceedings and made available to the parties and subject to such directions as to confidentiality as any court may consider appropriate.

(v) The time and place for communications between the courts shall be as directed by the courts. Personnel other than judges in each court may communicate with each other to establish appropriate arrangements for the communications without the presence of the parties.

Guideline 9: A court may direct that notice of its proceedings be given to parties in proceedings in another jurisdiction. All notices, applications, motions, and other materials served for purposes of the proceedings before the court may be ordered to be provided to such other parties by making such materials available electronically in a publicly accessible system or by facsimile transmission, certified or registered mail or delivery by courier, or in such other manner as may be directed by the court in accordance with the procedures applicable in the court.

APPEARANCE IN COURT

Guideline 10: A court may authorise a party, or an appropriate person, to appear before and be heard by a foreign court, subject to approval of the foreign court to such appearance.

Guideline 11: If permitted by its law and otherwise appropriate, a court may authorise a party to a foreign proceeding, or an appropriate person, to appear and be heard by it without thereby becoming subject to its jurisdiction.

CONSEQUENTIAL PROVISIONS

Guideline 12: A court shall, except on proper objection on valid grounds and then only to the extent of such objection, recognise and accept as authentic the provisions of statutes, statutory or administrative regulations, and rules of court of general application applicable to the proceedings in other jurisdictions without further proof. For the avoidance of doubt, such recognition and acceptance does not constitute recognition or acceptance of their legal effect or implications.

Guideline 13: A court shall, except upon proper objection on valid grounds and then only to the extent of such objection, accept that orders made in the proceedings in other jurisdictions were duly and properly made or entered on their respective dates and accept that such orders require no further proof for purposes of the proceedings before it, subject to its law and all such proper reservations as in the opinion of the court are appropriate regarding proceedings by way of appeal or review that are actually pending in respect of any such orders. Notice of any amendments, modifications, extensions, or appellate decisions with respect to such orders shall be made to the other court(s) involved in Parallel Proceedings, as soon as it is practicable to do so.

Guideline 14: A protocol, order or directions made by a court under these Guidelines is subject to such amendments, modifications, and extensions as may be considered appropriate by the court, and to reflect the changes and developments from time to time in any Parallel Proceedings. Notice of such amendments, modifications, or extensions shall be made to the other court(s) involved in Parallel Proceedings, as soon as it is practicable to do so.

ANNEX A (JOINT HEARINGS)

Annex A to these Guidelines relates to guidelines on the conduct of joint hearings. Annex A shall be applicable to, and shall form a part of these Guidelines, with respect to courts that may signify their assent to Annex A from time to time. Parties are encouraged to address the matters set out in Annex A in a protocol or order.

ANNEX A: JOINT HEARINGS

A court may conduct a joint hearing with another court. In connection with any such joint hearing, the following shall apply, or where relevant, be considered for inclusion in a protocol or order:

(i) The implementation of this Annex shall not divest nor diminish any court's respective independent jurisdiction over the subject matter of proceedings. By implementing this Annex, neither a court nor any party shall be deemed to have approved or engaged in any infringement on the sovereignty of the other jurisdiction.

(ii) Each court shall have sole and exclusive jurisdiction and power over the conduct of its own proceedings and the hearing and determination of matters arising in its proceedings.

(iii) Each court should be able simultaneously to hear the proceedings in the other court. Consideration should be given as to how to provide the best audio-visual access possible.

(iv) Consideration should be given to coordination of the process and format for submissions and evidence filed or to be filed in each court.

(v) A court may make an order permitting foreign counsel or any party in another jurisdiction to appear and be heard by it. If such an order is made, consideration needs to be given as to whether foreign counsel or any party would be submitting to the jurisdiction of the relevant court and/or its professional regulations.

(vi) A court should be entitled to communicate with the other court in advance of a joint hearing, with or without counsel being present, to establish the procedures for the orderly making of submissions and rendering of decisions by the courts, and to coordinate and resolve any procedural, administrative or preliminary matters relating to the joint hearing.

(vii) A court, subsequent to the joint hearing, should be entitled to communicate with the other court, with or without counsel present, for the purpose of determining outstanding issues. Consideration should be given as to whether the issues include procedural and/or substantive matters. Consideration should also be given as to· whether some or all of such communications should be recorded and preserved.

Schedule O

Information Officer's Certificate

Court File Number: _____

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

INFORMATION OFFICER'S CERTIFICATE

RECITALS

A. Pursuant to the Supplemental Order (Foreign Main Proceeding) (the "**Order**") of the Honorable Justice Osborne of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated June 14, 2024, Alvarez & Marsal Canada Inc. was appointed as the Information Officer in these proceedings (the "**Information Officer**").

B. Pursuant to the Order, the Court declared that the Directors' Charge granted in paragraph 21 of the Order shall be reduced to: (i) $450,000 upon the completion of one or more transactions for the sale of all or substantially all of the Property providing for the employment of substantially all employees of the Canadian Debtors and a corresponding reduction in exposure for liabilities for the directors and officers of the Canadian Debtors that were secured under the Directors' Charge (a "**Transaction**"), as evidenced by the

filing of a certificate of the Information Officer confirming closing of such Transaction(s) (a "**Closing Certificate**"); or (ii) an amount to be determined by the Canadian Debtors and the DIP Lender, in consultation with the Information Officer; upon the service by the Information Officer of a certificate substantially in the form attached therein.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Order.

THE INFORMATION OFFICER CERTIFIES that:

1. The Information Officer has received confirmation that a Transaction has occurred and has filed a Closing Certificate. Consequently, the Information Officer is serving this certificate to confirm that the amount of the Directors' Charge shall be reduced to $[●].

2. This Certificate was served by the Information Officer on the Service list at [TIME] on [DATE] in accordance with the Order.

ALVAREZ & MARSAL CANADA INC., in its capacity as Information Officer of the Canadian Debtors and not in its personal capacity

Per:

_____

Name:
Title:

Electronically issued / Délivré par voie électronique : 17-Jun-2024
Toronto Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-24-00722168-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, c. C-36, AS AMENDED Court File No: [●]

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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TAB E

THIS IS EXHIBIT "**E**" REFERRED TO IN THE
AFFIDAVIT OF SPENCER WARE
SWORN
THE 25TH DAY OF JULY, 2024

A Commissioner for taking affidavits, etc.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
COACH USA, INC., *et al*.,[1]	Case No. 24-11258 (MFW)
Debtors.	(Jointly Administered)
	Ref. Docket No. 20

ORDER (I) APPROVING BIDDING PROCEDURES IN CONNECTION WITH THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS, (II) DESIGNATING STALKING HORSE BIDDERS AND STALKING HORSE BIDDER PROTECTIONS, (III) SCHEDULING AUCTION FOR AND A HEARING TO APPROVE THE SALE OF ASSETS, (IV) APPROVING NOTICE OF RESPECTIVE DATE, TIME AND PLACE FOR AUCTION AND FOR A HEARING ON APPROVAL OF THE SALE, (V) APPROVING PROCEDURES FOR THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, (VI) APPROVING FORM AND MANNER OF NOTICE THEREOF, AND (VII) GRANTING RELATED RELIEF

Upon the *Debtors' Motion for Entry of (A) An Order (I) Approving Bidding Procedures in Connection with the Sale of Substantially All of the Debtors' Assets, (II) Designating Stalking Horse Bidders and Stalking Horse Bidder Protections, (III) Scheduling Auction for and a Hearing to Approve the Sale of Assets, (IV) Approving Notice of Respective Date, Time and Place for Auction and for a Hearing on Approval of the Sale, (V) Approving Procedures for the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (VI) Approving Form and Manner of Notice Thereof, and (VII) Granting Related Relief; and (B) Orders Authorizing and Approving (I) The Sale of the Debtors' Assets Free and Clear of Liens, Claims, Rights, Encumbrances, and Other Interests, (II) The Assumption and Assignment of Certain Executory Contracts, and Unexpired Leases, and (III) Granting Related Relief* (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.

"Motion")[2] for entry of an order authorizing or approving, among other things, (a) the bidding procedures (in the form attached hereto as Exhibit 1, the "Bidding Procedures") in connection with the sales or dispositions (each, a "Sale" and collectively, the "Sales") of substantially all of the Debtors' Assets (the "Assets"), (b) the designation of the Stalking Horse Bidders and the bid protections provided to the Stalking Horse Bidders under the terms of the respective Stalking Horse APAs, (c) authorizing and approving the terms of and the Debtors' entry into the Stalking Horse APAs (attached hereto as Exhibits 3 through 4, respectively), (d) the notice of the Auction for the Sales and a hearing thereon (in the form attached hereto as Exhibit 5, the "Notice of Auction and Sale Hearing"), (e) the procedures (the "Assignment Procedures"), as set forth below, for the assumption and assignment of certain of the Debtors' executory contracts or unexpired leases (the "Contracts"), and (f) the notice of the potential assumption and assignment of the Contracts (in the form attached hereto as Exhibit 6, the "Potential Assumption and Assignment Notice"); and the 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 the 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 the Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and the 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 except as set forth herein with respect to

[2] Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion or, if not defined in the Motion, in the Bidding Procedures.

the Auction, the Sale Hearing and the potential assumption and assignment of the Contracts; and a reasonable opportunity to object to or be heard regarding the relief provided herein has been afforded to parties-in-interest pursuant to Bankruptcy Rule 6004(a); and the Court having considered the First Day Declaration and Sale Declaration; and upon the record of the hearing and all of the proceedings had before the Court; and the Court having found 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 the Court having found that the legal and factual bases 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 FOUND AND DETERMINED THAT:[3]

A. Jurisdiction and Venue. The Court 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 February 29, 2012. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. Statutory and Legal Predicates. The statutory and legal predicates for the relief requested in the Motion are sections 105(a), 363, 365, 503, 507, and 1113 of the Bankruptcy Code, Bankruptcy Rules 2002, 6003, 6004, 6006, 9007, 9008, and 9014 and Local Rules 2002-1, 6004-1, 9006-1, and 9013-1(m).

C. Sale Process. The Debtors and their advisors, including Houlihan Lokey engaged in a robust and extensive prepetition sale process prior to the execution of the Stalking Horse APAs

[3] The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

(defined herein as, collectively, the Avalon Stalking Horse APA and ABC Stalking Horse APA) to solicit and develop the highest and otherwise best offers for the respective Assets.

D. Bidding Procedures. The Debtors have articulated good and sufficient business reasons for the Court to approve the Bidding Procedures attached hereto as Exhibit 1. The Bidding Procedures are fair, reasonable and appropriate and are designed to maximize the value of the proceeds of the sale of the Assets. The Bidding Procedures were negotiated in good faith and at arm's-length and are reasonably designed to promote a competitive and robust bidding process to generate the greatest level of interest in the Assets. The process for selecting the Avalon Stalking Horse Bidder and ABC Stalking Horse Bidder (collectively, the "Stalking Horse Bidders," and the bids of such Stalking Horse Bidders, collectively, the "Stalking Horse Bids"), respectively, was fair and appropriate under the circumstances and in the best interests of the Debtors' estates. The Bidding Procedures comply with the requirements of Local Rule 6004-1(c).

E. Designation of the Avalon Stalking Horse Bid. The Avalon Stalking Horse Bid as reflected in the Avalon Stalking Horse APA represents the highest and otherwise best offer the Debtors have received to date to purchase the Avalon Assets, as defined in the Motion and as more fully described in the Avalon Stalking Horse APA. The Avalon Stalking Horse APA provides the Debtors with the opportunity to sell the Avalon Assets in a manner designed to preserve and maximize their value and provide a floor for a further marketing and auction process subject to the provisions of section H, below. Without the Avalon Stalking Horse Bid, the Debtors are at a significant risk of realizing a lower price for the Avalon Assets. As such, the contributions of the Avalon Stalking Horse Bidder to the process have indisputably provided a substantial benefit to the Debtors, their estates, and the creditors in these Chapter 11 Cases. The Avalon Stalking Horse Bid will enable the Debtors to minimize disruption to the Debtors'

restructuring process and secure a fair and adequate baseline bid for the Avalon Assets at the Auction (if any), and, accordingly, will provide a clear benefit to the Debtors' estates, their creditors, and all other parties in interest.

F. Designation of the Avalon Stalking Horse Bidder. The Avalon Stalking Horse Bidder shall act as a "stalking horse bidder" pursuant to the Avalon Stalking Horse APA and the Avalon Stalking Horse Bid shall be subject to higher and otherwise better offers in accordance with the Avalon Stalking Horse APA and the Bidding Procedures. Pursuit of the Avalon Stalking Horse Bidder as a "stalking horse bidder" and the Avalon Stalking Horse APA as a "stalking horse purchase agreement" is in the best interests of the Debtors and the Debtors' estates and their creditors, and it reflects a sound exercise of the Debtors' business judgment.

G. The Avalon Stalking Horse Bidder is not an "insider" or "affiliate" of any of the Debtors, as those terms are defined in section 101 of the Bankruptcy Code, and no common identity of incorporators, directors, or controlling stakeholders exist between the Avalon Stalking Horse Bidder and the Debtors. The Avalon Stalking Horse Bidder and its counsel and advisors have acted in "good faith" within the meaning of section 363(m) of the Bankruptcy Code in connection with the Avalon Stalking Horse Bidder's negotiation of the Avalon Bid Protections and the Bidding Procedures and entry into the Avalon Stalking Horse APA.

H. Avalon Bid Protections. The Debtors have articulated compelling and sufficient business reasons for the Court to approve the Debtors' provision of the Avalon Bid Protections. The Avalon Purchaser Expense Reimbursement and the Avalon Break-Up Fee (i) have been negotiated by the Avalon Stalking Horse Bidder and the Debtors and their respective advisors at arm's length and in good faith and the Avalon Stalking Horse APA (including the Avalon Bid Protections) is the culmination of a process undertaken by the Debtors and their

professionals to negotiate a transaction with bidders that are prepared to pay the highest and otherwise best purchase price to date for the Avalon Assets; (ii) are fair, reasonable and appropriate in light of, among other things, the size and nature of the proposed Sale, the substantial efforts that have been and will be expended by the Avalon Stalking Horse Bidder, notwithstanding that the proposed Sale is subject to higher and better offers, and the substantial benefits that the Avalon Stalking Horse Bidder has provided to the Debtors, their estates, their creditors and parties in interest herein, including, among other things, by increasing the likelihood that the best possible purchase price for the Avalon Assets will be received; and (iii) provide protections that were material inducements for, and express conditions of, the Avalon Stalking Horse Bidder's willingness to enter into the Stalking Horse APA, and is necessary to ensure that the Avalon Stalking Horse Bidder will continue to pursue the Avalon Stalking Horse APA and the transactions contemplated thereby. The Avalon Purchaser Expense Reimbursement and the Avalon Break-Up Fee, to the extent payable under the Avalon Stalking Horse APA, (a) provides a substantial benefit to the Debtors' estates and stakeholders and all parties in interest herein, (b)(x) are an actual and necessary cost and expense of preserving the Debtors' estates within the meaning of section 503(b) of the Bankruptcy Code and (y) shall be treated as an allowed superpriority administrative expense claim against the Debtors' estates pursuant to sections 105(a), 364, 503(b), and 507(a)(2) of the Bankruptcy Code, (c) are commensurate to the real and material benefits conferred upon the Debtors' estates by the Avalon Stalking Horse Bidder, and (d) are fair, reasonable, and appropriate, including in light of the size and nature of the transactions and the efforts that have been and will be expended by the Avalon Stalking Horse Bidder. Unless it is assured that the Avalon Bid Protections will be available, the Avalon Stalking Horse Bidder is unwilling to remain obligated to consummate the Avalon Stalking Horse APA or

otherwise be bound under the Avalon Stalking Horse APA, including, without limitation, the obligations to maintain their committed offers while such offers are subject to higher and otherwise better offers as contemplated by the Bidding Procedures. The Avalon Bid Protections are a material inducement for, and condition of, the Avalon Stalking Horse Bidder's execution of the Avalon Stalking Horse APA.

I. Designation of the ABC Stalking Horse Bid. The ABC Stalking Horse Bid as reflected in the ABC Stalking Horse APA represents the highest and otherwise best offer the Debtors have received to date to purchase the ABC Assets, as defined in the Motion and as more fully described in the ABC Stalking Horse APA. The ABC Stalking Horse APA provides the Debtors with the opportunity to sell the ABC Assets in a manner designed to preserve and maximize their value and provide a floor for a further marketing and auction process subject to the provisions of section L, below. Without the ABC Stalking Horse Bid, the Debtors are at a significant risk of realizing a lower price for the ABC Assets. As such, the contributions of the ABC Stalking Horse Bidder to the process have indisputably provided a substantial benefit to the Debtors, their estates, and the creditors in these Chapter 11 Cases. The ABC Stalking Horse Bid will enable the Debtors to minimize disruption to the Debtors' restructuring process and secure a fair and adequate baseline bid for the ABC Assets at the Auction (if any), and, accordingly, will provide a clear benefit to the Debtors' estates, their creditors, and all other parties in interest.

J. Designation of the ABC Stalking Horse Bidder. The ABC Stalking Horse Bidder shall act as a "stalking horse bidder" pursuant to the ABC Stalking Horse APA and the ABC Stalking Horse Bid shall be subject to higher and otherwise better offers in accordance with the ABC Stalking Horse APA and the Bidding Procedures. Pursuit of the ABC Stalking Horse Bidder as a "stalking horse bidder" and the ABC Stalking Horse APA as a "stalking horse

purchase agreement" is in the best interests of the Debtors and the Debtors' estates and their creditors, and it reflects a sound exercise of the Debtors' business judgment.

K. The ABC Stalking Horse Bidder is not an "insider" or "affiliate" of any of the Debtors, as those terms are defined in section 101 of the Bankruptcy Code, and no common identity of incorporators, directors, or controlling stakeholders exist between the ABC Stalking Horse Bidder and the Debtors. The ABC Stalking Horse Bidder and its counsel and advisors have acted in "good faith" within the meaning of section 363(m) of the Bankruptcy Code in connection with the ABC Stalking Horse Bidder's negotiation of the ABC Bid Protections and the Bidding Procedures and entry into the ABC Stalking Horse APA.

L. ABC Bid Protections. The Debtors have articulated compelling and sufficient business reasons for the Court to approve the Debtors' provision of the ABC Bid Protections. The ABC Purchaser Expense Reimbursement and the ABC Break-Up Fee (i) have been negotiated by the ABC Stalking Horse Bidder and the Debtors and their respective advisors at arm's length and in good faith and the ABC Stalking Horse APA (including the ABC Bid Protections) is the culmination of a process undertaken by the Debtors and their professionals to negotiate a transaction with a bidder that was prepared to pay the highest or otherwise best purchase price to date for the ABC Assets; (ii) are fair, reasonable and appropriate in light of, among other things, the size and nature of the proposed Sale, the substantial efforts that have been and will be expended by the ABC Stalking Horse Bidder, notwithstanding that the proposed Sale is subject to higher and better offers, and the substantial benefits that the ABC Stalking Horse Bidder has provided to the Debtors, their estates, their creditors and parties in interest herein, including, among other things, by increasing the likelihood that the best possible purchase price for the ABC Assets will be received; and (iii) provide protections that were material inducements for,

and express conditions of, the ABC Stalking Horse Bidder's willingness to enter into the Stalking Horse APA, and is necessary to ensure that the ABC Stalking Horse Bidder will continue to pursue the ABC Stalking Horse APA and the transactions contemplated thereby. The ABC Purchaser Expense Reimbursement and the ABC Break-Up Fee, to the extent payable under the ABC Stalking Horse APA, (a) provides a substantial benefit to the Debtors' estates and stakeholders and all parties in interest herein, (b)(x) are an actual and necessary cost and expense of preserving the Debtors' estates within the meaning of section 503(b) of the Bankruptcy Code and (y) shall be treated as an allowed superpriority administrative expense claim against the Debtors' estates pursuant to sections 105(a), 364, 503(b), and 507(a)(2) of the Bankruptcy Code, (c) are commensurate to the real and material benefits conferred upon the Debtors' estates by the ABC Stalking Horse Bidder, and (d) are fair, reasonable, and appropriate, including in light of the size and nature of the transactions and the efforts that have been and will be expended by the ABC Stalking Horse Bidder. Unless it is assured that the ABC Bid Protections will be available, the ABC Stalking Horse Bidder is unwilling to remain obligated to consummate the ABC Stalking Horse APA or otherwise be bound under the ABC Stalking Horse APA, including, without limitation, the obligations to maintain its committed offer while such offer is subject to higher and otherwise better offers as contemplated by the Bidding Procedures. The ABC Bid Protections are a material inducement for, and condition of, the ABC Stalking Horse Bidder's execution of the ABC Stalking Horse APA.

M. Notice of Auction and Sale Hearing. The Notice of Auction and Sale Hearing, the form of which is attached as Exhibit 5, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Auction, the Sale Hearing, the Bidding Procedures, the Sale, and all relevant and important dates and objection deadlines with respect to

the foregoing, and no other or further notice of the Motion, the Sale or the Auction shall be required.

N. Assumption and Assignment Provisions. The Debtors have articulated good and sufficient business reasons for the Court to approve the Assumption and Assignment Procedures and the Potential Assumption and Assignment Notice attached hereto as Exhibit 6, which are fair, reasonable, and appropriate. The Assumption and Assignment Procedures comply with the provisions of sections 365 and 1113 of the Bankruptcy Code and Bankruptcy Rule 6006.

O. Potential Assumption and Assignment Notice. The Potential Assumption and Assignment Notice, the form of which is attached hereto as Exhibit 6, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Assumption and Assignment Procedures, as well as any and all objection deadlines related thereto, and no other or further notice shall be required for the Motion and the procedures described therein, except as expressly required herein.

P. Notice. Notice of the Motion, the proposed Bidding Procedures, the proposed designation of the Stalking Horse Bidders, and the Bidding Procedures Hearing was (i) appropriate and reasonably calculated to provide all interested parties with timely and proper notice, (ii) in compliance with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules and (iii) adequate and sufficient under the circumstances of the Debtors' Chapter 11 Cases, such that no other or further notice need be provided except as set forth in the Bidding Procedures and the Assumption and Assignment Procedures. A reasonable opportunity to object and be heard regarding the relief granted herein has been afforded to all parties in interest.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.

2. All objections to the relief granted in this Bidding Procedures Order that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby overruled and denied on the merits with prejudice.

The Bidding Procedures

3. The Bidding Procedures attached hereto as Exhibit 1 are hereby approved, are incorporated herein by reference, and shall govern the bids and proceedings related to the Sale of the Assets and the Auction. The procedures and requirements set forth in the Bidding Procedures, including those associated with submitting a "Qualified Bid," are fair, reasonable and appropriate, and are designed to maximize recoveries for the benefit of the Debtors' estates, creditors, and other parties in interests. The Debtors are authorized to take all actions reasonable and necessary or appropriate to implement the Bidding Procedures.

4. The failure to specifically include or reference any particular provision of the Bidding Procedures in the Motion or this Bidding Procedures Order shall not diminish or otherwise impair the effectiveness of such procedures, it being the Court's intent that the Bidding Procedures are approved in their entirety, as if fully set forth in this Bidding Procedures Order.

5. Subject to this Bidding Procedures Order and the Bidding Procedures, the Debtors, in the exercise of their reasonable business judgment and in a manner consistent with their fiduciary duties and applicable law, shall have the right to (a) determine, in consultation with the Consultation Parties, which bidders qualify as Qualified Bidders and which bids qualify as Qualified Bids, (b) select the Starting Bid; (c) determine the amount of each Incremental Overbid; (d) determine the Leading Bid; (e) determine, in consultation with the Consultation

Parties, which Qualified Bid is the highest and otherwise best bid (each such Bid, a "Successful Bid") and which Qualified Bid is the Next-Highest Bid after the Successful Bid; (f) reject any bid, in consultation with the Consultation Parties, that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of this Bidding Procedures Order or any other applicable order of the Court, the Bidding Procedures, the Bankruptcy Code or other applicable law, and/or (iii) contrary to the best interests of the Debtors and their estates; (g) adjourn, postpone, close, re-open following closure, or cancel the Auction at or prior to the Auction in accordance with the Bidding Procedures; and (h) adjourn or reschedule the Sale Hearing in accordance with the Bidding Procedures.

6. The Debtors are authorized to conduct the Bidding Process (as defined in the Bidding Procedures) in accordance with the Bidding Procedures and the terms hereof, and without the necessity of complying with any state or local bulk transfer laws or requirements applicable to the Debtors.

7. The Stalking Horse Bidders are Qualified Bidders and the bids reflected in the Stalking Horse Bids (including as they may be increased at the Auction (if any)) are Qualified Bids, as set forth in the Bidding Procedures. The Prepetition ABL Administrative Agent, Prepetition ABL Lenders, DIP Agent and DIP Lenders are also Qualified Bidders.

8. Without prejudice to the rights of the Stalking Horse Bidders under the applicable Stalking Horse APA, and subject to this Bidding Procedures Order and the Bidding Procedures, the Debtors shall have the right to, in their reasonable business judgment, and in a manner consistent with their fiduciary duties and applicable law, subject to the consent of the Prepetition ABL Administrative Agent and DIP Agent, modify the Bidding Procedures, including to, among other things, (a) extend or waive deadlines or other terms and conditions set forth therein, (b)

adopt new rules and procedures for conducting the bidding and Auction process, (c) if applicable, provide reasonable accommodations to a Stalking Horse Bidder, or (d) otherwise modify the Bidding Procedures to further promote competitive bidding for and maximizing the value of the Assets. Notwithstanding the foregoing, the Debtors may not modify the Break-Up Fees or Purchaser Reimbursement Amounts of the Stalking Horse Bidders, and may not modify any rules, procedures, or deadlines (or adopt any new rules, procedures, or deadlines) that would impair in any material respect each of the Stalking Horse Bidders' right to payment of its respective Break-Up Fee or the Purchaser Reimbursement Amount or its right to receive a credit for the aggregate amount of its respective Break-Up Fee and/or Purchaser Reimbursement Amount, in the event any Stalking Horse Bidder submits an Overbid at any Auction, when bidding during such Auction.

9. All Potential Bidders, Qualified Bidders, and Stalking Horse Bidders are deemed to waive any right to seek a claim for substantial contribution pursuant to section 503 of the Bankruptcy Code based on such bidder's submission of a bid in accordance with the Bidding Procedures or the payment of any broker fees or costs.

Avalon Stalking Horse Bid and Avalon Bid Protections

10. The Avalon Stalking Horse Bidder is approved as the Stalking Horse Bidder for the Avalon Assets pursuant to the terms of the Avalon Stalking Horse APA.

11. The Debtors entry into the Avalon Stalking Horse APA is authorized and approved, and the Avalon Stalking Horse Bid shall be subject to higher and better Qualified Bids, in accordance with the terms and procedures of the Avalon Stalking Horse APA and the Bidding Procedures.

12. The Debtors are authorized to perform any obligations under the Avalon Stalking Horse APA that are intended to be performed prior to the entry of the order approving the Sale of the Avalon Assets.

13. The Avalon Purchaser Expense Reimbursement and the Avalon Break-Up Fee are approved in their entirety. The Avalon Bid Protections shall be payable in accordance with, and subject to the terms of, the Avalon Stalking Horse APA. The automatic stay provided by section 362 of the Bankruptcy Code shall be automatically lifted and/or vacated to permit any Avalon Stalking Horse Bidder action expressly permitted or provided in the Avalon Stalking Horse APA, without further action or order of the Court.

14. The Avalon Purchaser Expense Reimbursement and the Avalon Break-Up Fee (each to the extent payable under the Avalon Stalking Horse APA) shall constitute an allowed superpriority administrative expense claim pursuant to sections 105(a), 503(b)(1)(A), and 507(a)(2) of the Bankruptcy Code in the Debtors' cases, which in each case, shall be senior to and have priority over all other administrative expense claims of the kind specified in section 503(b) of the Bankruptcy Code. Debtors are hereby authorized and directed to pay the Avalon Bid Protections, if and when due, in accordance with the terms of the Avalon Stalking Horse APA and this Bidding Procedures Order without further order of the Court. The Debtors' obligation to pay the Avalon Bid Protections, if applicable, shall survive termination of the Avalon Stalking Horse APA, dismissal or conversion of any of the Chapter 11 Cases, and confirmation of any plan of reorganization or liquidation. For the avoidance of doubt, in the event an Alternative Transaction (as defined in the Avalon Stalking Horse APA) is consummated with respect to all or any portion of the Avalon Assets, then the Avalon Bid Protections will be payable to the Avalon Stalking Horse Bidder.

ABC Stalking Horse Bid and ABC Bid Protections

15. The ABC Stalking Horse Bidder is approved as the Stalking Horse Bidder for the ABC Assets pursuant to the terms of the ABC Stalking Horse APA.

16. The Debtors entry into the ABC Stalking Horse APA is authorized and approved, and the ABC Stalking Horse Bid shall be subject to higher and better Qualified Bids, in accordance with the terms and procedures of the ABC Stalking Horse APA and the Bidding Procedures.

17. The Debtors are authorized to perform any obligations under the ABC Stalking Horse APA that are intended to be performed prior to the entry of the order approving the Sale of the ABC Assets.

18. The ABC Purchaser Expense Reimbursement and the ABC Break-Up Fee are approved in their entirety. The ABC Bid Protections shall be payable in accordance with, and subject to the terms of, the ABC Stalking Horse APA. The automatic stay provided by section 362 of the Bankruptcy Code shall be automatically lifted and/or vacated to permit any ABC Stalking Horse Bidder action expressly permitted or provided in the ABC Stalking Horse APA, without further action or order of the Court.

19. The ABC Purchaser Expense Reimbursement and the ABC Break-Up Fee (each to the extent payable under the ABC Stalking Horse APA) shall constitute an allowed superpriority administrative expense claim pursuant to sections 105(a), 503(b)(1)(A), and 507(a)(2) of the Bankruptcy Code in the Debtors' cases, which in each case, shall be senior to and have priority over all other administrative expense claims of the kind specified in section 503(b) of the Bankruptcy Code. Debtors are hereby authorized and directed to pay the ABC Bid Protections, if and when due, in accordance with the terms of the ABC Stalking Horse APA and this Bidding Procedures Order without further order of the Court. The Debtors' obligation to pay

the ABC Bid Protections, if applicable, shall survive termination of the ABC Stalking Horse APA, dismissal or conversion of any of the Chapter 11 Cases, and confirmation of any plan of reorganization or liquidation. For the avoidance of doubt, in the event an Alternative Transaction (as defined in the ABC Stalking Horse APA) is consummated with respect to all or any portion of the ABC Assets, then the ABC Bid Protections will be payable to the ABC Stalking Horse Bidder.

Auction, Sale Hearing, and Objection Procedures

20. Bid Deadline. As further described in the Bidding Procedures, (i) the deadline for submitting bids for the Assets (the "Bid Deadline") is **August 1, 2024 at 5:00 p.m. prevailing Eastern Time**. Except as otherwise set forth in the Bidding Procedures or this Bidding Procedures Order, no bid shall be deemed to be a Qualified Bid unless such bid meets the requirements set forth in the Bidding Procedures.

21. Auction. The Debtors may sell the Assets by conducting an Auction in accordance with the Bidding Procedures. If the Debtors receive more than one Qualified Bid (other than any Stalking Horse Bid) for certain of the Assets, the Debtors will conduct an auction for the relevant Assets in accordance with the Bidding Procedures, which shall take place on **August 6, 2024 at 10:00 a.m. (prevailing Eastern Time)**, at the offices of proposed counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, or such later time or such other place as the Debtors shall designate and notify to all Qualified Bidders who have submitted Qualified Bids.

22. If the Debtors only receive one Qualified Bid, including any Stalking Horse Bid, for the Assets that are the subject of the Auction, then (a) the Debtors shall not hold an Auction with respect to the relevant Assets; (b) the sole Qualified Bid will be deemed the Successful Bid

(as defined below) with respect to the relevant Assets; and (c) that Qualified Bidder will be named the Successful Bidder (as defined below) with respect to the relevant Assets.

23. Each Qualified Bidder participating in the Auction will be required to confirm, in writing and on the record at the Auction, that (i) it has not engaged in any collusion with respect to the Auction or the submission of any bid for any of the Assets; (ii) its Qualified Bid that gained the Qualified Bidder admission to participate in the Auction and each Qualified Bid submitted by the Qualified Bidder at the Auction is a binding, good-faith and *bona fide* offer to purchase the Assets identified in such bids; and (iii) it agrees to serve as a backup bidder if the potential Bidder's Qualified Bid is the next highest and best bid after the Successful Bid with respect to the relevant Assets.

24. Sale Hearing. The Sale Hearing shall be held before the Court on **August 13, 2024 at 10:30 a.m. (prevailing Eastern Time)** before the Honorable Judge Walrath, United States Bankruptcy Judge for the Bankruptcy Court for the District of Delaware, at 824 North Market Street, 5th Floor, Courtroom No. 4, Wilmington, Delaware 19801. At the Sale Hearing, the Debtors will seek the entry of the Sale Order(s) approving and authorizing the Sale(s) to the Successful Bidder(s). The Sale Hearing (or any portion thereof) may be adjourned by the Court or the Debtors from time to time without further notice other than by announcement in open court, on the Court's calendar or through the filing of a notice or other document on the Court's docket.

25. Sale Objection Deadline. The deadline to object to the relief requested in the Motion, including entry of any proposed Sale Order (a "Sale Objection") is **August 1, 2024 at 4:00 p.m. (prevailing Eastern Time)** (the "Sale Objection Deadline"). A Sale Objection must

be filed with the Court and served in the manner set forth below so *actually received* no later than the Sale Objection Deadline.

26. Post-Auction Objection Deadline. The deadline to object only to (i) the conduct at an Auction (if held) or (ii) solely with respect to the Non-Debtor Counterparties to the Contracts, to the specific identity of and adequate assurance of future performance provided by the Successful Bidder(s) in the event a Stalking Horse Bidder is not the Successful Bidder with respect to the applicable Assumed Contract or Assumed Lease (a "Post-Auction Objection") is **August 7, 2024 at 4:00 p.m. (prevailing Eastern Time)** (the "Post-Auction Objection Deadline"). A Post-Auction Objection must be filed with the Court and served in the manner set forth below *so actually received* no later than the Post-Auction Objection Deadline.

27. Any party that seeks to object to the relief requested in the Motion pertaining to approval of the Sale shall file a formal written objection that complies with the objection procedures as set forth herein and in the Motion, as applicable.

28. Objections, if any, must be: (i) in writing; (ii) signed by counsel or attested to by the objecting party; (iii) be in conformity with the applicable provisions of the Bankruptcy Rules and the Local Rules; (iv) state with particularity the legal and factual basis for the objection and the specific grounds therefor; (v) be filed with the Court and (vi) served on the following parties (the "Notice Parties"): (a) proposed counsel to the Debtors, (i) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801 (Attn: Sean M. Beach, Esq. (sbeach@ycst.com), Joseph M. Mulvihill, Esq. (jmulvihill@ycst.com), Rebecca L. Lamb (rlamb@ycst.com), and Benjamin C. Carver, Esq. (bcarver@ycst.com)), and (ii) Alston & Bird LLP, 90 Park Avenue, New York, New York 10066 (Attn: J. Eric Wise, Esq. (eric.wise@alston.com), Matthew K. Kelsey, Esq. (matthew.kelsey@alston.com), and William

Hao, Esq. (william.hao@alston.com)); (b) counsel to the Official Committee of Unsecured Creditors, (i) Brown Rudnick LLP, 7 Times Square, New York, New York 10036 (Attn: Robert J. Stark (rstark@brownrudnick.com), Bennett S. Silverberg (bsilverberg@brownrudnick.com), and Sharon I. Dwoskin (sdwoskin@brownrudnick.com)), and (ii) Faegre Drinker Biddle & Reath, LLP, 222 Delaware Ave. Suite 1410, Wilmington, Delaware 19801 (Attn: Patrick A. Jackson (Patrick.jackson@faegredrinker.com));; (c) counsel to Wells Fargo Bank, National Association in its capacity as DIP Agent and Prepetition ABL Administrative Agent, (i) Goldberg Kohn, 55 E. Monroe St., Chicago, Illinois 60603 (Attn: William A. Starshak, Esq. (William.Starshak@goldbergkohn.com), Dimitri G. Karcazes, Esq. (Dimitri.Karcazes @goldbergkohn.com), Prisca M. Kim, Esq. (prisca.kim@goldbergkohn.com), and Nicole P. Bruno (Nicole.Bruno@goldbergkohn.com)) and (ii) 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)); (d) counsel to the NewCo Stalking Horse Bidder, McGuireWoods LLP, Tower Two-Sixty, 260 Forbes Avenue, Suite 1800, Pittsburgh, PA 15222 (Attn: Mark Freedlander, Esq. (mfreedlander@mcguirewoods.com) and Frank Guadagnino, Esq. (fguadagnino@mcguirewoods.com)); (e) counsel to the Avalon Stalking Horse Bidder, Thompson Coburn LLP, 10100 Santa Monica Boulevard, Suite 500 (Attn: Barry Weisz (bweisz@thompsoncoburn.com), and Mark T. Power (mpower@thompsoncoburn.com)); (f) counsel to the ABC Stalking Horse Bidder, JD Thompson Law, Post Office Box 33127, Charlotte, NC 28233 (Attn: Judy Thompson (jdt@jdthompsonlaw.com)); and (g) Richard Schepacarter, Esq., Office of the United States Trustee, 844 N. King Street, Suite 2207, Lockbox 35, Wilmington DE, 19801 (Attn: Richard Schepacarter (Richard.Schepacarter@usdoj.gov)).

29. Any party who fails to file and serve a timely Sale Objection or Post-Auction Objection in accordance with the terms of this Bidding Procedures Order shall be forever barred from asserting, at the Sale Hearing or thereafter, any Sale Objection or Post-Auction Objection to the relief requested in the Motion, or to the consummation or performance of any Sale, including the transfer of assets to the applicable Successful Bidder free and clear of liens, claims, interests and encumbrances pursuant to section 363(f) of the Bankruptcy Code, and shall be deemed to "consent" to such sale for purposes of section 363(f) of the Bankruptcy Code.

Notice Procedures

30. Service of the Notice of Auction and Sale Hearing are sufficient to provide effective notice to all interested parties of, *inter alia*, the Bidding Procedures, the Auction, the Sale Hearing, the Sales, and the Assignment Procedures in accordance with Bankruptcy Rules 2002 and 6004, as applicable, and are approved.

31. On or before eight (8) business days after entry of this Bidding Procedures Order, the Debtors will cause the Notice of Auction and Sale Hearing to be sent by first-class mail postage prepaid, to the following: (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) proposed counsel for the Official Committee of Unsecured Creditors and any other official committee appointed in the chapter 11 cases; (d) counsel to Wells Fargo Bank, National Association in its capacity as DIP Agent and Prepetition ABL Administrative Agent; (e) counsel to the Stalking Horse Bidders; (f) the United States Attorney for the District of Delaware; (g) the attorneys general for each of the states in which the Debtors conduct business operations; (h) the Internal Revenue Service; (i) the Securities and Exchange Commission; (j) all known taxing authorities for the jurisdictions to which the Debtors are subject; (k) all environmental authorities

having jurisdiction over any of the Assets; (l) all state, local or federal agencies, including any departments of transportation, having jurisdiction over any aspect of the Debtors' business operations; (m) all entities known or reasonably believed to have asserted a lien on any of the Assets; (n) counterparties to the Debtors' executory contracts and unexpired leases; (o) all persons that have expressed to the Debtors an interest in a transaction with respect to the Assets during the past six (6) months; (p) the State of Texas, acting through the Texas Department of Transportation; (q) the office of unclaimed property for each state in which the Debtors conduct business; (r) the Pension Benefit Guaranty Corporation; (s) the Surface Transportation Board and all other Governmental Authorities (as defined in the NewCo Stalking Horse APA) with regulatory jurisdiction over any consent required for the consummation of the transactions; (t) the Federal Motor Carrier Safety Administration; (u) the Federal Trade Commission; (v) the U.S. Department of Justice; (w) each of the Unions; (x) all of the Debtors' other known creditors and equity security holders; and (y) those parties who have formally filed a request for notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002 at the time of service.

32. In addition to the foregoing, on or before five (5) business days after entry of this Bidding Procedures Order, the Debtors shall post the Notice of Auction and Sale Hearing and this Bidding Procedures Order on the website of the Debtors' claims and noticing agent, Kroll Restructuring Administration LLC (https://cases.ra.kroll.com/CoachUSA).

33. As soon as reasonably practicable following conclusion of the Auction (or for the Bid Deadline, if only one Qualified Bid for the relevant Assets, including any Stalking Horse Bid, is received), the Debtors shall file a notice on the Court's docket identifying the Successful Bidder(s) for such Assets and any applicable Next-Highest Bidder(s).

34. The Potential Assumption and Assignment Notice, and the other Assignment Procedures set forth herein, are sufficient to provide effective notice pursuant to Bankruptcy Rules 2002(a)(2), 6004(a) and 6006(c) to the Non-Debtor Counterparties to the Contracts of the Debtors' intent to potentially assume and assign some or all of the Contracts and are approved.

Assignment Procedures

35. The following Assignment Procedures shall govern the assumption and assignment of the Contracts in connection with the Sale, and any objections related thereto:

a. On July 18, 2024, the Debtors shall file with the Court and serve on each non-debtor counterparty (each a "Non-Debtor Counterparty") to each of the Debtors' executory contracts and unexpired leases (each a "Contract") the Potential Assumption and Assignment Notice. In the event that the Debtors identify any Non-Debtor Counterparties which were not served with the Potential Assumption and Assignment Notice, the Debtors may subsequently serve such Non-Debtor Counterparty with a Potential Assumption and Assignment Notice, and the following procedures will nevertheless apply to such Non-Debtor Counterparty; provided, however, that the Cure Cost/Assignment Objection Deadline (defined below) with respect to such Non-Debtor Counterparty shall be 4:00 p.m. (prevailing Eastern Time) on the date that is the later of August 1, 2024 or fourteen (14) days following service of the Potential Assumption and Assignment Notice.

b. The Potential Assumption and Assignment Notice served on each Non-Debtor Counterparty shall (i) identify each Contract; (ii) list the proposed calculation of the cure amounts that the Debtors believe must be paid under section 365(b)(1) of the Bankruptcy Code to cure all defaults outstanding under the Contract as of such date (the "Cure Costs"); (iii) include a statement that assumption and assignment of such Contract is not required or guaranteed; and (iv) inform such Non-Debtor Counterparty of the requirement to file any Cure Cost/Assignment Objections (defined below) by the Cure Cost/Assignment Objection Deadline (defined below). Service of a Potential Assumption and Assignment Notice does not constitute an admission that a particular Contract is an executory contract or unexpired lease of property, or confirm that the Debtors are required to assume and/or assign such Contract.

c. Objections (a "Cure Cost/Assignment Objection"), if any, to (i) the scheduled Cure Costs, and/or (ii) the potential assumption, assignment and/or transfer of such Contract (including the transfer of any related rights or benefits thereunder and to the identity and adequate assurance of

future performance provided by the Stalking Horse Bidder), must (x) be in writing; (y) state with specificity the nature of such objection, including the amount of Cure Costs in dispute and (z) be filed with the Court and properly served on the Notice Parties (as defined in this Bidding Procedures Order) so as to be received no later than 4:00 p.m. (prevailing Eastern Time) on August 1, 2024 (the "Cure Cost/Assignment Objection Deadline"), subject to the proviso in subparagraph (a) above.

d. A Post-Auction Objection of any Non-Debtor Counterparty related solely to the specific identity of and adequate assurance of future performance provided by the Successful Bidder(s) in the event the Stalking Horse Bidder is not the Successful Bidder with respect to the applicable Assumed Contract or Assumed Lease must (x) be in writing; (y) state with specificity the nature of such objection, and (z) be filed with the Court and properly served on the Notice Parties so as to be received no later than 4:00 p.m. (prevailing Eastern Time) on August 7, 2024 (the "Post-Auction Objection Deadline"), subject to the proviso in subparagraph (a) above.

e. Any Non-Debtor Counterparty to a Contract who fails to timely file and properly serve a Cure Cost/Assignment Objection or Post-Auction Objection as provided herein will (i) be forever barred from objecting to the Cure Costs and from asserting any additional cure or other amounts with respect to such Contract in the event it is assumed and/or assigned by the Debtors and the Debtors shall be entitled to rely solely upon the Cure Costs, and (ii) be deemed to have consented to the assumption, assignment and/or transfer of such Contract (including the transfer of any related rights and benefits thereunder) to the relevant Successful Bidder(s) and shall be forever barred and estopped from asserting or claiming against the Debtors or such Successful Bidder that any additional amounts are due or defaults exist, or conditions to assumption, assignment, and/or transfer must be satisfied under such Contract, or that any related right or benefit under such Contract cannot or will not be available to the relevant Successful Bidder. If a Cure Cost/Assignment Objection is timely filed and properly served, the Resolution Procedures (as defined below) will apply.

f. If a Non-Debtor Counterparty files a Cure Cost/Assignment Objection satisfying the requirements of these Assignment Procedures, the Debtors and the Non-Debtor Counterparty shall meet and confer in good faith to attempt to resolve any such objection without Court intervention (the "Resolution Procedures"). If the applicable parties determine that the objection cannot be resolved without judicial intervention in a timely manner, the Court shall make all necessary determinations relating to such Cure Cost/Assignment Objection at a hearing scheduled pursuant to the following paragraph.

g. Consideration of unresolved Cure Cost/Assignment Objections and Post-

Auction Objections relating to all Contracts, if any, will be held at the Sale Hearing, provided, however, that (i) any Contract that is the subject of a Cure Cost/Assignment Objection with respect solely to the amount of the Cure Cost may be assumed and assigned prior to resolution of such objection and (ii) the Debtors, in consultation with the Consultation Parties, may adjourn a Cure Cost/Assignment Objection in their discretion, in consultation with the Consultation Parties.

h. A timely filed and properly served Cure Cost/Assignment Objection or Post-Auction Objection will reserve the filing Non-Debtor Counterparty's rights relating to the Contract but will not be deemed to constitute an objection to the relief generally requested in the Motion with respect to the approval of the Sale.

i. The Debtors' assumption and/or assignment of a Contract is subject to approval by the Court and consummation of the Sale. Absent consummation of the applicable Sale and entry of a Sale Order approving the assumption and/or assignment of the Contracts, the Contracts shall be deemed neither assumed nor assigned, and shall in all respects be subject to subsequent assumption or rejection by the Debtors. Contracts may be designated or de-designated for assumption and assignment at any time prior to the consummation of the Sale.

Other Relief Granted

36. This Bidding Procedures Order shall be binding in all respects upon any trustees, examiners, "responsible persons" or other fiduciaries appointed in the Debtors' bankruptcy cases or upon a conversion to chapter 7 under the Bankruptcy Code.

37. Nothing herein shall be deemed to or constitute the assumption, assignment or rejection of any executory contract or unexpired lease.

38. Notwithstanding any provision in the Bankruptcy Rules to the contrary, the stays provided for in Bankruptcy Rules 6004(h) and 6006(d) are waived and this Bidding Procedures Order shall be effective immediately and enforceable upon its entry.

39. In the event of any conflict between this Bidding Procedures Order and the Bidding Procedures, this Bidding Procedures Order shall govern in all respects.

40. The requirements set forth in Local Rules 6004-1, 9006-1, and 9013-1 are hereby satisfied or waived.

41. This Court shall retain exclusive jurisdiction over any matters related to or arising from the implementation of this Bidding Procedures Order.

Dated: July 9th, 2024
Wilmington, Delaware

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Bidding Procedures

BIDDING PROCEDURES[1]

Set forth below are the bidding procedures (the "Bidding Procedures") to be used with respect to the sales or dispositions (the "Sale", and each a "Sale") of substantially all of the Debtors' assets (the "Assets").[2]

Additional information regarding the Assets can be obtained by contacting Debtors' investment bankers:

Houlihan Lokey
Stephen Spencer
(612) 215-2252
sspencer@hl.com

Jack Sallstrom
(612) 2152265
jsallstrom@hl.com

I. Assets for Sale

The Sale of the Assets shall be subject to a competitive bidding process as set forth herein and approval by the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") pursuant to sections 105, 363, 365, and 1113 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6003, 6004, 6006, 9007, 9008 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2002-1, 6004-1, 9006-1, and 9013-1(m) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules").

If the Debtors only receive one Qualified Bid (as defined below), including any Stalking Horse Bid, for the Assets that are the subject of an Auction, then (a) the Debtors shall not hold such Auction; (b) the sole Qualified Bid will be deemed the Successful Bid (as defined below) with respect to the relevant Assets; and (c) that Qualified Bidder will be named the Successful Bidder (as defined below) with respect to the relevant Assets.

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[1] Capitalized terms used but not defined herein shall have the meanings set forth in the *Debtors' Motion for Entry of (A) An Order (I) Approving Bidding Procedures in Connection with the Sale of Substantially All of the Debtors' Assets, (II) Designating Stalking Horse Bidders and Stalking Horse Bidder Protections, (III) Scheduling Auction for and a Hearing to Approve the Sale of Assets, (IV) Approving Notice of Respective Date, Time and Place for Auction and for a Hearing on Approval of the Sale, (V) Approving Procedures for the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (VI) Approving Form and Manner of Notice Thereof, and (VII) Granting Related Relief; and (B) Orders Authorizing and Approving (I) The Sale of the Debtors' Assets Free and Clear of Liens, Claims, Rights, Encumbrances, and Other Interests, (II) The Assumption and Assignment of Certain Executory Contracts, and Unexpired Leases, and (III) Granting Related Relief* (the "Motion"), or if not defined in the Motion, in the First Day Declaration (as defined in the Motion).

[2] 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.

A. Description of the Avalon Assets to be Sold

The Debtors are seeking to sell the Avalon Assets (as defined below) on a going concern basis, which are more fully described in the Motion, First Day Declaration, and Sale Declaration. The Avalon Assets include substantially all of the assets utilized by the Avalon Business Segments, which include real property, vehicles, inventory, equipment, intellectual property, unexpired leases, contract rights, customer deposits and contracts, books and records, and other assets related to the Avalon Business Segments, all as more particularly set forth in, and pursuant to, the Avalon Stalking Horse APA (as defined below) (the "Avalon Assets"). The aggregate consideration offered for the Avalon Assets must satisfy the minimum requirements set forth in these Bid Procedures, including without limitation, offering to pay a price equal to or greater than (x) the amount of the purchase price consideration set forth in the Avalon Stalking Horse APA, (y) the Avalon Bid Protections of $593,440, and (z) an overbid amount of $300,000.

B. Description of the ABC Assets to be Sold

The Debtors are seeking to sell the ABC Assets (as defined below), which are more fully described in the Motion, First Day Declaration, and Sale Declaration. The ABC Assets include 143 of the Debtors' double deck buses, all books and records related thereto, warranties relating to the purchased vehicles, and any parts, equipment, or component thereof, all as more particularly set forth in, and pursuant to, the ABC Stalking Horse APA (as defined below) (the "ABC Assets", together with the Avalon Assets, the "Stalking Horse Assets"). The aggregate consideration offered for the ABC Assets must satisfy the minimum requirements set forth in these Bidding Procedures, including without limitation, offering to pay a price equal to or greater than (x) the amount of the purchase price consideration set forth in the ABC Stalking Horse APA, (y) the Bid Protections of $118,000, and (z) an overbid amount of $50,000.

C. Description of the Remaining Assets to be Sold

The Debtors are seeking to sell the Remaining Assets (as defined below), which are more fully described in the Motion, First Day Declaration, and Sale Declaration. The Remaining Assets include certain assets of the Remaining Business Segments that are not being acquiring through Stalking Horse APAs, including over 200 single deck buses, intellectual property, equipment, unexpired leases, contract rights, other vehicles, and other assets related to the Remaining Business Segments. The Remaining Assets are not currently being sold pursuant to any stalking horse agreement.

II. Stalking Horse Bidders

The Bidding Procedures Order authorized, among other things, the Debtors' entry into:

(a) that certain asset purchase agreement, dated as of June 11, 2024 between the Debtors and AVALON Transportation, LLC or its designee (the "Avalon Stalking Horse Bidder") (as amended, supplemented, or otherwise modified by the parties thereto, the "Avalon Stalking Horse APA"); and

(b) that certain asset purchase agreement, dated as of May 7, 2024 between the Debtors and ABC Bus, Inc. (the "ABC Stalking Horse Bidder", together with the New Co Stalking Horse Bidder and Avalon Stalking Horse Bidder, the "Stalking Horse Bidders") (as amended, supplemented, or otherwise modified by the parties thereto, the "ABC Stalking Horse APA", together with the Avalon Stalking Horse APA, the "Stalking Horse APAs").

Pursuant to the Stalking Horse APAs, after a robust marketing and sale process initiated before the commencement of these Chapter 11 Cases, the Stalking Horse Bidders have agreed to purchase the Stalking Horse Assets, as specifically enumerated in the respective Stalking Horse APAs and subject to the terms and conditions set forth therein. The Stalking Horse APAs shall serve as the Stalking Horse Bids for the respective Stalking Horse Assets, subject to higher and better bids in accordance with the terms and conditions of these Bidding Procedures. For all purposes under these Bidding Procedures, the Stalking Horse Bidders, approved as such pursuant to the Bidding Procedures Order, shall be considered Qualified Bidders, and the Stalking Horse Bids shall be considered Qualified Bids. Subject to the other provisions of these Bidding Procedures, in the event that the Debtors do not receive any additional Qualified Bids other than the Stalking Horse Bids by the Bid Deadline for any of the Stalking Horse Assets, the relevant Stalking Horse Bidder shall be deemed the Successful Bidder, and the Debtors shall not hold the Auction with respect to those Assets.

III. Key Dates and Deadlines

Sale Process Key Dates and Deadlines	
July 9, 2024 at 4:00 p.m. (ET)	Hearing on Approval of the Bidding Procedures
July 18, 2024	Deadline for Debtors to Provide Notice of Potential Assumption and Assignment
August 1, 2024 at 4:00 p.m. (ET)	Deadline to File Cure Costs/Assignment and Sale Objections
August 1, 2024 at 5:00 p.m. (ET)	Bid Deadline
August 2, 2024	Determination of Qualified Bids
August 6, 2024 at 10:00 a.m. (ET)	Auction
August 7, 2024 at 4:00 p.m. (ET)	Deadline to File Post-Auction Objections
August 9, 2024 at 4:00 p.m. (ET)	Deadline for Debtors to File Reply to Sale Objections and Post-Auction Objections
August 13, 2024 at 10:30 a.m. (ET)	Sale Hearing

IV. Confidentiality Agreement

Unless otherwise ordered by the Bankruptcy Court for cause shown, to participate in the Bidding Process (as defined below), each person or entity must enter into (unless previously entered into) with the Debtors, on or before the Bid Deadline (as defined below), an executed confidentiality agreement in form and substance reasonably satisfactory to the Debtors, the DIP Agent and Prepetition ABL Administrative Agent (the "Confidentiality Agreement"). Each person or entity that enters into the Confidentiality Agreement with the Debtors on or before the Bid Deadline is hereinafter referred to as a "Potential Bidder." The Debtors, in consultation with the Consultation Parties (as defined below), expressly reserve the right to reject any "joint bids" by multiple Potential Bidders or bids submitted by joint ventures formed by more than one Potential Bidder.

After a Potential Bidder enters into the Confidentiality Agreement with the Debtors, the Debtors shall deliver or make available (unless previously delivered or made available) to each Potential Bidder certain designated information (including, if applicable, financial data) with respect to the Assets.

V. Determination by the Debtors

As appropriate throughout the Bidding Process, the Debtors will consult with Wells Fargo Bank, National Association, in its capacity as DIP Agent and Prepetition ABL Administrative Agent (together with the DIP Agent, "Agents" and each an "Agent"), for the DIP Lenders and Prepetition ABL Lenders, respectively (collectively, the "Lenders"), and counsel to the official committee of unsecured creditors appointed in the Debtors' chapter 11 cases, if any (the "Creditors' Committee" and, collectively with the DIP Agent and Prepetition ABL Administrative Agent, each in their respective capacity as a consultation party, the "Consultation Parties" and each, a "Consultation Party") and shall (a) coordinate the efforts of Potential Bidders in conducting their respective due diligence, (b) evaluate bids from Potential Bidders on the Assets, (c) negotiate any bid made to acquire the Assets or any portion thereof, and (d) make such other determinations as are provided in these Bidding Procedures (collectively, the "Bidding Process"). Notwithstanding the foregoing, if any of the Creditors' Committee, the DIP Agent, or Prepetition ABL Agent, submits a bid with respect to any particular Assets, it will no longer be, or receive information as, a Consultation Party and shall only receive the same diligence, information, and notice as all other Qualified Bidders, unless and until such party unequivocally revokes its bid and waives its right to continue in the Auction process.

To the extent the Bidding Procedures requires the Debtors to consult with any Consultation Party in connection with making a determination or taking an action, or in connection with any other matter related to the Bidding Procedures or the Auction, the Debtors will do so in a regular and timely manner prior to making such determination or taking such action.

VI. Due Diligence

Up to and including to the Bid Deadline (such period, the "Diligence Period"), the Debtors shall afford any Potential Bidder, and any Consultation Party, such available due

diligence access or additional information as may be reasonably requested by the Potential Bidder or Consultation Party, as applicable, that the Debtors, in their business judgment, determine to be reasonable and appropriate under the circumstances. The Debtors will provide an electronic data room to be established for these purposes and will grant each Potential Bidder or Consultation Party, as applicable, access to such data room. All reasonable requests for additional information and due diligence access from such Potential Bidders and/or Consultation Parties, as applicable, shall be directed to Houlihan Lokey, proposed investment bankers to the Debtors. Each Potential Bidder shall be required to acknowledge that it has had an opportunity to conduct all of its due diligence regarding the Assets in conjunction with submitting its Bid (as defined below). Notwithstanding anything in the foregoing to the contrary, the Debtors reserve the right, in their reasonable discretion and following consultation with the Consultation Parties, to withhold or limit access to any information that the Debtors determine to be commercially sensitive or otherwise not appropriate to disclose to any Potential Bidder or to terminate access by any Potential Bidder to the electronic data room.

Each Potential Bidder shall comply with all reasonable requests for information and due diligence access by the Debtors or their advisors regarding the ability of each Potential Bidder to consummate a sale transaction. Failure by a Potential Bidder to comply with reasonable requests for additional information and due diligence access may be a basis for the Debtors to determine, after consultation with the Consultation Parties, that a bid made by such Potential Bidder is not a Qualified Bid.

VII. Bid Deadline

A Potential Bidder that desires to make a Bid on any of the Assets shall deliver copies of its Bid, in Microsoft Word format, by email to proposed counsel to the Debtors by no later than **August 1, 2024 at 5:00 p.m. (prevailing Eastern Time)** (the "Bid Deadline"). The Debtors, in turn, shall provide copies of all Bid materials to each Consultation Party (other than with respect to materials covering the sale of the applicable Assets for which any Consultation Party has submitted a Bid or has a Bid submitted on its behalf, for so long as such Bid remains unrevoked), as set forth below.

VIII. Bid Requirements

Except with regard to the Stalking Horse Bidders who are each approved as a Qualified Bidder, all bids (each hereinafter, a "Bid") with respect to the Sale of the Assets, must (collectively, the "Bid Requirements") be accompanied by a letter or email:

(a) disclosing the identity of the person or entity submitting the Bid, as well as any party participating in or otherwise supporting the Bid, and the terms of any such participation or support (including any equity holder or other financial backer if the Potential Bidder is an entity formed for the purpose of consummating the proposed transaction contemplated by the Bid);

(b) stating with specificity the Assets such Potential Bidder wishes to bid on and the liabilities and obligations to be assumed by the Potential Bidder, including but not limited to any liabilities and obligations arising from or relating to executory

contracts, unexpired leases, taxes, or any single employer plan as defined in Section 4001(a)(15) of ERISA;

(c) accompanied by a duly executed purchase agreement (the "Purchase Agreement");

(d) agreeing that the Potential Bidder's offer is binding and irrevocable until the later of (x) the Closing Date, or (y) twenty (20) days after the Sale Hearing (unless selected as the Next-Highest Bidder (as defined below) in which case such offer will remain open and binding on the Next-Highest Bidder until the Closing Date);

(e) providing for a Closing Date that is consistent with the schedule contemplated herein;

(f) providing that such Bid is not subject to any due diligence or financing contingency;

(g) including evidence, in form and substance reasonably satisfactory to the Debtors, of authorization and approval from the Qualified Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery, and closing of the transactions contemplated by the Purchase Agreement;

(h) including an acknowledgement and representation that the Qualified Bidder: (a) has had an opportunity to conduct any and all required due diligence regarding the Assets prior to making its offer; (b) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Assets in making its bid; (c) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Assets or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Purchase Agreement; and (d) is not entitled to any expense reimbursement or break-up fee in connection with its bid unless expressly agreed to the contrary by Debtors (after consultation with the Consultation Parties) prior to the Bid Deadline;

(i) providing an affirmative statement that: (i) the Qualified Bidder submitting such Bid has acted in good faith consistent with section 363(m) Bankruptcy Code and not in any manner prohibited by section 363(n) of the Bankruptcy Code; (ii) the Qualified Bidder submitting such Bid has and will continue to comply with the Bidding Procedures; and (iii) the Qualified Bidder submitting such Bid waives any substantial contribution (administrative expense) claims under section 503(b) of the Bankruptcy Code related to the bidding for the Debtors' assets or otherwise participating in the Auction;

(j) providing that the Potential Bidder agrees to serve as a backup bidder (the "Next-Highest Bidder") if the Potential Bidder's Qualified Bid is the next highest and otherwise best bid after the Successful Bid (the "Next-Highest Bid") with respect to the relevant Assets that are the subject of such Bid and further on the condition

that any such Successful Bid is for all of the same assets as the Next Highest Bid;

(k) offering to pay an amount that the Debtors determine, after consultation with the Consultation Parties, constitutes a fair and adequate price, the acceptance of which would be in the best interests of the estates (provided, that no portion of the purchase price shall include non-cash consideration without the prior written consent of Agents);

(l) providing adequate assurance of future performance information (the "Adequate Assurance Information"), and all such information subject to appropriate confidentiality, including (i) information about the Potential Bidder's financial condition, such as federal tax returns for two years, a current financial statement, or bank account statements, (ii) information demonstrating (in the Debtors' reasonable business judgment) that the Potential Bidder has the financial capacity to consummate the proposed Sale, (iii) evidence that the Potential Bidder has obtained authorization or approval from its board of directors (or comparable governing body) with respect to the submission of its Bid, (iv) the identity and exact name of the Potential Bidder (including any equity holder or other financial backer if the Potential Bidder is an entity formed for the purpose of consummating the proposed Sale), and (v) such additional information regarding the Potential Bidder as the Potential Bidder may elect to include. By submitting a Bid, Potential Bidders agree that the Debtors may disseminate their Adequate Assurance Information to affected counterparties and the Consultation Parties in the event that the Debtors determine such bid to be a Qualified Bid; and

(m) be accompanied by a proposed Letter of Intent sufficient for purposes of any required filing with any applicable regulatory authority and a statement indicating that the Potential Bidder would cover any filing fees and costs associated therewith;

(n) be accompanied by (a) a deposit in cash in the form of a certified check or wire transfer, payable to the order of the Debtors, in the amount of ten percent (10%) of the Bid, which funds will be deposited into an interest bearing escrow account to be identified and established by the Debtors (a "Good Faith Deposit") and (b) written evidence, documented to the Debtors' satisfaction, that demonstrates the Potential Bidder has available cash, a commitment for financing if selected as the Successful Bidder with respect to the relevant Assets and such other evidence of ability to consummate the transaction(s) as the Debtors may request, including proof that such funding commitments or other financing are not subject to any internal approvals, syndication requirements, diligence or credit committee approvals (provided that such commitments may have covenants and conditions acceptable to the Debtors). The Debtors reserve the right to increase or decrease the Good Faith Deposit for one or more Qualified Bidders in their sole discretion after consulting with the Consultation Parties; and

(o) In the event a Potential Bidder seeks to bid on Assets that are the subject of a Stalking Horse APA, such bid must also:

(i) be accompanied by a redline of the Purchase Agreement marked to reflect any proposed amendments and modifications to the applicable Stalking Horse APA and the applicable schedules and exhibits; and

(ii) offer to pay a price equal to or greater than (x) the amount of the purchase price consideration set forth in the relevant Stalking Horse APA, (y) to the extent approved by the Bankruptcy Court, any applicable Bid Protections, and (z) the applicable overbid amount; provided, however, that no portion of the purchase price shall include non-cash consideration without the prior written consent of Agents and, if Agents so agree and if the value of a Bid relative to a Stalking Horse Bid includes additional non-cash components (such as fewer contingencies than are in the relevant Stalking Horse APA or accepting title to the Assets faster than contemplated by the relevant Stalking Horse APA), the bidder should include an analysis or description of the value of any such additional non-cash components, including any supporting documentation, to assist the Debtors in better evaluating the competing Bid.

The Debtors, in consultation with the Consultation Parties, will review each Bid received from a Potential Bidder to determine whether it meets the requirements set forth above. A Bid received from a Potential Bidder that meets the above requirements, and is otherwise satisfactory to the Debtors, will be considered a "Qualified Bid" and each Potential Bidder that submits a Qualified Bid will be considered a "Qualified Bidder." For the avoidance of doubt, the Stalking Horse APAs will each be deemed a Qualified Bid and the Stalking Horse Bidders will each be deemed a Qualified Bidder for all purposes and requirements pursuant to the Bidding Procedures.

A Qualified Bid will be valued by the Debtors based upon any and all factors that the Debtors, in consultation with the Consultation Parties, reasonably deem pertinent in the Debtors' reasonable business judgment, including, among others, (a) the amount of the Qualified Bid, (b) the risks and timing associated with consummating the transaction(s) with the Qualified Bidder, (c) any excluded assets or executory contracts and leases, and (d) any other factors that the Debtors (in consultation with the Consultation Parties) may reasonably deem relevant.

The Debtors, in their business judgment, and in consultation with the Consultation Parties, reserve the right to reject any Bid (other than a Stalking Horse Bid) if such Bid, among other things:

(a) is on terms that are more burdensome or conditional than the terms of the applicable Stalking Horse APA;

(b) requires any indemnification of the Potential Bidder in its Purchase Agreement;

(c) is not received by the Bid Deadline;

(d) is subject to any contingencies (including representations, warranties, covenants and timing requirements) of any kind or any other conditions precedent to such party's obligation to acquire the relevant Assets;

(e) seeks any bid protections; or

(f) does not, in the Debtors' determination (after consultation with the Consultation Parties), include a fair and adequate price or the acceptance of which would not be in the best interests of the Debtors' estates.

Any Bid rejected pursuant to this paragraph shall not be deemed to be a Qualified Bid. If any Bid is so rejected, the Debtors shall cause the Good Faith Deposit of such Potential Bidder to be refunded to it within five (5) business days after the Bid Deadline.

Notwithstanding anything herein to the contrary, without any further action of any kind: (a) each Agent (and any designee of any Agent, including, without limitation, any entity that may be formed by or on behalf of any of the Lenders) is, and will be deemed to be, a Qualified Bidder for all purposes under and in connection with these Bidding Procedures and may credit bid all or any portion of the Aggregate Debt (as defined in the DIP Financing Order) in accordance with 11 U.S.C. § 363(k), and with respect to the Prepetition Debt (as defined in the DIP Financing Order) subject to any potential Challenge Action (as defined in the DIP Financing Order) as provided in paragraph 9 of the DIP Financing Order, including, without limitation, at any Auction; (b) any credit bid made by any Agent (or such designee) is, and will be deemed to be, a Qualified Bid in each instance and for all purposes under and in connection with the Bidding Procedures and will be deemed to be, and will be evaluated by the Debtors, and the Consultation Parties as, a cash Qualified Bid (including, without limitation, Sections X and XI (Incremental Overbid)); and (c) subject to the proviso at the end of this sentence, none of the Agents (or any such designee) is or will be subject to the terms and conditions of Section IV, or the following clauses (f), (l), (m), (n) and (o) of the "Bid Requirements" set forth in this Section VIII; provided, however, that any Agent (or any designee thereof) submitting a credit bid (x) will provide a Good Faith Deposit, provided that such Good Faith Deposit shall consist of a reduction in the applicable secured claim of such Agent in the Chapter 11 Cases and will not be payable in cash notwithstanding the terms of subsection (n) of the Bid Requirements set forth Section VIII above and (y) must credit bid the amount of any Bid Protections in cash. These Bidding Procedures are subject to the terms and provisions of the DIP Financing Order.[3]

IX. Aggregate Bids

The Debtors may, in consultation with the Consultation Parties, aggregate separate bids from unaffiliated persons to create one "Qualified Bid," including at the Auction, with respect to bids for separate portions of the Assets, to determine the highest and otherwise best Qualified Bid(s); provided that all Qualified Bidders shall remain subject to the provisions of 11 U.S.C. § 363(n) regarding collusive bidding.

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[3] As used herein, "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 Prepetition Secured Parties; (IV) Scheduling a Final Hearing; and (v) Granting Related Relief* (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 DIP Agent in its sole discretion.

X. Credit Bid

Any bidder (or any designee thereof) holding a perfected security interest in any of the Assets may seek to credit bid all, or a portion of, such bidder's claims for its respective collateral in accordance with section 363(k) of the Bankruptcy Code (each such bid, a "Credit Bid"); provided, that, except as otherwise providing in the Bidding Procedures or the Bidding Procedures Order, such Credit Bid complies with the terms of the Bidding Procedures, including providing for the payment of Bid Protections in cash.

XI. Auction Procedures

Auction Time and Location. If the Debtors receive more than one Qualified Bid (other than any Stalking Horse Bid) for certain of the Assets, the Debtors will conduct an auction for the relevant Assets (the "Auction") on **August 6, 2024 at 10:00 a.m. (prevailing Eastern Time)** at the offices of proposed counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street (or such later time or such other place as the Debtors shall designate and notify to all Qualified Bidders who have submitted Qualified Bids) for consideration of the Qualified Bids, each as may be increased at the Auction.

If the Debtors only receive one Qualified Bid, including any Stalking Horse Bid, for the Assets that are the subject of the Auction, then (a) the Debtors shall not hold an Auction with respect to the relevant Assets; (b) the sole Qualified Bid will be deemed the Successful Bid with respect to the relevant Assets; and (c) that Qualified Bidder will be named the Successful Bidder with respect to the relevant Assets.

Participants and Attendees. Unless otherwise ordered by the Bankruptcy Court for cause shown, only the Qualified Bidders (including the Stalking Horse Bidders) are eligible to participate at the Auction. At least one (1) day prior to the Auction, each Qualified Bidder, other than the Stalking Horse Bidders, must inform the Debtors in writing whether it intends to participate in the Auction. Professionals and principals for the Debtors, each Stalking Horse Bidder, each Qualified Bidder, and the Consultation Parties shall be able to attend and observe the Auction, along with any other party the Debtors deem appropriate (provided, however, that any party other than the Consultation Parties and each Consultation Parties' respective legal and financial advisors shall be required to provide notice to the Debtors at least one (1) day prior to the relevant Auction).

Each Qualified Bidder participating in the Auction will be required to confirm in writing and on the record at the Auction that (i) it has not engaged in any collusion with respect to the Auction or the submission of any bid for any of the Assets and (ii) its Qualified Bid that gained the Qualified Bidder admission to participate in the Auction and each Qualified Bid submitted by the Qualified Bidder at the Auction is a binding, good-faith and *bona fide* offer to purchase the Assets identified in such bids.

Auction Packages. Prior to the commencement of the Auction, respectively, the Debtors will, in consultation with the Consultation Parties, make a determination regarding the Avalon Assets, ABC Assets, and Remaining Assets for which the Debtors will conduct an Auction (each such asset or group of assets, an "Auction Package").

Starting Bids. Prior to the commencement of the Auction, the Debtors will determine, in their business judgment and after consultation with the Consultation Parties, the highest and otherwise best Qualified Bid submitted for each Auction Package (each such Qualified Bid, a "Starting Bid"), which determination will be communicated to Qualified Bidders prior to the commencement of the Auction. Bidding for each Auction Package at the Auction shall commence at the amount of the applicable Starting Bid.

Incremental Overbids. Bidding at the Auction for an Auction Package will begin with the Starting Bid and continue, in one or more rounds of bidding, so long as during each round at least one subsequent bid (a "Subsequent Bid") is submitted by a Qualified Bidder that (i) improves on such Qualified Bidder's immediately prior Qualified Bid and (ii) the Debtors determine that such Subsequent Bid is (A) for the first round, a higher and otherwise better offer than the Starting Bid, and (B) for subsequent rounds, a higher and otherwise better offer than the immediately prior Leading Bid (as defined below). The Stalking Horse Bidders shall be permitted to credit bid the aggregate amount of their respective Bid Protections in connection with any Subsequent Bid they may submit at an Auction.

The Debtors will announce at the outset of the Auction the minimum required increments for Successive Bids (each, such bid, a "Incremental Overbid"). The Debtors may, in their discretion, announce increases or reductions to Incremental Overbids at any time during the Auction.

Upon a Qualified Bidder's declaration of a Bid at the Auction, the Qualified Bidder must state on the record its commitment to pay within two (2) business days following the Auction, if such bid were to be selected as the Successful Bid or as the Backup Bid for the applicable Auction Package, the incremental amount of the Qualified Bidder's Good Faith Deposit calculated based on the increased purchase price of such Bid (such Good Faith Deposit so increased, the "Incremental Deposit Amount") if applicable.

Except as specifically set forth herein, for the purpose of evaluating the value of the consideration provided by any Bid subsequent to a Starting Bid, the Debtors will, at each round of bidding, consider and/or give effect to (a) any additional liabilities to be assumed by a Qualified Bidder under the Bid, including whether such liabilities are secured, unsecured, or under any single employer plan as defined in Section 4001(a)(15) of ERISA, and (b) any additional costs that may be imposed on the Debtors; provided, that any consideration shall be in cash (except for, solely with respect to each Stalking Horse Bidder, the value of the Bid Protections afforded to such Stalking Horse Bidder) unless Agents consent otherwise in writing.

Leading Bid. After the first round of bidding and between each subsequent round of bidding, the Debtors will announce the Bid that they believe to be the highest and otherwise best offer for the applicable Auction Package (each such bid, a "Leading Bid") and describe the material terms thereof. Each round of bidding will conclude after each participating Qualified Bidder has had the opportunity to submit a Subsequent Bid with full knowledge of the material terms of the Leading Bid, subject to the Debtors' authority to revise the Auction procedures to the extent permitted by the Bidding Procedures.

Evaluation of Bids. The Debtors, in consultation with the Consultation Parties, shall have the right to determine, in their business judgment, which Bid is the highest and otherwise best Bid with respect to an applicable Auction Package and may consider any and all relevant factors including (a) the amount and nature of the total consideration, including, with respect to subsequent bids by Stalking Horse Bidders, the value of any Bid Protections afforded to such Stalking Horse Bidders, (b) the likelihood of the Qualified Bidder's ability to close a transaction and the timing thereof, (c) the tax consequences of such Bid, (d) and any other considerations that may impact the Debtors' estates and their stakeholders. Further, in accordance with the terms of these Bidding Procedures, the Debtors may reject, at any time, without liability, any bid that the Debtors deem to be inadequate or insufficient, not in conformity with the requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, these Bidding Procedures, any order of the Court, or the best interests of the Debtors and their estates.

Successful Bids and Next-Highest Bids. Immediately prior to the conclusion of each Auction, the Debtors will (a) determine, consistent with these Bidding Procedures, which Qualified Bid constitutes the highest and otherwise best Bid(s) for each Auction Package (each such Bid, a "Successful Bid") and Next-Highest Bid for each Auction Package and (b) notify all Qualified Bidders at the Auction of the identity of the bidder that submitted the Successful Bid for such Auction Package (each such bidder, a "Successful Bidder") and the amount of the purchase price and other material terms of the Successful Bid. As a condition to remaining the Successful Bidder, the Successful Bidder shall, within two (2) business days after the conclusion of the Auction, (i) if applicable, wire to the Debtors in immediately available funds the Incremental Deposit Amount, calculated based on the purchase price in the Successful Bid(s) and (ii) submit to the Debtors fully executed documentation memorializing the terms of the Successful Bid(s). Any Next-Highest Bidders shall also, within two (2) business days after the conclusion of the Auction, if applicable, wire to the Debtors in immediately available funds the Incremental Deposit Amount, calculated based on the purchase price in the Next-Highest Bid(s).

As soon as practicable following conclusion of each Auction, the Debtors shall file a notice on the Bankruptcy Court's docket identifying the Successful Bidder(s) for the applicable Assets and any applicable Next-Highest Bidder(s) with respect to such Auction. Notwithstanding the selections of the Successful Bidder(s) and the Next-Highest Bidder(s), all bids are **binding and irrevocable** until the later of (i) the Closing Date, or (ii) thirty (30) days after the Sale Hearing (unless selected as the Next-Highest Bidder, in which case such offer will remain open until the relevant Closing Date).

XII. Jurisdictional Content

All bidders at the Auction will be deemed to have consented to the core jurisdiction of the Bankruptcy Court and waived any right to jury trial in connection with any disputes relating to the Auction, the Sales and the construction and enforcement of the Stalking Horse APAs and all other agreements entered into in connection with any proposed Sale. Such consent and waiver shall apply to the extent that it is later determined that the Bankruptcy Court, absent consent, cannot enter final orders or judgments with regard to the foregoing matters consistent with Article III of the United States Constitution.

XIII. Acceptances of Qualified Bids

The Debtors' presentation to the Bankruptcy Court for approval of a selected Qualified Bid as a Successful Bid does not constitute the Debtors' acceptance of such Bid. The Debtors will have accepted a Successful Bid only when such Successful Bid has been approved by the Bankruptcy Court at the Sale Hearing. The Debtors intend to close the Sales on or before **August 19, 2024** unless another time or date, or both, are agreed to in writing by the Debtors and the Successful Bidder (each, a "Closing Date").

XIV. Sale Hearing

Each Successful Bid and any Next-Highest Bid (or if no Qualified Bid other than that of a Stalking Horse Bidder is received with respect to the relevant Assets, then the applicable Stalking Horse Bid) will be subject to approval by the Bankruptcy Court. The hearing to approve a Successful Bid and any Next-Highest Bid shall take place on **August 13, 2024 at 10:30 a.m. (prevailing Eastern Time)** (the "Sale Hearing"). The Sale Hearing may be adjourned by the Debtors from time to time without further notice to creditors or other parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing or by filing a notice, which may be a hearing agenda stating the adjournment, on the docket of the Debtors' chapter 11 cases.

At the Sale Hearing, the Debtors will seek entry of orders that, among other things: (i) authorize and approve the Sale(s) to the Successful Bidder(s) and/or the Next-Highest Bidder(s), (ii) includes a finding that the Successful Bidder(s) and/or the Next-Highest Bidder(s) is a good faith purchaser pursuant to section 363(m) of the Bankruptcy Code, and (iii) as appropriate, exempts the Sale(s) and conveyances of the Assets from any transfer tax, stamp tax or similar tax, or deposit under any applicable bulk sales statute.

Nothing herein or contemplated hereby constitutes, or will be deemed to constitute or otherwise result in, the consent or approval of any Agent or any Lender to any Sale, any Sale Order or any Bid, or to any agreement or motion or other pleading relating thereto, or the waiver or modification of any of the terms of, or any rights under, any existing agreement, instrument or document, including, without limitation, any Postpetition Document (as defined in the DIP Financing Order), or any default arising thereunder or relating thereto. Any and all rights of such parties to object or otherwise oppose any Sale, Sale Order or Bid, or any agreement or pleading related thereto are hereby expressly preserved and reserved.

XV. Return of Good Faith Deposit

The Good Faith Deposits of all Potential Bidders shall be held in escrow by the Debtors but shall not become property of the Debtors' estates absent further order of the Bankruptcy Court. The Good Faith Deposits of all Potential Bidders shall be retained by the Debtors, notwithstanding Bankruptcy Court approval of the relevant Sale, until three (3) business days after the earlier of (a) the applicable Closing Date(s), or (b) ten (10) days following the Sale Hearing; provided, however, that the Good Faith Deposit of each Next-Highest Bidder shall be retained until three (3) business days after the applicable Closing Date. The Debtors shall retain any Good Faith Deposit submitted by each Successful Bidder. At the closing of a Sale contemplated by a Successful Bid, the applicable Successful Bidder will be entitled to a credit for the amount of its Good Faith Deposit to the extent such a deposit was provided.

Notwithstanding anything hereto, the Good Faith Deposits of the Stalking Horse Bidders shall be governed by the respective terms of the Stalking Horse Agreements.

If a Successful Bidder (or, if the Sale is to be closed with a Next-Highest Bidder, then the Next-Highest Bidder) fails to consummate the Sale because of a breach or failure to perform on the part of such bidder, then, subject to the terms of the Purchase Agreement or the Stalking Horse APA, as applicable (and as such agreements may be amended or modified at the Auction), the Debtors and their estates shall be entitled to retain the Good Faith Deposit of such Successful Bidder (or, if the Sale is to be closed with the Next-Highest Bidder, then such Next-Highest Bidder) as part of the damages resulting to the Debtors and their estates for such breach or failure to perform.

XVI. Reservation of Rights and Modifications

Notwithstanding any of the foregoing, the Debtors and their estates, in consultation with the Consultation Parties, and in the exercise of their fiduciary obligations, reserve the right to modify these Bidding Procedures or impose, at or prior to the Auction, additional customary terms and conditions on the sale of the Assets in any manner that is not inconsistent with the Stalking Horse APAs or the order approving these Bidding Procedures and that will best promote the goals of the bidding process, including, without limitation, to extend the deadlines set forth herein, modify bidding increments, waive terms and conditions set forth herein with respect to any or all Potential Bidders (including, without limitation, the Bid Requirements), impose additional terms and conditions with respect to any or all potential bidders, adjourn, postpone, close, re-open following closure, or cancel the Auction at or prior to the Auction, and adjourn or reschedule the Sale Hearing. Notwithstanding the foregoing, the Debtors may not modify the Break-Up Fees or Purchaser Reimbursement Amounts of the Stalking Horse Bidders, and may not modify any rules, procedures, or deadlines (or adopt any new rules, procedures, or deadlines) that would impair in any material respect each of the Stalking Horse Bidders' right to payment of its respective Break-Up Fee or the Purchaser Reimbursement Amount or its right to receive a credit for the aggregate amount of its respective Break-Up Fee and/or Purchaser Reimbursement Amount, in the event any Stalking Horse Bidder submits an Incremental Overbid at any Auction, when bidding during such Auction.

The Debtors shall consult with the Consultation Parties as explicitly provided for in these Bid Procedures; provided, however, that the Debtors shall not consult with any Consultation Party (or its advisors) that submits a Bid or has a Bid submitted on its behalf with respect to the sale of the applicable Assets for so long as such Bid (including any Credit Bid) remains unrevoked, with regard to the Sale.

XVII. Next-Highest Bidder

Notwithstanding any of the foregoing, in the event that a Successful Bidder fails to close a Sale prior to such date as specified in the applicable Purchase Agreement or Sale Order (or such date as may be extended by the Debtors), the Debtors, upon written notice to the Next-Highest Bidder, may designate the applicable Next-Highest Bid as the Successful Bid for the applicable Assets, the Next-Highest Bidder will be deemed to be the Successful Bidder for such Assets, and the Debtors will be authorized, but not directed, to close the Sale to the Next-Highest

Bidder subject to the terms of the Next-Highest Bid without the need for further order of the Bankruptcy Court and without the need for further notice to any interested parties.

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EXHIBIT 2

NewCo Stalking Horse APA

[*Intentionally omitted.*]

EXHIBIT 3

Avalon Stalking Horse APA

ASSET PURCHASE AGREEMENT

by and among

the Sellers set forth on Schedule A

and

Avalon Transportation, LLC or its designee(s)

Dated as of June 11, 2024

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ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this "Agreement") is made as of June 11, 2024 (the "Agreement Date"), by and among the entities set forth on Schedule A hereto (collectively, the "Sellers" and individually each a "Seller"), and Avalon Transportation, LLC, a California limited liability company or its designee(s) (the "Purchaser"). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in Section 1.1.

WHEREAS, Sellers are in the business of providing, among other things, motorcoach services, including motorcoach charters, tours and sightseeing, commuter transportation, airport and casino shuttles, and contract services for municipalities and corporations, throughout the United States (solely with respect to the business operations in connection with the Lenzner, Kerrville, All West, and ACL Atlanta Business Segments, as those terms are defined and described in the First Day Declaration, the "Business");

WHEREAS, on or about June 11, 2024, Sellers, together with certain of their Affiliates and subsidiaries, intend to commence voluntary cases (the "Bankruptcy Case") under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), the date of the commencement of the Bankruptcy Case in the Bankruptcy Court being the "Petition Date";

WHEREAS, Sellers desire to sell, transfer and assign to the Purchaser, all of the Purchased Assets, and the Purchaser desires to purchase, acquire and accept from Sellers all of the Purchased Assets, and assume the Assumed Liabilities, upon the terms and conditions hereinafter set forth;

WHEREAS, the Parties intend to effectuate the transactions contemplated by this Agreement pursuant to sections 105, 363 and 365 of the Bankruptcy Code;

WHEREAS, the Sellers will promptly seek entry by the Bankruptcy Court of the Bidding Procedures Order approving the Bidding Procedures;

WHEREAS, the Parties intend, among other things, that following the execution of this Agreement, the Purchaser will be a "stalking horse bidder" pursuant to the Bidding Procedures for the Purchased Assets;

WHEREAS, in the absence of the Sellers' acceptance of a higher and better bid(s) made in accordance with the Bidding Procedures, the Purchaser will purchase, acquire and accept and the Sellers will sell, transfer and assign all of the Sellers' right, title and interest in and to the Purchased Assets and the Purchaser will assume the Assumed Liabilities, in each case on the terms and subject to the conditions set forth in this Agreement, pursuant to, among other provisions thereof, section 363 of the Bankruptcy Code, free and clear of Encumbrances (except for Permitted Encumbrances), Indebtedness and Liabilities, and in accordance with the Bidding Procedures and subject to entry of the Sale Order by the Bankruptcy Court; and

WHEREAS, the execution and delivery of this Agreement and Sellers' ability to consummate the transactions set forth in this Agreement are subject, among other things, to the entry of the Sale Order.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1
DEFINITIONS

1.1 Definitions. In this Agreement, the following terms have the meanings specified or referred to in this Section 1.1 and shall be equally applicable to both the singular and plural forms.

(a) "Accounts Receivable" means, with respect to the Business, all accounts receivable and other rights to payment generated by the Business prior to the Closing Date and the full benefit of all security for such accounts receivable or rights to payment, including all accounts receivable in respect of goods shipped or products sold or services rendered to customers of the Business prior to the Closing Date, any other miscellaneous accounts receivable of the Business that arose prior to the Closing Date, and any claim, remedy or other right of the Business related to any of the foregoing.

(b) "Action" means any action, arbitration, audit, claim, cause of action, hearing, investigation, litigation, or suit (whether civil, criminal, administrative or investigative) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

(c) "Administrative Agent" means Wells Fargo Bank, National Association, in its capacity as administrative agent and collateral agent for the lenders under the Credit Agreement.

(d) "Affiliate" means, as to any Person, any other Person that directly or indirectly controls, or is under common control with, or is controlled by, such Person. As used in this definition, "control" (including, with its correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of such Person.

(e) "Agreement" has the meaning specified in the preamble.

(f) "Agreement Date" has the meaning specified in the preamble.

(g) "Allocation" has the meaning specified in Section 3.4.

(h) "Alternative Transaction" has the meaning specified in Section 9.1.

(i) "Ancillary Documents" means the Bill of Sale, the Assumption and Assignment Agreement, the Assignment of Trademarks, the Assignment of Domain Names, the Assumption and Assignment of Leases, and each other agreements, documents or instruments (other than this Agreement) executed and delivered by the Parties hereto in connection with the consummation of the transactions contemplated by this Agreement.

(j) "Asset Assignee" has the meaning specified in Section 7.4.

(k) "Assignment of Domain Names" has the meaning specified in Section 3.7(b).

(l) "Assignment of Trademarks" has the meaning specified in Section 3.7(b).

(m) "Assumed Contracts" has the meaning specified in Section 2.1(b).

(n) "Assumed Equipment Leases" has the meaning specified in Section 2.1(j).

(o) "Assumed Liabilities" has the meaning specified in Section 2.3.

(p) "Assumed Leased Real Property" means any Leased Real Property that is the subject of an Assumed Real Property Lease.

(q) "Assumed Real Property Leases" has the meaning specified in Section 2.1(c).

(r) "Assumption and Assignment Agreement" means the Assumption and Assignment Agreement in substantially the form of Exhibit A.

(s) "Assumption and Assignment of Leases" has the meaning specified in Section 3.7(f).

(t) "Assumption Notice" has the meaning specified in the Bidding Procedures Order.

(u) "Auction" has the meaning set forth in the Bidding Procedures.

(v) "Avoidance Actions" means any and all claims for relief of Sellers under chapter 5 of the Bankruptcy Code, other than claims against "Insiders" (as that term is defined in section 101 (31) of the Bankruptcy Code), the Administrative Agent, or DIP Lender.

(w) "Bankruptcy Case" has the meaning specified in the recitals.

(x) "Bankruptcy Code" means title 11 of the United States Code, sections 101-1532.

(y) "Bankruptcy Court" has the meaning specified in the recitals.

(z) "Bidding Procedures" means, collectively, the bidding procedures attached as Exhibit B to the Bidding Procedures Order, together with any such changes thereon or supplements thereto, if any, as shall have been made in accordance with the Bidding Procedures Order.

(aa) "Bidding Procedures Order" means the Order Pursuant to 11 U.S.C. §§ 105(a), 363 and 365 and Fed. R. Bankr. P. 2002, 6004, 6006 and 9014 Approving (I) Bidding Procedures, (II) Form and Manner of Sale Notices, and (III) Sale Hearing Date, a form of which is attached hereto as Exhibit B.

(bb) "Bid Protections" has the meaning set forth in Section 9.5.

(cc) "Bill of Sale" means a Bill of Sale in substantially the form attached hereto as Exhibit C.

(dd) "Break-Up Fee" has the meaning set forth in Section 9.5.

(ee) "Business" has the meaning specified in the recitals.

(ff) "Business Day" means any day of the year on which banking institutions in New York, New York are open to the public for conducting business and are not required or authorized to close

(gg) "Cash and Cash Equivalents" means all Sellers' cash (including petty cash and checks received or in transit, including all checks and drafts that have been submitted, posted or deposited, prior to the close of business on the Closing Date), checking account balances, marketable securities, certificates of deposits, time deposits, bankers' acceptances, commercial paper and government securities and other cash equivalents.

(hh) "Cash Amount" has the meaning specified in Section 3.1(b).

(ii) "Claim" has the meaning given that term in section 101(5) of the Bankruptcy Code.

(jj) "Closing" has the meaning specified in Section 3.5.

(kk) "Closing Date" has the meaning specified in Section 3.5.

(ll) "Code" means the United States Internal Revenue Code of 1986, as amended.

(mm) "Collective Bargaining Agreements" has the meaning specified in Section 4.12.

(nn) "Confidentiality Agreement" means that certain Confidentiality Agreement dated February 13, 2024, by and between Coach USA, Inc. and Purchaser.

(oo) "Contract" means any agreement, contract, obligation, promise, instrument, undertaking or other arrangements (whether written or oral), and any amendment thereto, that is legally binding, other than a Lease, to which a Seller is party.

(pp) "Copyrights" means all United States and foreign copyrights and copyrightable subject matter, whether registered or unregistered, including all United States

copyright registrations and applications for registration and foreign equivalents, all moral rights, all common-law copyright rights, and all rights to register and obtain renewals and extensions of copyright registrations, together with all other copyright rights accruing by reason of any international copyright convention.

(qq) "Credit Agreement" means the Credit Agreement, dated as of April 16. 2019, among Project Kenwood Acquisition, LLC as the borrower, certain other borrowers party thereto, the lenders from time to time party thereto and the Administrative Agent (as amended, modified or supplemented from time to time in accordance therewith).

(rr) "Cure Costs" has the meaning specified in Section 2.5(a).

(ss) "Cure Costs Cap" means $53,800 in the aggregate for all Cure Costs applicable to the Purchaser.

(tt) "Customer Contracts" means any Contracts between any of the Sellers and its customers, charter companies or travel agents to provide motorcoach services, including motorcoach charters, tours and sightseeing, commuter transportation, airport and casino shuttles, and contract services for municipalities and corporations, each as part of the Business and for which the service has not been performed prior to the Closing Date.

(uu) "DIP Agent" means Wells Fargo, National Association, in its capacity as administrative agent and collateral agent for the DIP Lenders.

(vv) "DIP Credit Agreement" means that certain Debtor-in-Possession Credit Agreement, dated as of June 11, 2024, among the debtors in the Bankruptcy Case, the lenders from time-to-time party thereto, and the DIP Agent (as may be amended, modified or supplemented from time to time in accordance therewith).

(ww) "DIP Lender" means the lenders from time-to-time party to the DIP Credit Agreement.

(xx) "Documents" means all books, records (including, without limitation, vehicle maintenance records), files, invoices, inventory records, product specifications, advertising materials, customer lists, cost and pricing information, supplier lists, business plans, catalogs, customer literature, quality control records and manuals, research and development files, correspondence, data, records and laboratory books and credit records of customers (including all data and other information in electronic form, or otherwise stored on discs, tapes or other media) to the extent used in or to the extent relating to the Purchased Assets.

(yy) "Domain Names" means any alphanumeric designation registered with or assigned by a domain name registrar, registry or domain name registration authority as part of an electronic address on the Internet

(zz) "Eligible Employee" has the meaning specified in Section 7.2(b).

(aaa) "Employee PTO" has the meaning specified in Section 2.3(d).

(bbb) "Encumbrance" means any interest, charge, lien, Claim, mortgage, lease, sublease, license or use and occupancy rights or agreement, hypothecation, deed of trust, pledge, security interest, option, right of use, first offer or first refusal, easement, servitude, restrictive covenant, encroachment, survey exception, reciprocal easement, or other similar restriction or encumbrance of any kind.

(ccc) "Environmental Laws" means any Legal Requirement or agreement with any Governmental Authority (i) relating to pollution (or the cleanup thereof or the filing of information with respect thereto), human health or the protection of air, surface water, ground water, drinking water supply, land (including land surface or subsurface), plant and animal life or any other natural resource, or (ii) concerning exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production or disposal of Regulated Substances, in each case as amended and as now or hereafter in effect. The term "Environmental Laws" includes any common law or equitable doctrine (including injunctive relief and tort doctrines such as negligence, nuisance, trespass and strict liability) that may impose liability or obligations for injuries or damages due to or threatened as a result of the presence of, exposure to, or ingestion of, any Regulated Substance.

(ddd) "Environment Material Adverse Effect" means, with respect to the Purchased Owned Real Property and any Assumed Leased Real Property, that there has been or is a Release of any Regulated Substances in violation of the Environmental Laws on or affecting the Purchased Owned Real Property or any Assumed Leased Real Property, which (i) has not been fully remediated in accordance with the Environmental Laws as approved by a Governmental Authority, and (ii) imposes a liability not covered by insurance or in excess of insurance coverage which (x) materially impacts the fair market value of the Purchased Owned Real Property or (y) obligates or imposes, or Purchaser reasonably determines that it would be reasonably likely to obligate or impose, Liability on the title holder of the Purchased Owned Real Property or the tenant under the Assumed Real Property Lease for the Assumed Leased Real Property to incur material cost and expense to remediate such Purchased Owned Real Property or Assumed Leased Real Property so that it is in compliance with Environmental Laws.

(eee) "Equipment" means all furniture, fixtures, equipment, computers, printers, computer disks and software, machinery, tools, apparatus, appliances, Inventory, signage, supplies, vehicles, forklifts, vehicle lifts, fuel and oil storage containers and pumps (including the contents thereof) and all other tangible personal property of every kind and description.

(fff) "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

(ggg) "ERISA Affiliate" means any Person that would be considered a single employer with a Seller under Sections 414(b), (c), (m) or (o) of the Code.

(hhh) "Escrow Account" has the meaning specified in Section 3.3.

(iii) "Escrow Holder" has the meaning specified in Section 3.3.

(jjj) "Excess Cure Costs" has the meaning specified in Section 3.1(g).

(kkk) "Excess Employee PTO" has the meaning specified in Section 3.1(h).

(lll) "Excluded Assets" has the meaning specified in Section 2.2.

(mmm) "Excluded Contracts" has the meaning specified in Section 2.2(d).

(nnn) "Excluded Leases" has the meaning specified in Section 2.2(e).

(ooo) "Excluded Liabilities" has the meaning specified in Section 2.4.

(ppp) "Expense Reimbursement" has the meaning specified in Section 9.5.

(qqq) "Filing" has the meaning specified in the recitals.

(rrr) "Final Order" means an action taken or Order issued by the applicable Governmental Authority as to which: (i) no request for stay of the action or Order is pending, no such stay is in effect, and, if any deadline for filing any such request is designated by Legal Requirement, it is passed, including any extensions thereof; (ii) no petition for rehearing or reconsideration of the action or Order, or protest of any kind, is pending before the Governmental Authority and the time for filing any such petition or protest is passed; (iii) the Governmental Authority does not have the action or Order under reconsideration or review on its own motion and the time for such reconsideration or review has passed; and (iv) the action or Order is not then under judicial review, there is no notice of appeal or other application for judicial review pending, and the deadline for filing such notice of appeal or other application for judicial review has passed, including any extensions thereof.

(sss) "First Day Declaration" means the *Declaration of Spencer Ware in Support of the Debtors' Chapter 11 Petitions and Requests for First Day Relief* filed in the Sellers' Bankruptcy Case.

(ttt) "Fraud" means actual, intentional, willful or knowing fraud under Delaware Law (and not solely a constructive fraud, equitable fraud or negligent misrepresentation or omission, or any form of fraud based on recklessness or negligence) by or on behalf of a party to this Agreement in the making of a representation or warranty set forth in this Agreement or in any certificate delivered pursuant to Section 8.2 of this Agreement at the Closing.

(uuu) "Good Faith Deposit" has the meaning specified in Section 3.3.

(vvv) "Governmental Authority" means any federal, state, local or foreign governmental entity or any subdivision, agency, instrumentality, authority, department, commission, board, bureau, official or other regulatory, administrative or judicial authority thereof or any federal, state, local or foreign court, tribunal or arbitrator or any self-regulatory organization, agency or commission. Governmental Authority shall include the Bankruptcy Court.

(www) "Governmental Consents" has the meaning specified in Section 4.5.

(xxx) "Hired Employees" means those Sellers' Employees who accept the Purchaser's offer of employment and commence working for the Purchaser on the Closing Date.

(yyy) "Improvements" means the buildings, plants, structures, fixtures, systems, facilities, infrastructure and other improvements affixed or appurtenant to real property.

(zzz) "Indebtedness" of any Person means, without duplication, (i) the principal of and premium (if any) in respect of (A) indebtedness of such Person for borrowed money and (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable; (ii) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding trade accounts payable and other accrued current liabilities arising in the Ordinary Course of Business (other than the current liability portion of any indebtedness for borrowed money)); (iii) all obligations of such Person under leases required to be capitalized in accordance with generally accepted accounting principles in the United States; (iv) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction; (v) all obligations of such Person under interest rate or currency swap transactions (valued at the termination value thereof); (vi) all obligations with respect to any factoring programs of a Seller; (vii) all obligations secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any lien on property owned or acquired by each Seller, whether or not the obligations secured thereby have been assumed; (viii) all obligations of each Seller to purchase or otherwise pay for merchandise, materials, supplies, services or other property under an arrangement which provides that payment for such merchandise, materials, supplies, services or other property shall be made regardless of whether delivery of such merchandise, materials, supplies, services or other property is ever made or tendered; and (ix) all obligations of the type referred to in clauses (i) through (viii) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations.

(aaaa) "Intellectual Property" means all intellectual property rights of any kind owned, used, held for use, or licensed (as licensor or licensee) by a Seller and used solely and exclusively in connection with the operation of the Business, including all Software, Copyrights, Patents, Trademarks, Trade Secrets, Domain Names, customer contact and supplier lists and agreements, rights related to any websites, marketing materials, and all other information as to sources of supply and relationships with suppliers and customers, including rights to the associated logos and names, all rights to privacy and personal information, and all rights and remedies related thereto (including the right to sue for and recover damages, profits and any other remedy in connection therewith) for past, present or future infringement, misappropriation or other violation relating to any of the foregoing.

(bbbb) "Inventory" means inventory, spare parts, stocks of diesel fuel and other gasoline products.

(cccc) "IRS" means the United States Internal Revenue Service.

(dddd) "Leased Real Property" means the leased real property listed or described on Schedule 4.6(b), including any Improvements to such Leased Real Property.

(eeee) "Leases" means leases with respect to the Leased Real Property.

(ffff) "Legal Requirement" means any federal, state, provincial, local, municipal, foreign, international, multinational, or other administrative Order, constitution, law, principle of common law, regulation, statute or treaty.

(gggg) "Liability" means any debt, loss, Claim, damage, demand, fine, judgment, penalty, liability or obligation (whether direct or indirect, known or unknown, absolute or contingent, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability, successor liability or otherwise), and including any liabilities under Environmental Laws and all costs and expenses relating thereto (including fees, discounts and expenses of legal counsel, experts, engineers and consultants and costs of investigations).

(hhhh) "Material Adverse Effect" means any fact, event, development, circumstance, occurrence or effect (collectively, "Effect") (i) that has a material adverse effect on the condition (financial or otherwise), business, assets, properties, liabilities, operations or results of operations of the Business or the Purchased Assets, taken as a whole; provided, however, that none of the following shall be taken into account in determining whether there has been, is, or would reasonably be expected to be a Material Adverse Effect for purposes of this clause (i): (A) changes in general economic or political conditions, (B) changes in Legal Requirements, (C) changes generally affecting the industry in which the Business operates, (D) acts of war, sabotage or terrorism, (E) (1) the commencement of the Bankruptcy Case or the events and conditions related or leading up thereto, (2) the effects that customarily result from the commencement of a case under chapter 11 of the Bankruptcy Code, and (3) any defaults under agreements as a result of the commencement of the Bankruptcy Case that have no effect under the terms of the Bankruptcy Code or where the exercise of remedies as a result of such defaults are stayed under the Bankruptcy Code, (F) any failure by Sellers to meet any internal or published budgets, projections or forecasts (it being understood that the underlying causes of such failure, to the extent not otherwise excluded by other clauses of this definition, may be taken into account in determining the occurrence of a Material Adverse Effect), (G) any action taken (or omitted to be taken) by Sellers (x) that is expressly required by this Agreement or (y) at the express written request of Purchaser, or (H) earthquakes, hurricanes, tsunamis, tornadoes, floods, mudslides, wild fires or other natural disasters, weather conditions, epidemics, pandemics or disease outbreaks and other force majeure events; provided, further, however, that, with respect to clauses (A), (B), (C), (D), and (H), such Effect shall be taken into account in determining whether a Material Adverse Effect has occurred to the extent it has a disproportionate adverse effect on the Business, taken as a whole, relative to other participants in the industries in which the Business operates; or (ii) that prevents or materially impairs or materially delays, or would reasonably be expected to prevent or materially impair or materially delay, the ability of Sellers to consummate the transactions contemplated by this Agreement.

(iiii) "Material Permits" has the meaning specified in Section 4.7(a).

(jjjj) "Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA.

(kkkk) "Next-Highest Bidder" has the meaning set forth in the Bidding Procedures Order.

(llll) "Order" means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Authority.

(mmmm) "Ordinary Course of Business" means, with respect to the Business, the ordinary and usual course of day-to-day operations of the Business (including acts and omissions of the applicable Seller in the ordinary and usual course) through the date hereof, consistent in nature, scope and magnitude with past practice prior to the Petition Date.

(nnnn) "Owned Real Property" means, specifically excluding any Excluded Asset, all real property set forth on Schedule 4.6(a) owned by Sellers solely and exclusively relating to the Business, and all right, title and interest of Sellers therein, together with all of Sellers' right, title and interest in and to the following: (i) all buildings, structures, systems, hereditaments and Improvements located on such real property owned by Sellers; (ii) all Improvements owned by Sellers; and (iii) all easements, if any, in or upon such real property owned by Sellers, licenses and all rights-of-way, beneficial easements, licenses, and other rights, privileges and appurtenances belonging or in any way pertaining to such real property owned by Sellers, in each case solely and exclusively relating to the Business.

(oooo) "Party" or "Parties" means, individually or collectively, the Purchaser and Sellers.

(pppp) "Patents" means United States and foreign patents (including certificates of invention and other patent equivalents), patent applications, provisional applications and patents issuing therefrom, as well as any continuations, continuations-in-part, divisions, extensions, reexaminations, reissues, renewals, patent disclosures, technology, inventions (whether or not patentable or reduced to practice) or improvements thereto.

(qqqq) "PBGC" means Pension Benefit Guaranty Corporation.

(rrrr) "Permits" means all franchises, grants, authorizations, registrations, licenses, permits (including operating permits), easements, variances, exceptions, consents, certificates, approvals, clearances and orders of any Governmental Authority that are necessary for Sellers to own, lease and operate its properties and assets or to carry on the Business as it is now being conducted or as is presently intended to be conducted.

(ssss) "Permitted Access Parties" has the meaning specified in Section 7.7.

(tttt) "Permitted Encumbrances" means (i) Encumbrances that constitute Assumed Liabilities, (ii) statutory liens for current Taxes and assessments (A) not yet due and payable, including liens for ad valorem Taxes and statutory liens not yet due and payable arising other than by reason of any default by a Seller, or (B) being contested in good faith, (iii) easements, covenants, conditions, restrictions and other similar matters of record affecting any Owned Real Property or Leased Real Property, which are not, individually or in the aggregate, materially adverse to the value or operation of the Business or the Purchased Assets or which do not materially interfere with the current operation of any Owned Real Property or Leased Real Property, (iv) any Encumbrance or Claim affecting any Leased Real Property (or the owner, lessor or lessee thereof) that does not individually or in the aggregate interfere in any material respect with the present use of the property subject thereto, (v) the leasehold estate or any sublease, license,

or rights of occupancy in any Leased Real Property subject to an Assumed Real Property Lease where a Seller is lessor, (vi) Legal Requirements now or hereafter in effect relating to Leased Real Property that do not, in the aggregate, materially interfere with the present use of the Leased Real Property subject thereto; provided, that, in each case enumerated in this definition, such Encumbrance shall only be a Permitted Encumbrance if it cannot be satisfied solely through the payment of money or otherwise removed, discharged, released or transferred, as the case may be, pursuant to section 363(f) of the Bankruptcy Code under the Sale Order or otherwise.

(uuuu) "Person" means any individual, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization, Governmental Authority or other entity.

(vvvv) "Petition Date" has the meaning specified in the recitals.

(wwww) "Post-Close Filings" has the meaning specified in Section 7.7.

(xxxx) "Pre-Closing Tax Period" means any taxable period ending on or before the day prior to the Closing Date and the portion of any Straddle Period through the end of the day prior to the Closing Date.

(yyyy) "Prepayments/Deposits" means prepayments, advanced payments or deposits collected by Sellers from customers, charter companies or travel agents of the Business with respect to services to be rendered after the Closing Date by Sellers to such customers, charter companies or travel agents.

(zzzz) "Prepayment/Deposits Credit" has the meaning specified in Section 3.1(f).

(aaaaa) "Purchase Price" has the meaning specified in Section 3.1.

(bbbbb) "Purchased Assets" has the meaning specified in Section 2.1.

(ccccc) "Purchased Deposits" means all deposits, advanced payments, security deposits, retainers and prepayments made by Sellers with respect to the Business under an Assumed Contract, Assumed Equipment Leases or Assumed Real Property Lease, including security deposits for rent (including such deposits made by Sellers, as lessee, or to Sellers, as lessor, in connection with the Assumed Real Property Leases), deposits made with respect to vehicle operating leases to the extent related to the Purchased Assets (pro-rated for the actual number of vehicles purchased) and prepaid charges and expenses of, and advance payments made by, Sellers, with respect to the Business, other than the Utility Escrow and any deposits or prepaid charges and expenses paid in connection with or relating primarily to any Excluded Assets or any Excluded Liability. For the avoidance of doubt, Purchased Deposits includes only those deposits and payments made pursuant to an Assumed Contract, Assumed Equipment Leases or Assumed Real Property Lease.

(ddddd) "Purchased Owned Real Property" has the meaning specified in Section 2.1(t).

(eeeee) "Purchased Vehicles" has the meaning specified in Section 2.1(q).

(fffff) "Purchaser" has the meaning specified in the preamble.

(ggggg) "Regulated Substances" means pollutants, contaminants, hazardous or toxic substances, compounds or related materials or chemicals, hazardous materials, hazardous waste, flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum products (including waste petroleum and petroleum products) as regulated under applicable Environmental Laws.

(hhhhh) "Release" means any release, spill, emission, discharge, leaking, pumping, injection, deposit, disposal, dispersal, leaching or migration into the indoor or outdoor environment (including ambient air, surface water, groundwater and surface or subsurface strata) or into or out of any property, including the movement of Regulated Substances through or in the air, soil, surface water, groundwater or property.

(iiiii) "Representative" means with respect to a particular Person, any duly authorized director, officer, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants and financial advisors.

(jjjjj) "Sale Motion" means the motion, pleading or other filing of the Sellers seeking entry of the Bidding Procedures Order and the Sale Order.

(kkkkk) "Sale Order" means an Order of the Bankruptcy Court in substantially the form attached hereto as Exhibit D (with such other changes as may be mutually reasonably acceptable to the Parties), pursuant to, inter alia, sections 105, 363 and 365 of the Bankruptcy Code (i) authorizing and approving, *inter alia*, the sale of the Purchased Assets to the Purchaser on the terms and conditions set forth herein free and clear of all Liabilities, Indebtedness and Encumbrances (other than Permitted Encumbrances), the assumption and assignment of the Assumed Liabilities, and the assumption and assignment of the Assumed Contracts, Assumed Equipment Leases and Assumed Real Property Leases to the Purchaser and (ii) containing certain findings of facts, including a finding that the Purchaser is a good faith purchaser pursuant to section 363(m) of the Bankruptcy Code.

(lllll) "Savings Plan" has the meaning specified in Section 7.2(d)(iii).

(mmmmm)"Schedules" means the disclosure schedules attached hereto that Sellers have prepared and delivered to the Purchaser pursuant to the terms of this Agreement, setting forth information regarding the Business, the Purchased Assets, the Assumed Liabilities and other matters with respect to the Seller Entities as set forth therein.

(nnnnn) "Seller Employees" means the active employees of Sellers employed as of the Closing Date for the Business in accordance with the terms hereof and working at either the Owned Real Property or a Leased Real Property listed on Schedule 1.2, excluding (i) persons hired to perform central or shared functions, (ii) officers, and (iii) inactive employees who are on leave or disability.

(ooooo) "Seller Plan" means (i) all "employee benefit plans" (as defined in Section 3(3) of ERISA), including all employee benefit plans that are "pension plans" (as defined in Section 3(2) of ERISA) and all employee benefit plans that are 'welfare benefit plans' (as defined in Section 3(1) of ERISA) and any other employee benefit or compensation arrangements or payroll practices (including severance pay, vacation pay, company awards, salary continuation for disability, sick leave, death benefit, hospitalization, welfare benefit, group or individual health, dental, medical, life, insurance, survivor benefit, deferred compensation, profit sharing, retirement, retiree medical, supplemental retirement, bonus or other incentive compensation, stock or other equity compensation plans, arrangements or policies) of Sellers and (ii) all employment, termination, bonus, severance, change in control or other similar contracts, agreements or arrangements, in each case to which a Seller is a party, with respect to which any Seller has any Liability, that are maintained by a Seller, or to which a Seller contributes or is obligated to contribute with respect to its current or former directors, officers, consultants and employees, in each case that covers one or more Seller Employees.

(ppppp) "Sellers" has the meaning specified in the preamble.

(qqqqq) "Software" means all computer software programs (whether in source code, object code, or other form) and systems, databases and platforms owned, licensed or used by Sellers, including all databases, compilations, tool sets, compilers, higher level or "proprietary" languages, related documentation, technical manuals and materials, and any licenses to use or other rights relating to the foregoing.

(rrrrr) "Straddle Period" means any taxable period that includes but does not end on the day prior to the Closing Date.

(sssss) "Tax" or "Taxes" (and with correlative meaning, "Taxable" and "Taxing") means any federal, state, local, foreign or other income, alternative, minimum, alternative minimum, add-on minimum, franchise, capital stock, net worth, capital, profits, intangibles, inventory, windfall profits, gross receipts, value added, sales, use, goods and services, excise, customs duties, transfer, conveyance, mortgage, registration, stamp, documentary, recording, premium, severance, environmental, natural resources, real property, personal property, ad valorem, intangibles, rent, occupancy, license, occupational, employment, unemployment insurance, social security, disability, workers' compensation, payroll, health care, withholding, estimated or other similar taxes, duty, levy or other governmental charge or assessment or deficiencies thereof (including all interest, penalties and fines thereon and additions thereto whether disputed or not).

(ttttt) "Tax Return" means any return, report or similar statement required to be filed with respect to any Taxes (including any attached schedules), including any information return, claim for refund, amended return or declaration of estimated Tax including any combined, consolidated or unitary returns of any group of entities.

(uuuuu) "Trademarks" means United States, state and foreign trademarks, service marks, logos, slogans, trade dress and trade names (including all assumed or fictitious names under which the Business is conducted), and any other indicia of source of goods and services, designs and logotypes related to the above, in any and all forms, whether registered or

unregistered, and registrations and pending applications to register the foregoing (including intent to use applications), and all goodwill related to or symbolized by the foregoing.

(vvvvv) "Trade Secrets" means confidential or proprietary information and trade secrets (including ideas, research and development, know-how, formulae, compositions, processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals).

(wwwww) "Transfer Taxes" has the meaning specified in Section 7.1(b).

(xxxxx) "Transportation Laws" means all U.S. and non-U.S. Legal Requirements intended to prohibit, restrict or regulate actions and activities of motor passenger carriers.

(yyyyy) "Union" has the meaning specific in Section 4.12.

(zzzzz) "United States" and "U.S." mean the United States of America.

(aaaaaa) "Utility Escrow" means the adequate assurance deposit made by Sellers in connection with the continued provision of post-petition utility services pursuant to an order of the Bankruptcy Court filed after the Petition Date.

(bbbbbb) "Vehicles" means all motor vehicles, buses, motor coaches, vans, trucks and other rolling stock and all assignable warranties related thereto.

(cccccc) "Waived Avoidance Actions" means Avoidance Actions against (i) the holder of a trade payable incurred in connection with the Business, (ii) a vendor or other creditor who received a payment within the ninety (90) days prior to the Petition Date from a Seller on a trade payable incurred in connection with the Business or (iii) the counterparty to an Assumed Contract, Assumed Equipment Leases or Assumed Real Property Leases.

(dddddd) "WARN" means the Worker Adjustment and Retraining Notification Act of 1988, as amended or any similar state or local law.

1.2 Other Definitional and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(ii) Dollars. Any reference in this Agreement to $ shall mean U.S. dollars.

(iii) Exhibits/Schedules. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. All Exhibits and Schedules are subject to the mutual agreement of the Parties at the time of execution of this Agreement by all of the Parties, except as otherwise provided in Sections 2.1(b) and 2.1(c). Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(iv) Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only, shall include the plural and vice versa.

(v) Headings. The provision of a Table of Contents, the division of this Agreement into Sections, subsections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

(vi) Herein. The words such as "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(vii) Including. The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(b) No Strict Construction. The Parties participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

SECTION 2
PURCHASE AND SALE

2.1 Purchased Assets. Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, each Seller shall sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to the Purchaser, and the Purchaser shall purchase, free and clear of all Liabilities, Indebtedness and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances), all right, title and interest in, to or under all of the following properties, Owned Real Property, contractual rights, rights, Claims and assets of such Seller (other than the Excluded Assets) of every kind and description, wherever located, real, personal or mixed, tangible or intangible, owned, leased, licensed, used or held for use in or relating to the Business (herein collectively called the "Purchased Assets"):

(a) all Equipment set forth on Schedule 2.1(a), and all additional Equipment owned (or leased under an Assumed Equipment Lease set forth on Schedule 2.1(j)) by a Seller, used in connection with the Business occurring, being conducted on or out of or arising from the Purchased Owned Real Property or Assumed Leased Real Property or the Purchased Assets or

otherwise located on (i) the Purchased Owned Real Property, and/or (ii) the Assumed Leased Real Property set forth on Schedule 2.1(c); but excluding any Equipment designated as an Excluded Asset by the Purchaser on Schedule 2.1(a);

(b) all Customer Contracts and all other Contracts listed or described on Schedule 2.1(b), under the heading "Contracts Being Assumed" (the "Assumed Contracts"); provided, however, that (i) the Assumption Notice may not be sent without prior written notice to the Purchaser, and (ii) the Purchaser, in its absolute discretion and prior to the sending of the Assumption Notice, may add any Contracts to Schedule 2.1(b) or redesignate any Contracts from under the heading "Contracts Being Rejected" to under the heading "Contracts Being Assumed" in accordance with the Bidding Procedures Order; provided, further, however, if the Purchaser adds or redesignates any such Contracts, the Purchaser shall pay the Cure Costs related to any such added or redesignated Contracts, not to exceed the Cure Costs Cap;

(c) all Leases, and rights thereunder, listed under the heading "Leases Being Assumed" on Schedule 2.1(c) (such Leases, the "Assumed Real Property Leases"); provided, however, that (i) the Assumption Notice may not be sent without prior written notice to the Purchaser, and (ii) the Purchaser, in its absolute discretion and prior to the sending of the Assumption Notice, may add any Leases of Leased Real Property to Schedule 2.1(c) or redesignate any Leases of Leased Real Property from under the heading "Leases Being Rejected" to under the heading "Leases Being Assumed" in accordance with the Bidding Procedures Order; provided, further, however, if the Purchaser adds or redesignates any such Leases, the Purchaser shall pay the Cure Costs related to any such added or redesignated Leases, not to exceed the Cure Costs Cap;

(d) the Permits set forth on Schedule 2.1(d) and pending applications therefor, in each case to the extent assignable or transferable;

(e) the Intellectual Property set forth on Schedule 2.1(e) (including all goodwill associated therewith) and related rights and property, including but not limited to all related manuals and documentation;

(f) all Documents of such Seller with respect to the Business occurring, being conducted on or out of or arising from the Purchased Owned Real Property or Assumed Leased Real Property or the Purchased Assets, except those (i) relating solely to any Excluded Asset or Excluded Liability; or (ii) relating to employees of such Seller who are not Hired Employees or (iii) containing any personally identifiable information except for such Documents identified on Schedule 2.1(f);

(g) all telephone, telex and telephone facsimile numbers and other directory listings set forth on Schedule 2.1(g), to the extent assignable and the right to receive and retain such Sellers' mail and other communications;

(h) all Prepayments/Deposits and all Purchased Deposits set forth on Schedule 2.1(h);

(i) insurance claims, proceeds and insurance awards but only with respect to insurance claims, proceeds and insurance awards paid or due on account of (a) physical damage

to real or personal property that is to be sold or transferred to Purchaser as a Purchased Asset, and then only to the extent that such physical damage arises prior to or on the Closing Date and remains unrepaired on the Closing Date or (b) a Permitted Encumbrance or Assumed Liability;

(j) the operating and capitalized equipment leases listed or described on Schedule 2.1(j) (the "Assumed Equipment Leases");

(k) any rights, claims (including, without limitation, commercial, tort, contractual and insurance-related), credits, refunds, causes of action, choses in action, rights of recovery and rights of setoff of such Seller against third parties arising out of events occurring prior to the Closing Date with respect to the Business occurring, being conducted on or out of or arising from the Purchased Owned Real Property or Assumed Leased Real Property or the Purchased Assets, including and, for the avoidance of doubt, arising out of events occurring prior to the Petition Date, and including any rights under or pursuant to any and all warranties, representations and guarantees made by suppliers, manufacturers and contractors relating to products sold, or services provided, to such Seller excluding only the rights, claims, refunds, causes of action, chooses in action, rights of recovery and rights of setoff that are identified as Excluded Assets in Section 2.2;

(l) all goodwill and other intangible assets with respect to the Business occurring, being conducted on or out of or arising from the Purchased Owned Real Property or Assumed Leased Real Property or the Purchased Assets;

(m) any proprietary rights with respect to the Business occurring, being conducted on or out of or arising from the Purchased Owned Real Property or Assumed Leased Real Property or the Purchased Assets in Internet protocol addresses, ideas, concepts, methods, processes, formulae, models, methodologies, algorithms, reports, data, customer lists, mailing lists, business plans, market surveys, market research studies, websites, information contained on drawings and other documents, information relating to research, development or testing, and documentation and media constituting, describing or relating to the Intellectual Property, including memoranda, manuals, technical specifications and other records wherever created throughout the world, but excluding (i) reports of accountants, investment bankers, crisis managers, turnaround consultants and financial advisors or consultants, and (ii) and all data that constitutes personally identifiable information;

(n) the Waived Avoidance Actions; provided, that such Waived Avoidance Actions shall be waived and released by Sellers as of Closing Date;

(o) all advertising, marketing and promotional materials, studies, reports and all other printed or written materials;

(p) all rights of such Seller under non-disclosure or confidentiality, non-disparagement, non-compete, or non-solicitation agreements with the Hired Employees or any employees of such Seller terminated within twelve (12) months prior to the Closing Date, or with any agents of such Seller or with third parties;

(q) the Vehicles (including all contract rights, tires, tire rims, tires parts, service equipment, supplies and other personal property related thereto) listed on Schedule 2.1(q) (the "Purchased Vehicles");

(r) the additional assets, properties, privileges, rights (including prepaid expenses) and interests of such Seller solely and exclusively relating to the Business occurring, being conducted on or out of or arising from the Purchased Owned Real Property or Assumed Leased Real Property or the Purchased Assets of every kind and description and wherever located, whether known or unknown, fixed or unfixed, accrued, absolute, contingent or otherwise, in each case that is listed on Schedule 2.1(r) provided, however, none of the Parties hereto intends that the Purchaser, or any of its Affiliates, shall be deemed to be a successor to Sellers with respect to any Purchased Assets;

(s) the Inventory relating to the Business occurring, being conducted on or out of or arising from the Purchased Owned Real Property or Assumed Leased Real Property or the Purchased Assets; and

(t) the Owned Real Property more fully described on Schedule 4.6(a) (the "Purchased Owned Real Property").

2.2 Excluded Assets. Nothing herein contained shall be deemed to sell, transfer, assign or convey the Excluded Assets to the Purchaser, and Sellers shall retain all right, title and interest to, in and under the Excluded Assets. For all purposes of and under this Agreement, the term "Excluded Assets" shall mean:

(a) all Cash and Cash Equivalents (other than Prepayments/Deposits), Accounts Receivable and Claims between the Sellers;

(b) all shares of capital stock or other equity interest of any Seller or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interest of any Seller;

(c) all minute books, stock ledgers, corporate seals and stock certificates of Sellers;

(d) any Contracts listed under the heading "Contracts Being Rejected" on Schedule 2.1(b) or any Contracts not listed or described under the heading "Contracts Being Assumed" on Schedule 2.1(b) (the "Excluded Contracts"), and all expenses and obligations arising under Excluded Contracts;

(e) all Leases of Leased Real Property, and rights thereunder, listed under the heading "Leases Being Rejected" on Schedules 2.1(c) or any Leases of Leased Real Property not listed or described under the heading "Leases Being Assumed" on Schedules 2.1(c) (the "Excluded Leases"), and all expenses and obligations arising under Excluded Leases;

(f) any rights, claims or causes of action of Sellers (i) under this Agreement or the Ancillary Documents, including all right, title and interest to the Cash Amount or (ii) against

"Insiders" as that term is defined in section 101 (31) of the Bankruptcy Code or the Administrative Agent or DIP Lender;

(g) all receivables, claims or causes of action related to any Excluded Asset;

(h) all insurance policies of Sellers and all rights under any insurance policies, except as provided by Section 2.1(i) of this Agreement;

(i) the Avoidance Actions other than Waived Avoidance Actions;

(j) all Documents relating solely to an Excluded Asset or an Excluded Liability;

(k) Tax Returns and tax-related records of each Seller, any and all Claims, rights, or interests of Sellers in or with respect to any refund, rebate, abatement (or other recovery for Taxes), or any other Tax asset with respect to the Business or the Purchased Assets, together with any interest due thereon or penalty rebate arising therefrom, for any Pre-Closing Tax Period (or portion thereof);

(l) the Utility Escrow; and

(m) all other assets of Sellers as set forth on Schedule 2.2(m).

2.3 Assumed Liabilities. Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, the Purchaser shall execute and deliver to Sellers the Assumption and Assignment Agreement pursuant to which the Purchaser shall assume and agree to discharge, when due (in accordance with its respective terms and subject to the respective conditions thereof, or as otherwise agreed to between the holder of such liability and the Purchaser), only the following Liabilities (without duplication) (collectively, the "Assumed Liabilities") and no others:

(a) subject to Section 2.5(a), any and all Liabilities relating to or arising under the Assumed Contracts, Assumed Equipment Leases and the Assumed Real Property Leases applicable to the Purchaser, to be performed by the Purchaser after the Closing Date or arising after the Closing Date;

(b) all other Liabilities arising out of the conduct of the Business occurring, being conducted on or out of or arising from the Purchased Owned Real Property or Assumed Leased Real Property or the Purchased Assets or ownership of the Purchaser's Purchased Assets to be performed after the Closing Date or arising after the Closing Date, but only to the extent the Liabilities arise or accrue after the Closing Date from the post-Closing Date conduct of the Business by the Purchaser;

(c) all Cure Costs;

(d) accrued paid-time-off and vacation pay owed to Sellers' Employees who are offered employment by the Purchaser and accept such employment on the terms offered by the Purchaser as set forth in Section 7.2 (collectively, "Employee PTO");

(e) all Taxes for which Purchaser is liable pursuant to this Agreement;

(f) all obligations of Sellers with respect to Prepayments/Deposits outstanding as of the Closing Date but solely to the extent that such Prepayments/Deposits have been either (i) turned over to the Purchaser at the Closing, or (ii) credited against the Purchase Price. A list of the Prepayments/Deposits is set forth on Schedule 2.3(f).

2.4 Excluded Liabilities. Notwithstanding any provision in this Agreement to the contrary, other than the Assumed Liabilities, the Purchaser shall not assume and shall not be obligated to assume or be obligated to pay, perform or otherwise discharge any Liability of Sellers, and Sellers shall be solely and exclusively liable with respect to all Liabilities of Sellers (collectively the "Excluded Liabilities"). For the avoidance of doubt, the Excluded Liabilities with respect to Sellers include, but are not limited to, the following:

(a) any Liability of any Seller which is not an Assumed Liability

(b) any Liability of Sellers, arising out of, or relating to, this Agreement or the transactions contemplated by this Agreement, whether incurred prior to, at or subsequent to the Closing Date, including all finder's or broker's fees and expenses and any and all fees and expenses of any Representatives of Seller;

(c) any Liability related to any Action;

(d) any Liability (i) for any real property taxes, personal property taxes, and other ad valorem taxes with respect to the Purchased Assets for any Pre-Closing Tax Period and the pre-Closing portion of any Straddle Period (determined in accordance with Section 7.1(a)) and (ii) any other Taxes of Sellers, in each case except as provided in Section 7.1(b);

(e) any Liability incurred by Sellers or their respective directors, officers, stockholders, agents or employees (acting in such capacities) after the Closing Date and then only to the extent not an Assumed Liability;

(f) any Liability of Sellers to any Person on account of any Action that arose, and relates to facts, circumstances or events that existed or occurred, solely and exclusively before the Closing and then only to the extent not an Assumed Liability, and further including any claims based on successor liability under any applicable Legal Requirement;

(g) any Liability relating to or arising out of the ownership or operation of an Excluded Asset;

(h) all checks and drafts that have been written or submitted by any Seller prior to the close of business on the Closing Date but have not yet cleared;

(i) any Liability of Sellers under any Indebtedness, including Indebtedness under the Credit Agreement and the DIP Credit Agreement, any Indebtedness owed to any stockholder or other Affiliate of any Seller, and any Contract evidencing any such financing arrangement;

(j) the obligation to pay the amounts owed (and no other Liabilities) for goods or services received by any Seller in the Ordinary Course of Business in respect of any trade and vendor accounts payable arising after the Petition Date, other than any such Liabilities that are Assumed Liabilities;

(k) any Liability to current or former employees of Seller, including any Liability under WARN or under any key employee retention plan or key employee incentive plan implemented by the Sellers or approved by the Bankruptcy Court, except to the extent of Employee PTO expressly assumed by Purchaser herein; and

(l) other than as specifically set forth herein, fees or expenses of Sellers incurred with respect to the transactions contemplated herein.

2.5 Assignments; Cure Amounts.

(a) Sellers shall transfer and assign all Assumed Contracts, Assumed Equipment Leases and Assumed Real Property Leases to the Purchaser, and the Purchaser shall assume all Assumed Contracts, Assumed Equipment Leases and Assumed Real Property Leases from Sellers, as of the Closing Date pursuant to section 365 of the Bankruptcy Code and the Sale Order. In connection with such assumption and assignment, the Purchaser shall cure all monetary defaults under such Assumed Contracts, Assumed Equipment Leases and Assumed Real Property Leases to the extent required by section 365(b) of the Bankruptcy Code and any amounts offset, recouped or otherwise credited or agreed to by a counterparty under any Assumed Contract, Assumed Equipment Lease and Assumed Real Property Lease (all such amounts, the "Cure Costs"). For the avoidance of doubt, the Purchaser shall pay all Cure Costs for each Contract or Lease added or redesignated pursuant to the last proviso of Section 2.1(b) or 2.1(c). The Cure Costs for each Assumed Contract, Assumed Equipment Lease and Assumed Real Property Lease as of the date hereof are set forth opposite the name of such Assumed Contract, Assumed Equipment Lease and Assumed Real Property Lease set forth on Schedule 2.5 (which schedule is not intended to be updated in connection with the Closing), and which Cure Costs will be determined and approved by the Bankruptcy Court as part of the Sale Order.

(b) The Sale Order shall provide that as of the Closing, Sellers shall assign to the Purchaser the Assumed Contracts, the Assumed Equipment Leases and the Assumed Real Property Leases. The Assumed Contracts, the Assumed Equipment Leases and the Assumed Real Property Leases shall be identified by the name and date of the Assumed Contracts, the Assumed Equipment Leases and the Assumed Real Property Leases (if available), the other party to the Assumed Contract, Assumed Equipment Lease or Assumed Real Property Lease, as the case may be, and the address of such party for notice purposes, all included on an exhibit attached to either the motion filed in connection with the Sale Order, a motion for authority to assume and assign such Assumed Contracts, Assumed Equipment Leases and Assumed Real Property Leases, or any notice in accordance with the Bidding Procedures Order. Such exhibit or notice shall also (i) set forth the amounts necessary to cure any defaults under each of the Assumed Contracts, Assumed Equipment Leases and Assumed Real Property Leases as determined by the Seller party thereto based on Sellers' books and records or as otherwise determined by the Bankruptcy Court, and (ii) delineate a procedure for transferring to the Purchaser the rights to any Purchased Deposits in the form of cash or letters of credit on deposit with the other party to any Assumed Real Property

Lease. Sellers shall be responsible for due and proper notice to all counterparties to any Assumed Contracts, Assumed Equipment Leases and Assumed Real Property Leases.

(c) In the case of licenses, certificates, approvals, authorizations, Leases, Contracts and other commitments included in the Purchased Assets that cannot be transferred or assigned effectively without the consent of third parties, which consent has not been obtained prior to the Closing (after giving effect to the Sale Order and the Bankruptcy Code), Sellers shall, subject to any approval of the Bankruptcy Court that may be required, cooperate with the Purchaser in endeavoring to obtain such consent and this Agreement shall not operate as an assignment thereof in violation of any such license, certificate, approval, authorization, Lease, Contract or other commitment.

2.6 Further Assurances.

(a) At the Closing, and at all times thereafter as may be necessary, Sellers (as applicable) and the Purchaser shall execute and deliver such other instruments of transfer as shall be reasonably necessary to vest in the Purchaser title to the Purchased Assets free and clear of all Claims and Encumbrances (other than Permitted Encumbrances), and such other instruments as shall be reasonably necessary to evidence the assignment by Sellers by the Purchaser or its designee of the Assumed Liabilities, including the Assumed Contracts, Assumed Equipment Leases and the Assumed Real Property Leases. Sellers and the Purchaser shall cooperate with one another to execute and deliver such other documents and instruments as may be reasonably required to carry out the transactions contemplated hereby; provided, however, Sellers' compliance with their respective obligations under this Section 2.6(a) shall, in each case, to the extent it is not a document, instrument or other item which Sellers are required to deliver pursuant to Section 3.7 or pursuant to the terms of this Agreement (other than this Section 2.6(a)), be conditioned upon the Purchaser's advancement of any reasonable out-of-pocket expense to be incurred by Sellers in connection therewith. At the Closing, and at all times thereafter as may be necessary, the Purchaser shall reasonably cooperate with Sellers at Sellers' request to facilitate the procurement, possession and return to Sellers of any Excluded Assets, including any equipment subject to an operating or capitalized lease that does not constitute an Assumed Equipment Lease.

(b) At the Closing, and at all times thereafter as may be necessary, Sellers shall, at the reasonable request and expense of the Purchaser, execute, deliver, and file, or cause to be executed, delivered, and filed, such other instruments of conveyance and transfer and take such other actions as the Purchaser may reasonably request, in order to more effectively consummate the transactions contemplated by this Agreement and to vest in the Purchaser good and marketable title to the Intellectual Property included in the Purchased Assets, including executing, filing, and recording, with all appropriate intellectual property registration authorities and other relevant entities, all assignment instruments and other filings that are necessary to correctly record the prior chain of title with respect to ownership of the Intellectual Property included in the Purchased Assets.

(c) Between the date hereof and the Closing Date, Sellers shall use reasonable best efforts to obtain a transition services agreement, for the benefit of and on terms reasonably acceptable to Sellers and Purchaser, with any other purchaser of Excluded Assets that acquires the software and electronic business records and data used in connection with or needed

to operate the Business to address the issues of (i) Purchaser receiving access to and the right to copy financial and other books and records that relate to the Purchased Assets, (ii) a mechanism for reconciling the collection of post-Closing accounts receivables that belong to Purchaser or the other purchasers of Excluded Assets and the remission/turnover of such collections (after they become good, available funds) to the correct purchaser; (iii) for a mutually acceptable period of time after the Closing not to (a) extend job offers to any Sellers' Employees hired by another purchaser unless such employee is no longer employed by that purchaser nor (b) directly solicit business from the non-shared and shared customers of the businesses being acquired by the other purchaser in their respective metropolitan area; and (iv) an agreement to maintain and not change the forwarding of the emails listed on Schedule 2.6(c)(iv) hereto or a period of not less than 180 days after Closing.

(d) At or prior to Closing, Sellers shall arrange for (i) its third party vendors to copy all of the current and historical customer-related data related to the Business currently on Distinctive and other software and download such data on to Purchaser's systems, (ii) the emails of the customers of the Business to be removed from the software used for advertisings and blast emails being transferred over to another purchaser and (iii) the emails associated with Business listed on Schedule 2.6(c)(iv) to be automatically forwarded to a new email address to be designated by Purchaser.

SECTION 3
PURCHASE PRICE AND CLOSING

3.1 Purchase Price . Subject to the terms and conditions set forth in this Agreement, the purchase price to be paid (or assumed) by the Purchaser in exchange for the Purchased Assets (the "Purchase Price") shall be the sum of the following:

(a) the amount of the Good Faith Deposit; plus

(b) the "all cash" sum in the amount of $13,352,400 (such amount, the "Cash Amount"); plus

(c) the aggregate amount of the Cure Costs assumed by the Purchaser up to the Cure Costs Cap; plus

(d) the aggregate amount of Employee PTO assumed by the Purchaser up to a maximum of $26,900; plus

(e) the aggregate amount of the Assumed Liabilities; less

(f) the amount of Prepayment/Deposits which Sellers have not paid or turned over to Purchaser at the Closing (the "Prepayment/Deposits Credit"); less

(g) the amount of the Cure Costs assumed by the Purchaser in excess of the Cure Costs Cap (such amount, the "Excess Cure Costs"); less

(h) the amount of Employee PTO assumed by the Purchaser in excess of $26,900 (such amount, the "Excess Employee PTO")

The aggregate Purchase Price shall be reduced by one percent (1.0%) for every thirty (30) day period (or part of a thirty (30) day period) that the Closing occurs after August 19, 2024, for any reason whatsoever.

3.2 Closing Date Payment. At the Closing, the Purchaser shall satisfy the Purchase Price as follows:

(a) the Purchaser shall deliver an amount equal to the Cash Amount as may be adjusted, including any adjustment pursuant to Section 7.1(a), less any Prepayment/Deposits Credit, less any Excess Cure Costs, and less any Excess Employee PTO via wire transfer of immediately available funds to the accounts designated by Sellers;

(b) the Purchaser shall pay directly to the obligees identified on Schedule 2.5 the Cure Costs or has otherwise assumed such Cure Costs applicable to the Purchased Assets; provided, however, that the Purchaser shall only be obligated to pay or assume a Cure Cost if it has assumed the underlying Liability to such obligee under this Agreement; and

(c) with respect to the Assumed Liabilities, the Purchaser shall assume such Assumed Liabilities at the Closing and satisfy such Assumed Liabilities in accordance with their terms.

3.3 Good Faith Deposit. Within three (3) Business Days of the execution and delivery by the Parties of this Agreement, the Purchaser shall deposit into an escrow account (the "Escrow Account") with Young Conaway Stargatt & Taylor, LLP, as escrow agent (the "Escrow Holder") an amount equal to $1,483,600 (the "Good Faith Deposit") in immediately available funds, pursuant to the bid requirements described in the Bidding Procedures. The Good Faith Deposit has been funded by the Purchaser pursuant to the Bidding Procedures. Following the execution of this Agreement by Sellers, the Good Faith Deposit shall become nonrefundable upon the termination of this Agreement by Sellers pursuant to Section 9.1(d) (which such termination right is restricted, as provided below) and shall be refunded to the Purchaser plus any and all interest or income earned thereon upon the termination of this Agreement for any other reason, including under Sections 9.1(a), 9.1(b), (c), (e), (f) or (g). At the Closing, the Good Faith Deposit (and any interest or income accrued thereon) shall be paid over to Sellers and upon such payment, credited and applied toward payment of the Purchase Price and the amount of any such interest or income accrued on the Good Faith Deposit as of the Business Day prior to the Closing Date shall be credited dollar for dollar against the Cash Amount. In the event the Good Faith Deposit becomes nonrefundable as provided herein before the Closing by reason of a termination pursuant to Section 9.1(d), the Escrow Holder shall immediately disburse the Good Faith Deposit and all interest or income accrued thereon to Sellers to be retained by Sellers for their own account. Sellers' retention of the Good Faith Deposit pursuant to the preceding sentence shall constitute liquidated damages for the Purchaser's breach, and, except for the loss of the Good Faith Deposit, the Purchaser shall not have any further liability to Sellers and Sellers shall not have any further remedy against Purchaser. If the transactions contemplated herein terminate in accordance with the termination provisions hereof by any reason other than pursuant to Section 9.1(d) before the

Sale Order is entered by the Bankruptcy Court, the Escrow Holder shall return to the Purchaser the Good Faith Deposit, (together with all income or interest accrued thereon).

3.4 Allocation of Purchase Price. At least ten (10) Business Days prior to the anticipated Closing Date, Purchaser shall deliver to Seller a schedule with an amount to be allocated to the Purchased Owned Real Property in accordance with this Section 3.4. In the event Seller notifies Purchaser that it disagrees with the proposed amount, Purchaser and Seller shall negotiate in good faith to resolve such dispute as promptly as practicable before Closing. For tax reporting purposes only, the Purchase Price, Assumed Liabilities, and all other amounts treated as consideration for applicable tax purposes shall be allocated among the Purchased Assets in a manner mutually agreeable to the Purchaser and Sellers (the "Allocation"). The Allocation shall be done in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder and the principles set forth on Schedule 3.4, and the Purchaser and Sellers shall cooperate in good faith to agree upon the Allocation within one-hundred twenty (120) days of the Closing Date. Neither the Purchaser nor any Seller shall take any position on any Tax Return or with any Governmental Authority that is inconsistent with the Allocation, except as required by law. In the event that any Governmental Authority disputes the Allocation, Sellers or the Purchaser, as the case may be, shall promptly notify the other Party of the nature of such dispute. The Purchaser and Sellers agree to prepare and timely file all applicable IRS forms required in connection with the transactions contemplated by this Agreement, including Form 8594, and other governmental forms, to cooperate with each other in the preparation of such forms and to furnish each other with a copy of such forms prepared in draft, within a reasonable period prior to the filing due date thereof.

3.5 Closing Date. Upon the terms and conditions set forth in this Agreement the closing of the sale of the Purchased Assets and the assumption of the Assumed Liabilities contemplated hereby (the "Closing") shall take place at the offices of Alston & Bird LLP located at 90 Park Avenue, New York, New York 10016, as promptly as practicable, and at no time later than the third Business Day, following the date on which the conditions set forth in SECTION 8 have been satisfied or waived (other than the conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), or at such other place or time as the Purchaser and Sellers may mutually agree. The date and time at which the Closing actually occurs is hereinafter referred to as the "Closing Date". The Closing shall be deemed to have occurred at 12:01 a.m. (Eastern standard time) on the Closing Date.

3.6 Deliveries of the Purchaser. At or prior to the Closing, the Purchaser shall deliver to Sellers:the Assumption and Assignment Agreement, and each other Ancillary Document to which the Purchaser is a party, duly executed by the Purchaser;

(b) the payment pursuant to Section 3.2(a);

(c) the officer's certificates required to be delivered pursuant to Section 8.3(a)(i) and (ii); and

(d) such other assignments and instruments of assumption and transfer, in form reasonably satisfactory to Sellers, as Sellers may reasonably request.

3.7 Deliveries of Sellers. At or prior to the Closing, Sellers shall deliver to the Purchaser:

(a) the Bill of Sale, the Assumption and Assignment Agreement and each other Ancillary Document to which a Seller is a party, as applicable to Purchaser (or Asset Assignee, as applicable), duly executed by each Seller;

(b) instruments of assignment of the Trademarks (the "Assignment of Trademarks") and Domain Names (the "Assignment of Domain Names") that are owned by each Seller and included in the Purchased Assets, to Purchaser (or Asset Assignee, as applicable), if any, duly executed by the applicable Sellers, in form for recordation with the appropriate Governmental Authorities, in form and substance reasonably acceptable to the Parties, and any other assignments or instruments with respect to any Intellectual Property included in the Purchased Assets for which an assignment or instrument is required to assign, transfer and convey such assets to the Purchaser;

(c) a copy of the final Sale Order;

(d) the officer's certificate required to be delivered pursuant to Section 8.2(a)(i) and (ii);

(e) a complete and duly executed IRS Form W-9 by each Seller;

(f) instruments of assumption and assignment of the Assumed Real Property Leases in form and substance reasonably acceptable to the Parties (the "Assumption and Assignment of Leases"), duly executed by the applicable Sellers, in form for recordation with the appropriate public land records, if necessary, and any other related documentation or instruments necessary for the conveyance of any Assumed Real Property Lease to the Purchaser (or Asset Assignee, as applicable);

(g) (i) all lease files for the Assumed Real Property Leases (including copies of any plans or drawings of any Assumed Leased Real Property), and (ii) keys for, and/or the access codes for any electronic security system located at any Assumed Leased Real Property;

(h) a certificate of good standing, or equivalent document, for each Seller, as certified by the applicable Government Authority;

(i) a certificate of an authorized Person of each Seller, dated the Closing Date, in form and substance reasonably satisfactory to the Purchaser, as to, with respect to such Seller, (i) such Seller's authorization to execute and perform its obligations under this Agreement and the Ancillary Documents to which such Seller is a party; and (ii) incumbency and signatures of the authorized Persons of such Seller executing this Agreement and any such Ancillary Documents;

(j) all instruments and documents necessary to release any and all Encumbrances (other than Permitted Encumbrances), including appropriate UCC financing statement amendments (including termination statements); and

(k) (i) if applicable, a Special Warranty Deed for the transfer of title to the Purchased Owned Real Property, subject to the Permitted Encumbrances, to Purchaser or an entity designated by it pursuant to the terms of this Agreement (in form and substance reasonably acceptable to Sellers and Purchaser), (ii) duly executed (and notarized, if applicable) local and state tax forms needed to transfer title to the Purchased Owned Real Property in accordance with Legal Requirements (in form and substance reasonably acceptable to Sellers), (iii) upon request of Purchaser at least five (5) Business Days prior to the Closing Date, an owner's title affidavit, in form and contents reasonably acceptable to Sellers and Purchaser's title company, (iv) evidence reasonably satisfactory to the title company that Sellers have paid in full all real estate taxes, charges, and utilities owed or accrued prior to the Closing Date with respect to the Purchased Owned Real Property (unless such amounts are to be prorated at the Closing Date or otherwise credited against the Purchase Price at Closing), (v) all files for the Purchased Owned Real Property (including copies of any plans or drawings), to the extent such files are non-proprietary, non-confidential, within Seller's possession, and not previously delivered to Purchaser, and (vi) keys for, and/or the access codes or access cards for any electronic security system located at any Purchased Owned Real Property.

SECTION 4
REPRESENTATIONS AND WARRANTIES OF SELLERS

As an inducement to the Purchaser to enter into this Agreement and to consummate the transactions contemplated hereby, except as set forth in the Schedules, with disclosure of any item in any section or subsection of the Schedules deemed disclosed with respect to the section or subsection of this Agreement to which it corresponds and any other section or subsection of this Agreement to the extent the applicability of such disclosure is reasonably apparent on its face (without any requirement that the other Sections be cross-referenced), Sellers represents and warrants to the Purchaser as follows:

4.1 Organization of Sellers. Each Seller is an entity duly incorporated or organized, as the case may be, validly existing and in good standing under the laws of its state of incorporation or formation. Each Seller is in good standing in each jurisdiction in which the ownership or leasing of its properties or the conduct of its businesses requires such qualification, except where failure to so qualify or be in good standing would not have a Material Adverse Effect. Each Seller has full corporate or similar power and authority to own or lease and to operate and use the Purchased Assets owned or leased by it and to carry on the Business as now conducted.

4.2 Subsidiaries. Except as set forth on Schedule 4.2, no Seller has any subsidiaries.

4.3 Authority of Sellers.

(a) Each Seller has full power and authority to execute, deliver and, subject to the entry of the Sale Order, perform its obligations under, and consummate the transactions contemplated by, this Agreement and each of the Ancillary Documents to which such Seller is a party, and to sell, transfer and assign the Purchased Assets to the Purchaser in accordance with the terms of this Agreement. The execution, delivery and performance of this Agreement and such Ancillary Documents by such Seller, and consummation of the transactions contemplated hereby and thereby, have been duly authorized and approved by all required action on the part of such

Seller and, subject to the entry of the Sale Order, does not require any authorization or consent of any shareholders or members of such Seller that has not been obtained. This Agreement has been duly authorized, executed and delivered by such Seller and, subject to the entry of the Sale Order, is the legal, valid and binding obligation of such Seller enforceable in accordance with its terms, and each of the Ancillary Documents to which such Seller is a party has been duly authorized by such Seller and upon execution and delivery by such Seller and subject to the entry of the Sale Order, will be a legal, valid and binding obligation of such Seller enforceable in accordance with its terms.

(b) Subject to receipt of the Governmental Consents, and after giving effect to the Sale Order, none of the execution and delivery of this Agreement or any of the Ancillary Documents by each Seller, the consummation by such Seller of any of the transactions contemplated hereby or thereby, or compliance with or fulfillment of the terms, conditions and provisions hereof or thereof by such Seller, will conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default or an event of default, or permit the acceleration of any Liability or loss of a material benefit, or result in the creation of any Encumbrance on any of the Purchased Assets (in each case with or without notice or lapse of time or both), under (i) any charter (or similar governing instrument) or by-laws (or similar governing document) of such Seller, (ii) any Permits of such Seller, (iii) any Order to which such Seller is bound or any Purchased Asset is subject or (iv) any Legal Requirement affecting such Seller or the Purchased Assets.

4.4 Title to the Purchased Assets; Sufficiency. Sellers have, and, upon delivery to the Purchaser on the Closing Date of the instruments of transfer contemplated by Section 3.7, and subject to the terms of the Sale Order, Sellers will thereby transfer to Purchaser, good and valid title to, or, in the case of property leased or licensed by Sellers or its subsidiaries, a valid and subsisting leasehold interest in or a legal, valid and enforceable licensed interest in or right to use, all of the Purchased Assets, free and clear of all Liabilities, Indebtedness or Encumbrances, except for the Assumed Liabilities and Permitted Encumbrances.

4.5 Consent and Approvals. To the knowledge of Sellers, Schedule 4.5 sets forth a true and complete list of each material consent, waiver, authorization or approval of any Governmental Authority or of any other Person, and each declaration to or filing or registration with any such Governmental Authority, that is required in connection with the execution and delivery of this Agreement and the Ancillary Documents by Sellers or the performance by Sellers of their obligations thereunder (the "Governmental Consents").

4.6 Real Property.

(a) Owned Real Property. Schedule 4.6(a) sets forth an accurate and complete list of the Owned Real Property. Except for Permitted Encumbrances, at the Closing, Sellers will have good and marketable title in the Purchased Owned Real Property. Except for Permitted Encumbrances and Encumbrances that will be removed pursuant to the Sale Order, at the Closing the Purchased Owned Real Property will not be subject to any Encumbrances. There are no pending or, to Sellers' knowledge, threatened condemnation proceedings relating to the Purchased Owned Real Property that would materially impair or restrict the current use of such Purchased Owned Real Property. No Seller has received any written notice from any

Governmental Authority that any of the Improvements on the Purchased Owned Real Property or Sellers' use of the Owned Real Property violates any use or occupancy restrictions, any covenant of record or any zoning or building Legal Requirements.

(b) Leased Real Property. Schedule 4.6(b) sets forth a true and complete list of (i) all Leases with respect to which a Seller is a lessee and (ii) all Leases with respect to which a Seller is a lessor, in each case solely and exclusively related to the Business. All of the Assumed Real Property Leases are in full force and effect and are valid and enforceable against the Sellers, and, to the knowledge of Sellers, each other party thereto, in accordance with their terms, except to the extent enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other laws of general applicability relating to or affecting creditor's rights. To the knowledge of the Sellers, no Seller has unilaterally released or waived any of its rights under any of the Assumed Real Property Leases to which it is a party. No Seller has received any written notice of (i) violations of building codes and/or zoning ordinances or other Legal Requirement affecting the Leased Real Property, (ii) existing, pending or threatened condemnation proceedings affecting the Leased Real Property, or (iii) existing, pending or threatened zoning, building code or other moratorium proceedings, in each case, or similar matters which could reasonably be expected to materially and adversely affect the ability to operate the Leased Real Property as currently operated as of the Agreement Date.

(c) Environmental. Except to the extent set forth in Schedule 4.6(c), each Seller represents and warrants that to its knowledge, no Regulated Substance has been Released or otherwise exists in, on, under or onto the Purchased Owned Real Property or Leased Real Property. Sellers further represent and warrant that, to their knowledge, they have materially complied with all Environmental Laws. To their knowledge, Sellers have not received any written notice from any third party or Governmental Authority that any Regulated Substance has been Released on the Purchased Owned Real Property or Leased Real Property.

4.7 Regulatory Matters; Permits.

(a) All of the material Permits that are necessary for the operation of the Business as currently conducted and the ownership of the Purchased Assets are held by a Seller and are in full force and effect (collectively, the "Material Permits"). Schedule 4.7(a) sets forth a true, complete and correct list of all Material Permits held by Sellers as of the Agreement Date.

(b) Sellers are in material compliance with their respective obligations under each of the Material Permits, and no condition exists that without notice or lapse of time or both would constitute a default under, or a violation of, any Material Permit except for such failures to be in compliance or defaults that would not have, individually or in the aggregate, a Material Adverse Effect.

(c) Each Material Permit is valid and in full force and effect and there is no Action, notice of violation, order of forfeiture or complaint against Sellers relating to any of the Material Permits pending or to the knowledge of Sellers, threatened, before any Governmental Authority.

4.8 Litigation. Except as disclosed in documents filed prior to the date hereof in connection with the Bankruptcy Case, as of the date hereof:

(a) there is no Action with a claim amount exceeding $25,000 pending or, to the knowledge of Sellers, threatened against a Seller (with respect to the Business) or any of the Purchased Assets or the Business that if resolved adversely to a Seller would result in or that would reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect or Environmental Material Adverse Effect; and

(b) there is no Order against a Seller (with respect to the Business), the Business, the Purchased Assets or any of the Assumed Liabilities that would result in or would reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect or Environmental Material Adverse Effect.

4.9 Vehicles and Tires.

(a) Schedule 4.9(a) contains the following information as of the date hereof:

(i) a list of all Purchased Vehicles; and

(ii) for each Purchased Vehicle, (A) owner or lessee thereof, (B) whether such Purchased Vehicle is owned or leased, (C) the respective vehicle identification number or equivalent thereof and (D) the manufacturer and model year.

(b) To Sellers' knowledge, none of the Purchased Vehicles has been the subject of theft, loss, casualty, or destruction (except for such thefts, losses, casualties, and destruction that are within the range customarily experienced in the Ordinary Course of Business and would not result in or would reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect).

(c) Except as set forth in Schedule 4.9(a), to Sellers' knowledge, none of the Purchased Vehicles have been parked or sitting idle for more than 90 days or the tires on the Purchased Vehicles have otherwise been subject to "Abuse" such that the tires need to be replaced at Sellers' expense pursuant to the Sellers' tire lease agreement.

(d) The number of Purchased Vehicles is equal to 152, which includes zero Purchased Vehicles that are leased.

4.10 Intellectual Property.

(a) Schedule 4.10(a) sets forth a true, correct and complete list, in all material respects, of all U.S. and foreign (i) issued Patents and pending applications for Patents; (ii) registered Trademarks and pending applications for Trademarks; (iii) registered Copyrights and pending applications for Copyrights; and (iv) all Domain Names, in each case that is owned by any Seller and that is material to the Business. Sellers own, or have a valid right to use, all of the Intellectual Property set forth on Schedule 4.10(a), and all such Intellectual Property is subsisting and, to the knowledge of Sellers, valid and enforceable.

(b) Except as would not reasonably be expected to have a Material Adverse Effect, (i) the conduct of the Business by Sellers as currently conducted does not infringe, misappropriate or otherwise violate any Person's Intellectual Property, and there has been no such claim or Action asserted or threatened in writing and that has not been resolved in the past four (4) years against any Seller, or to the knowledge of Sellers, any other Person, and (ii) to the knowledge of Sellers, no Person (including any current or former officer, director, employee or contractor of any Seller), is infringing, misappropriating or otherwise violating any Intellectual Property owned by any Seller, or to which any Seller has any exclusive license, in the conduct of the Business, and no such claims or Actions have been asserted or threatened in writing and that have not been resolved against any Person by any Seller, or, to the knowledge of Sellers, any other Person, in the past four (4) years.

(c) Sellers have taken commercially reasonable measures to protect the confidentiality of their respective Trade Secrets, except as would not reasonably be expected to have a Material Adverse Effect.

4.11 Material Contracts and Agreements. Schedule 4.11 sets forth a list of all Contracts related to the Business with a dollar amount owed that exceeded $25,000 in the calendar year 2023 or, for new Contracts (*i.e.*, not renewals or extensions of existing Contracts) executed on January 1, 2024 or later, that are expected to exceed $25,000 in the calendar year 2024. All of the Assumed Contracts are in full force and effect and are valid and enforceable against the applicable Seller, and, to the knowledge of Sellers, each other party thereto, in accordance with their terms, except to the extent enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other laws of general applicability relating to or affecting creditor's rights. No Seller has unilaterally released or waived any of its rights under any of the Assumed Contracts to which it is a party.

4.12 Labor Relations. Schedule 4.12 identifies each collective bargaining agreement covering Seller Employees to which any Seller and the applicable union (the "Union") are parties (the "Collective Bargaining Agreements"). To the knowledge of the Sellers, no union is contemplating material changes to the terms of the applicable Collective Bargaining Agreement, and Sellers have made available to the Purchaser true and correct copies of all material correspondence that has occurred between such Seller and such union within that past two (2) years. Except as would not reasonably be expected to have a Material Adverse Effect, to the Sellers' knowledge, (a) each Seller is in compliance with all Legal Requirements applicable to the Seller Employees respecting employment and employment practices, employment standards, terms and conditions of employment, and wages and hours (including those relating to exempt/non-exempt classification of employees); (b) no Seller has received written notice of any unfair labor practice complaint pending before any Governmental Authority with respect to any of the Seller Employees; (c) no Seller has received notice that any pending representation petition respecting the Seller Employees has been filed with any Governmental Authority; (d) the applicable Seller is in compliance with its obligations under the Collective Bargaining Agreements; (e) no arbitration proceeding arising out of or under the Collective Bargaining Agreement is pending against any Seller; and (f) there is no labor strike, slowdown, work stoppage, or lockout actually pending or, to Sellers' knowledge, threatened against any Seller in respect of the Purchased Assets or the Business. There are no Contracts with any Seller Employee for employment or for severance, termination, retention, change of control or similar payments other

than employment Contracts for indefinite duration that are terminable without cause (and without any obligations arising from such termination without cause).

4.13 Employee Benefits.

(a) Schedule 4.13(a) lists each Seller Plan (or any benefit plans, programs or arrangements of an ERISA Affiliate that would be a Seller Plan if such ERISA Affiliate were a Seller) (i) that is, or has been within the past six (6) years, a Title IV Plan or subject to Section 412 of the Code; (ii) that is maintained by more than one employer within the meaning of Section 413(c) of the Code; (iii) that is subject to Sections 4063 or 4064 of ERISA. No Seller Plan is (A) a "multiple employer welfare arrangement" as defined in Section 3(40) of ERISA; or (B) an "employee pension benefit plan" (within the meaning of Section 3(2) of ERISA) that is not intended to be qualified under Section 401(a) of the Code.

(b) (i) No Seller has terminated any Title IV Plan within the last six (6) years or incurred any outstanding liability under Section 4062 of ERISA to the PBGC, or to a trustee appointed under Section 4042 of ERISA; (ii) all premiums due the PBGC with respect to the Title IV Plans set forth in Schedule 4.13(a) have been timely and completely paid; (iii) no Seller has filed a notice of intent to terminate any Title IV Plan set forth in Schedule 4.13(a) and has not adopted any amendment to treat such Title IV Plan as terminated; and (iv) the PBGC has not instituted, or to Sellers' knowledge, threatened to institute, proceedings to treat any Title IV Plan set forth in Schedule 4.13(a) as terminated.

(c) No Seller nor any ERISA Affiliate has, within the past six (6) years, withdrawn from a Multiemployer Plan in a "complete withdrawal" or a "partial withdrawal" as defined in Sections 4203 and 4205 of ERISA, respectively, so as to result in an unsatisfied liability, contingent or otherwise (including the obligations pursuant to an agreement entered into in accordance with Section 4204 of ERISA), of a Seller or such ERISA Affiliate.

(d) Schedule 4.13(d) sets forth each material Seller Plan. No Seller is subject or party to any Multiemployer Plan, and there are no unfunded or existing claims related to any Multiemployer Plan. For each Seller Plan under which any Seller Employee (or their beneficiaries) receives any benefit or under which any Seller has any obligation to contribute to or provide any benefit to Seller Employee (or their beneficiaries), Sellers have made available to the Purchaser a copy of such plan (or a description thereof if such plan is not written). Each Seller Plan has been maintained in all material respects with the applicable provisions of the Code and ERISA, except where such failure would not have a Material Adverse Effect. Each Seller Plan that is intended to comply with Section 401(a) of the Code has received a favorable determination letter or opinion letter issued by the IRS.

(e) The representations and warranties set forth in this Section 4.13 are Sellers' sole and exclusive representations and warranties regarding employee benefit matters.

4.14 NO OTHER REPRESENTATIONS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4 (AS MODIFIED BY THE SCHEDULES), NO SELLER MAKES ANY REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AT LAW OR IN EQUITY, IN RESPECT OF ANY OF ITS ASSETS (INCLUDING

THE PURCHASED ASSETS), LIABILITIES (INCLUDING THE ASSUMED LIABILITIES) OR THE BUSINESS, INCLUDING WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY SUCH OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND NONE SHALL BE IMPLIED AT LAW OR IN EQUITY. NEITHER SELLERS NOR ANY OTHER PERSON, DIRECTLY OR INDIRECTLY, HAS MADE OR IS MAKING, ANY REPRESENTATION OR WARRANTY, WHETHER WRITTEN OR ORAL, REGARDING FINANCIAL PROJECTIONS OR OTHER FORWARD-LOOKING STATEMENTS OF ANY SELLER.

SECTION 5
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

As an inducement to Sellers to enter into this Agreement and to consummate the transactions contemplated hereby, the Purchaser hereby represents and warrants to Sellers as follows:

5.1 Organization and Authority of the Purchaser.

(a) Purchaser is a limited liability company validly existing and in good standing under the laws of the State of California. The Purchaser has full power and authority to execute, deliver and perform its obligations under this Agreement and all of the Ancillary Documents to which it is a party. The execution, delivery and performance of this Agreement and such Ancillary Documents by the Purchaser have been duly authorized and approved by all required action on the part of the Purchaser and do not require any further authorization or consent of the Purchaser or its shareholders or members. This Agreement has been duly authorized, executed and delivered by the Purchaser and is the legal, valid and binding agreement of the Purchaser enforceable against the Purchaser in accordance with its terms, and each Ancillary Document to which the Purchaser is a party has been duly authorized by the Purchaser and upon execution and delivery by the Purchaser will be a legal, valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms, except as (i) enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting creditors rights generally and (ii) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses.

(b) Neither the execution and delivery of this Agreement or any of such Ancillary Documents nor the consummation of any of the transactions contemplated hereby or thereby nor compliance with or fulfillment of the terms, conditions and provisions hereof or thereof will:

(i) conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default, or an event of default under (A) the Purchaser's organizational documents, (B) any Order to which the Purchaser is a party or by which it is bound or (C) any Legal Requirement affecting the Purchaser; or

(ii) require the approval, consent, authorization or act of, or the making by the Purchaser of any declaration, filing or registration with, any Person, other than filings with the Bankruptcy Court.

5.2 Litigation. There are no pending or, to the knowledge of the Purchaser, threatened Actions by any Person or Governmental Authority against or relating to the Purchaser (or any Affiliate of the Purchaser) or by the Purchaser or their respective assets or properties are or may be bound that, if adversely determined, would reasonably be expected to have a material adverse effect on the ability of the Purchaser to perform its obligations under this Agreement and the Ancillary Documents to which it is a party, for the Purchaser to assume and perform the Assumed Liabilities or for the Purchaser to consummate on a timely basis the transactions contemplated hereby or thereby.

5.3 No Brokers. Except as set forth on Schedule 5.3, neither the Purchaser nor any Person acting on its behalf has paid or become obligated to pay any fee or commission to any broker, finder or intermediary for or on account of the transactions contemplated by this Agreement for which a Seller is or will become liable, and the Purchaser shall hold harmless and indemnify Sellers from any claims with respect to any such fees or commissions; provided, however, the any fee or commission to any broker retained by the Sellers is an Excluded Liability and remains the obligation of the Sellers.

5.4 Adequate Assurances Regarding Assumed Contracts, Assumed Equipment Leases and Assumed Real Property Leases; Good Faith. As of the Closing, the Purchaser will be capable of satisfying the conditions contained in section 365(b)(1)(C) of the Bankruptcy Code with respect to the Assumed Contracts, Assumed Equipment Leases and Assumed Real Property Leases. To the Purchaser's knowledge, there exist no facts or circumstances that would cause, or be reasonably expected to cause, the Purchaser and/or its Affiliates not to qualify as a "good faith" purchaser under section 363(m) of the Bankruptcy Code.

5.5 Financing. The Purchaser will have at the Closing Date, all funds necessary to consummate the transactions contemplated by this Agreement, including to promptly pay or discharge, when due, the Cash Amount and all of the Assumed Liabilities and Cure Costs.

5.6 Ownership of Sellers. The Purchaser does not hold, directly or indirectly, any beneficial or other ownership interest in any Seller or their respective securities.

5.7 No Inducement or Reliance; Independent Assessment. The Purchaser acknowledges that none of the Sellers or any of their respective Affiliates nor any other Person is making, and the Purchaser is not relying on, any representations or warranties whatsoever, statutory, expressed or implied, written or oral, at law or in equity, beyond those expressly made by Sellers in SECTION 4 hereof (as modified by the Schedules). The Purchaser acknowledges that, except as expressly set forth in SECTION 4 (as modified by the Schedules), none of the Sellers or any of their respective Affiliates nor any other Person has, directly or indirectly, made any representation or warranty, statutory, expressed or implied, written or oral, at law or in equity, as to the accuracy or completeness of any information that any Seller furnished or made available to the Purchaser and its Representatives in respect of the Business, and Sellers' operations, assets, stock, Liabilities, condition (financial or otherwise) or prospects. The Purchaser acknowledges that

none of the Sellers or any of their respective Affiliates nor any other Person, directly or indirectly, has made, and the Purchaser has not relied on, any representation or warranty, whether written or oral, regarding the pro-forma financial information, financial projections or other forward-looking statements of Seller, and the Purchaser will make no claim with respect thereto. The Purchaser acknowledges that, except as otherwise provided in this Agreement or the Ancillary Documents, the Purchased Assets are being transferred on an "AS IS, WHERE IS" basis. None of Sellers or any other Person (including any officer, director, member or partner of Sellers or any of their Affiliates) shall have or be subject to any liability to the Purchaser, or any other Person, resulting from the Purchaser's use of any information, documents or material made available to the Purchaser in any "data rooms," management presentations, due diligence or in any other form in expectation of the transactions contemplated hereby or by the other Ancillary Documents, except as otherwise provided in this Agreement or the Ancillary Documents.

SECTION 6
ACTION PRIOR TO THE CLOSING DATE

6.1 Access to Information.

(a) Sellers agree that, between the Agreement Date and the earlier of the Closing Date and the date on which this Agreement is terminated in accordance with its terms, Sellers shall permit Purchaser's Representatives reasonable access during regular business hours and upon reasonable notice, to the offices, properties, agreements and other documentation and financial records of Sellers solely and exclusively relating to the Business occurring, being conducted on or out of or arising from the Purchased Owned Real Property or Assumed Leased Real Property or the Purchased Assets to the extent of Purchaser's reasonable requests. Sellers shall use commercially reasonable efforts to cause their respective Representatives to reasonably cooperate with Purchaser's Representatives in connection with such investigations and examinations, and Purchaser shall use its commercially reasonably efforts to cause its Representatives to reasonably cooperate with the Sellers and their Representatives, and shall use their commercially reasonable efforts to minimize any disruption to the Business. All confidential documents and information concerning the Business furnished to a Purchaser or its Representatives in connection with the transactions contemplated by this Agreement and the other Ancillary Documents are subject to the terms and conditions of the Confidentiality Agreement. With respect to the Purchased Owned Real Property and the Assumed Leased Real Property, Purchaser may, at its sole cost and expense, obtain a current title commitment from a title company, a property survey, and a Phase I environmental report, for the Assumed Leased Real Property such right shall be subject to any restrictions under the applicable lease. During the due diligence period, Sellers will allow Purchaser or its respective designees to inspect the Purchased Owned Real Property and to conduct all necessary testing and analysis, including, without limitation, any environmental, geotechnical and soil investigations and assessments. Also during the due diligence period, Sellers will allow (and use their reasonable best efforts to cause the applicable landlord to allow) Purchaser or its respective designees to access the Assumed Leased Real Property for the purpose of conducting a site visit in conjunction with a Phase I environmental report, provided however, no Phase II environmental inspection or other invasive inspection, boring, drilling, geotechnical inspection, or sampling of groundwater, soil or materials, including without limitation construction materials, either as part of the Phase I inspection or any other inspection, shall be performed and no samples or other materials shall be submitted to any testing laboratory

or similar facility. Such right of investigation shall include the right to review all Property files in Seller's possession or reasonable control to the extent such files are non-proprietary and non-confidential. In addition to the foregoing, Sellers will permit Purchaser to conduct Vehicle inspections, and confirm all current employees' salaries, provide copies of all client service contracts and provide copies of all billable rates tariff currently in use. Sellers shall also promptly provide Purchasers with a schedule of the names, title, contact information (including, to the extent such information is readily available to Sellers, email address and cell phone number), months of service, salary, benefits, and Employee PTO applicable to each of Sellers' Employees.

(b) Notwithstanding the foregoing but subject in all respects to the Bidding Procedures Order, this Section 6.1 shall not require any Seller to permit any access to, or to disclose (i) any information that, in the reasonable, good faith judgment (after consultation with counsel, which may be in-house counsel) of Sellers, is reasonably likely to result in any violation of any Legal Requirement or any Contract to which any Seller is a party or cause any privilege (including attorney-client privilege) or work product protection that any Seller would be entitled to assert to be waived, (ii) any information that is competitively sensitive, or (iii) if the Sellers, on the one hand, and the Purchaser or any of its Affiliates, on the other hand, are adverse parties in any Action, any information that is reasonably pertinent thereto; provided, that, in the case of clause (i), the Parties shall reasonably cooperate in seeking to find a way to allow disclosure of such information to the extent doing so would not (in the good faith belief of Sellers (after consultation with counsel, which may be in-house counsel)) be reasonably likely to result in the violation of any such Legal Requirement or Contract or be reasonably likely to cause such privilege or work product protection to be undermined with respect to such information and in the case of clause (ii), the Parties shall reasonably cooperate in seeking to find a way to allow disclosure of such information to the extent doing so could reasonably (in the good faith belief of Sellers (after consultation with counsel, which may be in-house counsel)) be managed through the use of customary "clean-room" arrangements pursuant to which non-employee Representatives of the Purchaser could be provided access to such information.

6.2 Conduct of Business Prior to the Closing Date. From and after the date hereof until the earlier of the Closing Date and the termination of this Agreement in accordance with the terms of Section 9 hereof, Sellers shall (a) maintain the Purchased Assets and operate and carry on the Business in the Ordinary Course of Business, and (b) not move to a different location any Purchased Equipment from the Purchased Owned Real Property or Assumed Leased Real Property, except as otherwise expressly required by this Agreement or the Bankruptcy Case or with the consent of the Purchaser, which consent shall not be unreasonably withheld, conditioned, or delayed. Consistent with the foregoing and to the extent permitted or required in the Bankruptcy Case, Sellers shall use commercially reasonable efforts to (a) continue operating the Business as a going concern, and (b) maintain the Purchased Assets and the assets and properties of, or used by, Sellers relating to the Business consistent with the assumptions set forth in the Approved Budget (as defined in the DIP Credit Agreement) prepared by Sellers pursuant to the DIP Credit Agreement and approved by the Bankruptcy Court. In a manner that is reasonable and consistent with a debtor in possession, Sellers shall use commercially reasonable efforts to maintain the Purchased Vehicles in good operating condition, reasonable wear and tear excepted. Notwithstanding anything to the contrary in this Section 6.2, the pendency of the Bankruptcy Case and the effects thereof shall in no way be deemed a breach of this Section 6.2. Absent Purchaser's prior written consent, Sellers shall not increase or modify the wages, salaries or benefits of any of

Seller Employees nor shall they enter into any new or modified employment agreements with Seller Employees, notwithstanding the foregoing, Purchaser's consent shall not be required for Sellers' hiring and firing of employes in the normal course of business.

6.3 Notification of Breach; Disclosure. Each Party shall promptly notify the other of any event, condition or circumstance of which such Party becomes aware prior to the Closing Date that would cause, or would reasonably be expected to cause, a violation or breach of this Agreement (or a breach of any representation or warranty contained in this Agreement). During the period prior to the Closing Date, each Party will promptly advise the other in writing of any written notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement. It is acknowledged and understood that no notice given pursuant to this Section 6.3 shall have any effect on the representations, warranties, covenants or agreements contained in this Agreement for purposes of determining satisfaction of the conditions contained herein.

6.4 Insurance. Until the Closing, Sellers shall not, without the Purchaser's prior written consent, deliver written notice of cancellation to the issuer thereof with respect to any of Sellers' existing insurance policies.

6.5 Bankruptcy Court Approval; Procedures.

(a) Sellers and the Purchaser acknowledge that this Agreement and the sale of the Purchased Assets are subject to Bankruptcy Court approval. Sellers and the Purchaser acknowledge that (i) to obtain such approval, Sellers must demonstrate that they have taken reasonable steps to obtain the highest or otherwise best offer possible for the Purchased Assets, including giving notice of the transactions contemplated by this Agreement to creditors and certain other interested parties as ordered by the Bankruptcy Court and conducting an auction in respect of the Purchased Assets, and (ii) the Purchaser must provide adequate assurance of future performance under the Assumed Contracts, the Assumed Equipment Leases and the Assumed Real Property Leases.

(b) The Purchaser understands and agrees that Sellers are debtors in possession in bankruptcy and will conduct a sale process and auction and that Sellers shall use this Agreement as the base bid for the Purchased Assets (*i.e.*, as a "stalking horse bid"). The Purchaser shall be entitled but not obligated to participate in any auction beyond its base bid pursuant to this Agreement and the Bidding Procedures Order and shall be deemed "Qualified Bidders" under the Bidding Procedures. If an auction is conducted pursuant to the Bidding Procedures Order and Purchaser is not the Successful Bidder, Purchaser shall, in accordance with and subject to the Bidding Procedures Order, be required to serve as the Next-Highest Bidder if Purchaser is the next highest or otherwise best bidder for the Purchased Assets at auction.

(c) In the event an appeal is taken or a stay pending appeal is requested, with respect to the Sale Order, Sellers shall promptly notify the Purchaser of such appeal or stay request and shall promptly provide to the Purchaser a copy of the related notice of appeal or order of stay. Sellers shall also provide the Purchaser with written notice of any motion or application filed in connection with any appeal from such orders.

(d) Sellers shall give notice of the transactions contemplated by this Agreement to the Persons specified in Section 6.5(a) in such manner as the Bankruptcy Court shall require, and to such additional Persons as the Purchaser reasonably requests in writing in advance of the Sale Order being entered.

(e) On the Closing Date, all Waived Avoidance Actions will be deemed to be waived by the Sellers and the Purchaser covenant and agree that they shall take no action to pursue and enforce any Waived Avoidance Action.

6.6 Bankruptcy Filings.

(a) The Parties shall consult with each other regarding pleadings that any of them intends to file with the Bankruptcy Court in connection with, or which might reasonably affect the Bankruptcy Court's approval of, the Sale Order, including, sharing in advance of filing any drafts thereof. The Sellers shall promptly provide the Purchaser and its outside legal counsel with copies of all notices, filings and orders of the Bankruptcy Court that the Sellers have in their possession (or receives) pertaining to the Sale Order, or any other order related to any of the transactions contemplated by this Agreement. The Sellers shall not seek any modification to the Sale Order by the Bankruptcy Court or any other Governmental Authority of competent jurisdiction to which a decision relating to the Bankruptcy Cases has been appealed, in each case, without the prior written consent of the Purchaser (not to be unreasonably withheld, conditioned or delayed).

(b) Sellers shall timely file such motions or pleadings as may be appropriate or necessary to: (i) assume and assign the Assumed Contracts and (ii) subject to the consent of the Purchaser, determine the amount of the Cure Costs; provided that nothing herein shall preclude Sellers from filing such motions to reject any Contracts or Leases that are not listed on Schedule 2.5 or that have been designated for rejection by the Purchaser.

(c) Sellers shall take all actions as may be reasonably necessary to cause the Sale Order to be issued and entered by the Bankruptcy Court and become a Final Order, including furnishing affidavits, declarations or other documents or information for filing with the Bankruptcy Court, which Sale Order shall provide for the transfer of the Purchased Assets and the Assumed Liabilities to Purchaser free from all successor or transferee Liability to the fullest extent permitted by section 363 of the Bankruptcy Code. The Sellers shall comply (or obtain an Order from the Bankruptcy Court waiving compliance) with all requirements under the applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Local Bankruptcy Rules for the Bankruptcy Court in obtaining the entry of the Sale Order. The Purchaser agrees that it will promptly take such actions as are reasonably requested by the Sellers to assist in obtaining entry of the Sale Order, including a finding of adequate assurance of future performance by Purchaser, including by furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchaser under this Agreement and demonstrating that the Purchaser is a "good faith" purchaser under section 363(m) of the Bankruptcy Code. If the Sale Order, or any other orders of the Bankruptcy Court relating to this Agreement are appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to the Bidding Procedures Order

and the Sale Order, or such other Order), subject to rights otherwise arising from this Agreement, Sellers shall take all actions as may be reasonably necessary to prosecute and defend such appeal, petition or motion and obtain an expedited resolution thereof. In the event of any appeal, and in the absence of any stay pending such appeal, Purchaser shall have the right but not the obligation to close the transaction.

(d) Sellers shall use commercially reasonable efforts to (i) hold the Auction, unless an Auction is not required to be held pursuant to the terms of the Bidding Procedures, on or before the date that is 60 days following the Petition Date, and (ii) have the Sale Order entered on or before the date that is 65 days following the Petition Date, but in no event shall the date on which the Sale Order is entered be later than August 15, 2024 without the express written consent of the Purchaser.

6.7 Vacation of Purchased Owned Real Property and Assumed Leased Real Property.

(a) Purchaser shall have no pre-Closing Liability or responsibility with respect to any environmental or other defect with the Purchased Owned Real Property or Assumed Leased Real Property discovered by Purchaser prior to Closing; provided, however, that Purchaser shall not be relieved of Liability or responsibility to the extent that Purchasers exacerbate any environmental condition or other defect.

(b) On the day prior to the Closing Date, Sellers Employees who are not Hired Employees shall have vacated the Purchased Owned Real Property and the Assumed Leased Real Property and Sellers shall have removed, at their expense, all Excluded Assets (other than the Purchased Assets which shall remain as is, where is). To the extent that sixty (60) days after the Closing Date, any Excluded Assets remain on the Purchased Owned Real Property or the Assumed Leased Real Property, such Excluded Assets shall be deemed abandoned by Sellers and may be disposed of by Purchaser, at its expense, in any manner it determines is appropriate.

6.8 Vehicle Titles. Sellers shall use commercially reasonable efforts to deliver, or caused to be delivered, at the Closing, all certificates of title and title transfer documents to all titled Purchased Vehicles. In the event that Sellers are unable to deliver all such certificates and documents at Closing, Sellers shall use commercially reasonable efforts to deliver, or caused to be delivered, within thirty (30) days following the Closing, the remaining certificates of title and title transfer documents to all titled Purchased Vehicles.

SECTION 7
ADDITIONAL AGREEMENTS

7.1 Taxes.

(a) All real property taxes, personal property taxes and other ad valorem taxes levied with respect to the Purchased Assets (other than Transfer Taxes) for a Straddle Period shall be apportioned based on the number of days of the Straddle Period ending on the day prior to the Closing Date and the number of days of the Straddle Period beginning on the Closing Date. The applicable Seller shall be liable for the amount of such taxes that is attributable to the portion of the Straddle Period ending on the day prior to the Closing Date, and the Purchaser shall be liable for the amount of such taxes that is attributable to the remaining portion of the Straddle Period.

Such Taxes shall be estimated and paid, through an adjustment in the Purchase Price at Closing. To the extent that the estimate at the Taxes at Closing is not accurate, each Seller and the Purchaser shall cooperate to promptly pay or reimburse the other for any such taxes based on their respective liability for such taxes as determined pursuant to this Section 7.1(a). Any refunds of such taxes with respect to a Straddle Period shall be apportioned between the applicable Seller and the Purchaser in a similar manner.

(b) It is the intention of the Parties that the transactions contemplated by this Agreement be exempt from any sales Tax, use Tax, real property transfer or gains Tax, real property records recordation fees, documentary stamp Tax or similar Tax incurred in connection with this Agreement or attributable to the sale or transfer of the Purchased Assets ("Transfer Taxes") pursuant to section 1146(a) of the Bankruptcy Code and any similar exemption provided by a state or local Legal Requirement. To the extent any Transfer Tax is not exempt in accordance with section 1146(a) of the Bankruptcy Code or any available exemption under an applicable state or local Legal Requirement, such Transfer Taxes shall be borne 50% by the Purchaser on one hand, and 50% by the Sellers on the other hand. The Party responsible under applicable Legal Requirements for filing Tax Returns and other documentation with respect to any Transfer Taxes shall properly file such Tax Returns and other documentation on a timely basis (and the other Party shall reasonably cooperate with respect thereto as necessary) and timely pay all such Transfer Taxes to the appropriate Governmental Authority. The other Party shall promptly reimburse the filing Party for fifty percent (50%) of the reasonable filing costs with respect to such Transfer Taxes upon receipt of proof of payment from the filing Party. Each Party agrees to use its, and to cause its Affiliates to use, commercially reasonable efforts to mitigate, reduce, or eliminate any Transfer Taxes.

(c) The Purchaser and Sellers agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Business and the Purchased Assets (including access to books and records) as is reasonably necessary for the filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any audit by any taxing authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax, in each case, for any Pre-Closing Tax Period or Straddle Period. The Purchaser and Sellers shall retain all books and records with respect to Taxes pertaining to the Purchased Assets for any Pre-Closing Tax Period or Straddle Period until the expiration of the applicable statute of limitations of the taxable period for which such Tax Returns and other documents related. Sellers and the Purchaser shall cooperate with each other in the conduct of any audit or other proceeding relating to Taxes involving the Purchased Assets or the Business for any Pre-Closing Tax Period or Straddle Period.

7.2 Employees and Employee Benefit Plans.

(a) From and after the Closing, the Purchaser will recognize any applicable union as the exclusive bargaining representative of any bargaining unit comprising Hired Employees covered by an applicable Collective Bargaining Agreement, as set forth on Schedule 7.2(a). Promptly after the conclusion (or cancellation) of the Auction and Purchaser has been declared the successful bidder, Purchaser agrees, in coordination with Seller, to communicate to the applicable union representatives that upon the Closing, Purchaser will (i) recognize the applicable union and (ii) will agree to accept the terms of the current Collective Bargaining

Agreement, subject only to necessary changes to needed to provide substantially equivalent benefits and policies to Purchaser's benefit plans and policies.

(b) Not later than the later of (i) ten (10) Business Days prior to the Closing or (ii) three (3) Business Days after the conclusion (or cancellation) of the Auction and Purchaser has been declared the successful bidder, the Purchaser will make Qualifying Offers to not less than 80% of Seller Employees at each Seller location who (A) are currently active and in good standing and work for the Business at either the Purchased Owned Real Property or an Assumed Real Leased Property being acquired by the Purchaser and (B) otherwise meet the Purchaser's standard hiring criteria, including, without limitation, customary hiring, screening background checks and onboarding processes and requirements (an "Eligible Employee"). In the event Purchaser is declared the successful bidder, Sellers shall permit Purchaser to have access to Sellers' personnel files in order to assist each Purchaser in determining those employees to whom an offer of employment will be made. For this purpose, a "Qualifying Offer" means an offer of employment, with such employment to commence at the Closing, to an Eligible Employee (x) who is part of a bargaining unit covered by a Collective Bargaining Agreement referenced in Section 7.2(a) above, on terms that provided substantially equivalent wages, benefits and employment policies with such Collective Bargaining Agreement, including the Purchaser's agreement to recognize for such covered employee the same seniority and years of service, subject to the final agreement between the Purchaser and the union and the terms provided for therein, and (y) for all other Seller Eligible Employees on an "at-will" basis on terms and conditions comparable to the terms and conditions applicable to the then current comparable employees of such Purchaser; and (z) be for the same position or a position with equivalent status as that which the applicable Seller Eligible Employee holds with Sellers immediately prior to the Closing. Anything herein to the contrary notwithstanding, the Purchaser shall make Qualifying Offers to a sufficient number of Seller Employees at each Seller location to avoid triggering any Liability or notification obligations on any Seller or the Purchaser under the WARN Act or any similar state or local law.

(c) All Qualifying Offers made by the Purchaser pursuant to Section 7.2(b) will be made in accordance with all applicable Legal Requirements, will be conditioned only on the occurrence of the Closing, and will remain open for a period expiring no earlier than the Closing Date. Such offers may provide, to the extent permitted by applicable Legal Requirements, that the continuing provision of service by Seller Employee following the Closing Date will be deemed acceptance of the offer. Following acceptance of such offers, the Purchaser will provide written notice thereof to Sellers.

(d) The following will be applicable with respect to the Hired Employees:

(i) With respect to welfare benefit plans that provide medical, dental or vision care coverage, Hired Employees shall receive, for purposes of eligibility to participate in such welfare benefit plans, credit for all service with Sellers and Purchaser shall waive any pre-existing condition exclusions and waiting periods to allow Hired Employees to commence participation in such Purchaser's welfare benefit plans upon Closing.

In addition, with respect to the calendar year in which the Closing Date occurs, all health care expenses incurred by any such employees or any eligible dependent thereof, including any alternate recipient pursuant to qualified medical child support orders, in the portion

of the calendar year preceding the Closing Date that were qualified to be taken into account for purposes of satisfying any deductible or out-of-pocket limit under Seller health care plans will be taken into account for purposes of satisfying any deductible or out-of-pocket limit under the health care plan of the Purchaser for such calendar year.

(ii) With respect to service and seniority, the Purchaser will, for each Hired Employee recognize the service and seniority recognized by Sellers for all purposes, including the determination of eligibility, the extent of service or seniority related benefits such as vacation and sick pay benefits, notice of termination, termination, and severance pay and levels of benefits, except to the extent such credit would result in the duplication of benefits for the same period of service.

(iii) With respect to the defined contribution plans sponsored by Sellers (the "Savings Plan"), Sellers will vest Hired Employees in their Savings Plan account balances as of the Closing Date. The Purchaser will take all actions reasonably necessary to cause the Purchaser defined contribution plan in which Hired Employees are eligible to participate (1) to recognize the service that the Hired Employees had in the Savings Plan for purposes of determining such Hired Employees' eligibility to participate, vesting, attainment of retirement dates, contribution levels, and, if applicable, eligibility for optional forms of benefit payments for their period of service with Sellers prior to the Closing Date; provided that such credit does not result in duplication of benefits, and (2) to accept direct rollovers of Hired Employees' account balances in the Savings Plan, including transfers of loan balances and related promissory notes, provided that such loans would not be treated as taxable distributions at any time prior to such transfer, and further provided that it does not require an amendment of Purchaser's existing plan.

(A) With respect to Sellers' flexible spending plan, between the date of this Agreement and the date of the Auction, Sellers and Purchaser agree to negotiate in good faith a mutually acceptable resolution of the flexible spending plan for the Hired Employees. The Purchaser will honor all vacation days (or payments in lieu thereof) accrued by the Hired Employees and unused as of the Closing, to the extent it constitutes Employee PTO and has not been paid out to the Hired Employees by Sellers.

(B) For any Hired Employee whose employment is governed by a Collective Bargaining Agreement, their benefits shall be substantially equivalent to the benefits applicable to such Hired Employee called for under the collective bargaining agreement proposed by Purchaser pursuant to Section 7.2(a).

(iv) Sellers will be responsible, with respect to the Business, for performing and discharging all requirements, if any, under the WARN Act and under applicable Legal Requirements for the notification of its employees of any "employment loss" within the meaning of the WARN Act or any "mass layoff" under applicable Legal Requirements that occurs prior to the Closing. The Purchaser will be responsible, with respect to Hired Employees, for performing and discharging all requirements, if any, under the WARN Act and under applicable Legal Requirements for the notification of its employees of any "employment loss" within the meaning of the WARN Act or any "mass layoff" that occurs on or following the Closing. Any workforce reductions of Hired Employees carried out within the ninety (90) day period following the Closing Date by the Purchaser shall be done in accordance with all applicable Legal

Requirements governing the employment relationship and termination thereof, including WARN. Purchaser agrees that during the ninety (90) day period following the Closing Date, it will not effectuate an "employment loss" (as that term is defined in the WARN Act and under applicable Legal Requirements) of Hired Employees such that in the aggregate, retroactively triggers obligations under the WARN Act or other applicable Legal Requirements to Sellers.

(v) Sellers shall remain solely responsible for any compensation or other amounts payable to any of Sellers' current or former employees, officers, directors, managers, independent contractors or consultants including, without limitation, hourly pay, commission, bonus, salary, fringe, pension or profit sharing benefits or severance pay for any period relating to the services with Sellers prior to the Closing, including pursuant to any key employee retention plan or key employee incentive plan, which sums with respect to each Hired Employee shall be reserved for or fully funded into Sellers' payroll account prior to or at Closing, except for payments relating to Employee PTO assumed by the Purchaser. Purchaser will be responsible for the payment of salary or wages earned by the Hired Employees after the Closing, and for all payments under Purchaser's compensation and benefit plans or programs arising from or relating to their employment by Purchaser from and after the Closing.

(vi) Sellers shall remain solely responsible for the satisfaction of all claims for medical, dental, life insurance, accident or disability benefits brought by or in respect of Hired Employees or the spouses, dependents or beneficiaries thereof, which claims relate to events occurring on or prior to the Closing Date. Sellers also shall remain solely responsible for all worker's compensation claims of any current or former employees, officers, directors, managers, independent contractors or consultants of the Business which relate to events occurring on or prior to the Closing Date. Seller shall pay, or cause to be paid, all such amounts to all Hired Employees as and when due.

(vii) Eligible Employees who have received a Qualifying Offer from the Purchaser and would otherwise qualify to be Hired Employees but who on the Closing Date are not actively at work due to a leave of absence covered by the Family and Medical Leave Act or other applicable Legal Requirements or are not actively at work due to military leave or other authorized leave of absence, including short term disability, will be treated as Hired Employees on the date that they are able to return to work (provided that such return to work occurs within the authorized period of their leaves following the Closing Date or otherwise within the period prescribed by applicable Legal Requirements for such leaves) and perform the essential functions of their jobs, subject to the Purchaser providing any accommodation required by applicable Legal Requirement, and the Sellers shall be responsible for all compensation, benefits and any other costs or responsibilities associated with respect to such individuals relating to the time between the Closing Date and when they become Hired Employees of the Purchaser (and the Purchaser shall be responsible thereafter).

(e) The provisions of this Section 7.2 are not, and will not be construed as being, for the benefit of any Person other than the Parties hereto and are not enforceable by any Persons other than such Parties.

7.3 Collection of Receivables.

(a) For a period of not less than 90 (ninety) days following the Closing Date, Purchaser shall transfer money in the collection of any accounts receivable included in the Excluded Assets.

(b) In addition to Section 2.6(c)(ii), for a period of not less than 90 (ninety) days following the Closing Date, Sellers shall use reasonable best efforts to transfer money that is a Purchased Asset or the collection of post-Closing accounts receivables that belong to Purchaser from Sellers' and their Affiliates' bank account(s) to such Purchaser's bank account(s).

(c) To the extent permitted by the applicable bank, after the Closing Date, Sellers shall use commercially reasonable efforts to transfer to Purchaser ownership and control of such bank accounts used by Sellers solely for the collection of accounts receivables and payments from customers of the Business occurring, being conducted on or out of or arising from the Purchased Owned Real Property or Assumed Leased Real Property or the Purchased Assets.

7.4 Asset Transfer. Nothing contained herein is intended to create or demonstrate a relationship of principal and agent, partners, joint venturers, or any other relationship, fiduciary or otherwise between the Purchaser, and the Sellers agree and acknowledge that the Purchaser is not entering into this Agreement in any such capacity of the Purchaser. Notwithstanding anything in this Agreement to the contrary, at its option the Purchaser may direct that specifically identified items of its Purchased Assets be conveyed not to the Purchaser but to an Affiliate or designee (an "Asset Assignee").

7.5 Mutual Release.

(a) Effective as of the Closing, the Purchaser, on behalf of itself and its successors, assigns, Representatives, administrators and agents, and any other person or entity claiming by, though, or under any of the foregoing, does hereby unconditionally and irrevocably release, waive and forever discharge each Seller and each of the Sellers' past and present directors, officers, employees, advisors, accountants, investment bankers, attorneys, and agents from any and all claims, demands, damages, judgments, causes of action and liabilities or any nature whatsoever, whether or not known, suspected or claimed, arising directly or indirectly from any act, omission, event or transaction occurring (or any circumstances existing) with respect to the Business on or prior to the Closing; provided, however, that nothing contained herein shall release any rights or Claims which constitute Purchased Assets or rights or Claims under or acts, omission, event or transaction occurring with respect to this Agreement, the Ancillary Documents and the transactions contemplated by this Agreement.

(b) Effective as of the Closing, each Seller, on behalf of itself and its successors, assigns, Representatives, administrators and agents, and any other person or entity claiming by, though, or under any of the foregoing, does hereby unconditionally and irrevocably release, waive and forever discharge Purchaser and each of the Purchaser's past and present directors, officers, employees, advisors, accountants, investment bankers, attorneys, and agents from any and all claims, demands, damages, judgments, causes of action and liabilities or any nature whatsoever, whether or not known, suspected or claimed, arising directly or indirectly from any act, omission, event or transaction occurring (or any circumstances existing) with respect to the Business on or prior to the Closing, provided, however, that nothing contained herein shall

release any rights under or acts, omission, event or transaction occurring with respect to this Agreement, the Ancillary Documents and the transactions contemplated by this Agreement.

7.6 Adequate Assurances Regarding Assumed Contracts, Assumed Equipment Leases and Assumed Real Property Leases. With respect to each Assumed Contract, Assumed Equipment Lease and each Assumed Real Property Lease, the Purchaser will use commercially reasonable efforts to provide adequate assurance as required under the Bankruptcy Code for the future performance by the Purchaser of each such Assumed Contract, Assumed Equipment Lease and Assumed Real Property Lease included in its Purchased Assets. The Purchaser and Sellers agree that they will promptly take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Assumed Contracts, Assumed Equipment Leases and the Assumed Real Property Leases, such as furnishing affidavits, non-confidential financial information or other documents or information for filing with the Bankruptcy Court and making the Purchaser's and Sellers' employees and representatives available to testify before the Bankruptcy Court.

7.7 Reasonable Access to Records and Certain Personnel. In order to facilitate Sellers' efforts to (i) administer and close the Bankruptcy Case, and (ii) prepare tax returns (together, the "Post-Close Filings"), for a period of one (1) year following the Closing, the Purchaser shall permit Sellers and Sellers' counsel and accountants (collectively, "Permitted Access Parties") during regular business hours, with reasonable notice, reasonable access to the financial and other books and records that comprised part of the Purchased Assets that are required to complete the Post-Close Filings, which access shall include (A) the right of such Permitted Access Parties to copy, at such Permitted Access Parties' expense, such required documents and records and (B) the Purchaser's copying and delivering to the relevant Permitted Access Parties such documents or records as they require, but only to the extent such Permitted Access Parties furnish the Purchaser with reasonably detailed written descriptions of the materials to be so copied and the applicable Permitted Access Party reimburses the Purchaser for the costs and expenses of such copies and any such other costs the Purchaser incurs in connection with providing the Permitted Access Parties access to such records; provided, however, that the foregoing rights of access shall not be exercisable in such a manner as to interfere with the normal operations of the Purchaser's business. Notwithstanding anything contained in this Section 7.7 to the contrary, in no event shall Sellers have access to any information that, based on advice of the Purchaser's counsel, could (1) reasonably be expected to create liability under applicable Legal Requirement, or waive any legal privilege, (2) result in the discharge of any Trade Secrets of the Purchaser, its Affiliates or any third parties or (3) violate any obligation of the Purchaser with respect to confidentiality.

SECTION 8
CONDITIONS TO CLOSING

8.1 Conditions to Obligations of Each Party. The respective obligations of each Party to effect the sale and purchase of the Purchased Assets shall be subject to the fulfillment (or, if permitted by applicable Legal Requirement, waiver) on or prior to the Closing Date, of the following conditions:

(a) the Bidding Procedures Order and the Sale Order shall have been entered and become Final Orders; and

(b) no Governmental Authority shall have enacted, issued, promulgated or entered any Order that is in effect and has the effect of making illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement that has not been withdrawn or terminated.

8.2 Conditions to Obligations of the Purchaser.

(a) The obligation of the Purchaser to purchase the Purchased Assets contemplated by this Agreement shall be subject to the fulfillment or waiver on or prior to the Closing Date of the following additional conditions:

(i) the representations and warranties of Sellers contained herein shall be true and correct as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which case, such representations and warranties shall be true and correct in all respects as of such earlier date), interpreted without giving effect to any Material Adverse Effect or materiality qualifications therein, except where all failures of such representations and warranties to be true and correct, in the aggregate, do not have a Material Adverse Effect, and the Purchaser shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof;

(ii) the covenants and agreements that Sellers are required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects, and the Purchaser shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof; and

(iii) Sellers shall be prepared to deliver, or cause to be delivered, to the Purchaser all of the items set forth in Section 3.7.

(b) Any condition specified in Section 8.2(a) may be waived by the Purchaser; provided that no such waiver shall be effective against the Purchaser unless it is set forth in a writing executed by the Purchaser.

8.3 Conditions to Obligations of Sellers.

(a) The obligation of Sellers to sell the Purchased Assets contemplated by this Agreement shall be subject to the fulfillment or waiver on or prior to the Closing Date of the following additional conditions:

(i) the representations and warranties of the Purchaser contained herein shall be true and correct in all material respects as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which case, such representations and warranties shall be true and correct in all respects as of such earlier date) and Sellers shall have received a certificate of the Purchaser to such effect signed by a duly authorized officer thereof;

(ii) the covenants and obligations that the Purchaser is required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects, and Sellers shall have received a certificate of the Purchaser to such effect signed by a duly authorized officer thereof; and

(iii) each of the deliveries required to be made to Sellers pursuant to Section 3.6 shall have been so delivered.

(b) Any condition specified in Section 8.3(a) may be waived by Sellers; provided that no such waiver shall be effective against Sellers unless it is set forth in writing executed by Sellers.

SECTION 9
TERMINATION

9.1 Termination. This Agreement may be terminated, and the transactions contemplated hereby may be abandoned, by written notice promptly given to the other Parties hereto, at any time prior to the Closing Date:

(a) by mutual written consent of the Purchaser and Sellers;

(b) by either the Purchaser or Sellers if any Order that prohibits the consummation of the transaction shall have become final and not appealable;

(c) by either the Purchaser or Sellers upon ten (10) calendar days' written notice of such termination to the other Parties, if the Closing shall not have occurred on or prior to the first Business Day which is 120 days after the Petition Date (the "Termination Date");

(d) by written notice from Sellers to the Purchaser, if the Purchaser breaches or fails to perform in any respect any of its representations, warranties or covenants contained in this Agreement and such breach or failure to perform: (i) would give rise to the failure of a condition set forth in Section 8.3(a)(i) or Section 8.3(a)(ii), or (ii) cannot be or has not been cured within fourteen (14) Business Days following delivery of notice to the Purchaser of such breach or failure to perform; provided, however, that Sellers shall not be permitted to terminate this Agreement pursuant to this Section 9.1(d) if Sellers are then in breach of the terms of this Agreement such that the conditions set forth in Section 8.2(a)(i) or 8.2(a)(ii)would not be satisfied;

(e) by written notice from the Purchaser to Sellers, if any Seller breaches or fails to perform in any respect any of Sellers' representations, warranties or covenants contained in this Agreement and such breach or failure to perform: (i) would give rise to the failure of a condition set forth in Section 8.2(a)(i) or Section 8.2(a)(ii)(ii) cannot be or has not been cured within fourteen (14) Business Days following delivery of notice to Sellers of such breach or failure to perform; provided, however, that the Purchaser shall not be permitted to terminate this Agreement pursuant to this Section 9.1(e) if the Purchaser is then in breach of the terms of this Agreement such that the conditions set forth in Section 8.3(a)(i) or 8.3(a)(ii) would not be satisfied;

(f) by the Purchaser, if (i) the Sellers withdraw the Sale Motion, (ii) the Sellers move to voluntarily dismiss the Bankruptcy Cases or the Bankruptcy Court otherwise

orders, (iii) the Sellers move for conversion of the Bankruptcy Cases to chapter 7 of the Bankruptcy Code or the Bankruptcy Court otherwise orders, (iv) the Sellers or any party other than the Purchaser move for appointment of an examiner with expanded powers pursuant to section 1104 of the Bankruptcy Code or a trustee in the Bankruptcy Cases or the Bankruptcy Court otherwise orders, (v) the Purchaser is not selected as the successful bidder or Next-Highest Bidder at the conclusion of the Auction or (vi) there is in effect a Final Order of a Governmental Authority of competent jurisdiction restraining, enjoining, or otherwise prohibiting the consummation of the sale contemplated by this Agreement; or

(g) by either the Purchaser or Sellers if the Bankruptcy Court approves an Alternative Transaction.

For purposes of this Section 9.1, "Alternative Transaction" means the following transactions with or by any Person or group (other than the Purchaser): a sale, lease or other disposition directly or indirectly by merger, consolidation, tender offer, share exchange or otherwise of the Purchased Assets or any portion thereof.

9.2 Effect of Termination. In the event of termination of this Agreement by either Party, all rights and obligations of the Parties under this Agreement shall terminate without any liability of any Party to any other Party except as otherwise provided in Sections 9.4 and 9.5 and except that each Party shall be liable for Fraud or any willful breach of this Agreement by such Party. Notwithstanding the foregoing, the provisions of Section 6.1(a), Section 9.2, Section 9.5, Section 10 and Section 11 shall expressly survive the expiration or termination of this Agreement (and, to the extent applicable to the interpretation or enforcement of such provisions, Section 1).

9.3 Purchaser's Right to Exclude Certain Contracts and Leases. In addition to whatever Termination rights Purchaser has under the provisions of Section 9.1, Purchaser shall have the right, at its sole option, to remove (a) any Real Property Lease from the schedule of Assumed Real Property Leases, and make it an Excluded Lease, and (b) any Contract from the schedule of Assumed Contracts (other than the Bridgestone Contract with respect to the tires on the Purchased Vehicles), and make it an Excluded Contract. In the event that (a) above occurs, the Equipment, Vehicles and other Purchased Assets located on such Owned Real Property or Leased Real Property (i) shall remain Purchased Assets and (ii) Purchaser shall have thirty (30) days after the Closing, without being charged any rent or storage charges, to remove, at its expense, any Purchased Assets located on such Leased Real Property, after which such Purchased Assets shall be deemed abandoned by Purchaser and may be disposed of by Sellers, at their expense, in any manner they determine is appropriate.

9.4 Good Faith Deposit. As set forth in Section 3.3, in the event that this Agreement is terminated under Section 9.1(d), Sellers shall retain the Good Faith Deposit and the Purchaser shall have no further rights thereto. In the event that this Agreement is terminated under Section 9.1(a), (b), (c), (e), (f), or (g) and provided that the Purchaser is not in material breach of any provision of this Agreement prior to such termination and provided further that in the case of Sections 9.1(e), (f), or (g) the Purchaser is ready, willing and able to close the transactions contemplated hereby, the Escrow Holder shall disburse to the Purchaser any amounts held in the escrow (plus any interest or income thereon) pursuant to the Bidding Procedures. If the Agreement is terminated and the Good Faith Deposit would otherwise have been returned to the Purchaser under the immediately

preceding sentence but for the second proviso therein, and provided that Sellers are not in material breach of any provision of this Agreement prior to such termination, then, such Good Faith Deposit shall instead be paid over to Sellers without further action or deed and the Purchaser shall have no further rights thereto.

9.5 Purchaser Protections. In consideration of the Purchaser having expended considerable time and expense in connection with this Agreement and the negotiation thereof, and the identification and quantification of assets to be included in the Purchased Assets, and to compensate the Purchaser as a stalking-horse bidder in connection with the Auction, (i) should this Agreement be terminated pursuant to Section 9.1(g) then in such event the Sellers shall pay to the Purchaser within one (1) Business Day of the consummation of such Alternative Transaction an amount equal to $445,080 (the "Break-Up Fee") and (ii) should this Agreement be terminated pursuant to Sections 9.1(e), 9.1(f) or 9.1(g) then in such event the Sellers shall pay to the Purchaser within five (5) Business Days reimbursement of all of Purchaser's documented, out of pocket costs and expenses, including without limitation the fees and expenses of its attorneys, consultants and accountants, in an amount not to exceed $148,360 (the "Expense Reimbursement"). Any Break-Up Fee and Expense Reimbursement amount (collectively, the "Bid Protections") that are payable to the Purchaser pursuant to this Section shall, to the extent applicable, be paid from the proceeds of the Alternative Transaction at the closing thereof and such proceeds equal to the amount of such Bid Protections shall be expressly carved-out from the collateral of the DIP Lenders. For the avoidance of doubt, the foregoing applies whether the Alternate Transaction is consummated pursuant to section 363 of the Bankruptcy Code or pursuant to a plan.

SECTION 10
SURVIVAL

The representations and warranties of the Purchaser and Sellers made in this Agreement and the covenants of the Purchaser and Sellers contained in this Agreement that, by their terms, are to be performed prior to the Closing shall not survive the Closing Date and shall be extinguished by the Closing and the consummation of the transaction contemplated by this Agreement. Absent Fraud, if the Closing occurs, the Purchaser shall not have any remedy against Sellers, and Sellers shall not have any remedy against the Purchaser or its designee(s) or Affiliates for (a) any breach of a representation or warranty contained in this Agreement (other than to terminate the Agreement in accordance with the terms hereof) and (b) any breach of a covenant contained in this Agreement with respect to the period prior to the Closing Date.

SECTION 11
GENERAL PROVISIONS

11.1 Confidential Nature of Information. Sellers, on the one hand, and the Purchaser, on the other, agrees that it will treat in confidence all documents, materials and other information that it shall have obtained regarding the Purchaser and its Affiliates and Sellers and their respective Affiliates, respectively, during the course of the negotiations leading to the consummation of the transactions contemplated hereby (whether obtained before or after the date of this Agreement), the investigation provided for herein and the preparation of this Agreement and other related documents. Such documents, materials and information shall not be disclosed or communicated to any third Person (other than, in the case of the Purchaser, to its counsel, accountants, financial

advisors and potential lenders, and in the case of Sellers, to their counsel, accountants and financial advisors). No Party shall use any confidential information referred to in the first sentence of this paragraph in any manner whatsoever except solely for the purpose of evaluating the proposed purchase and sale of the Purchased Assets and the enforcement of its rights hereunder and under the Ancillary Documents; provided, however, that after the Closing, the Purchaser may use or disclose any confidential information included in the Purchased Assets and may use or disclose other confidential information that is otherwise reasonably related to the Business or the Purchased Assets. The obligation of each Party to treat such documents, materials and other information in confidence shall not apply to any information that (a) is or becomes available to such Party from a source other than the disclosing Party, provided such other source was not, and such Party would have no reason to believe such source was, subject to a confidentiality obligation in respect of such information, (b) is or becomes available to the public other than as a result of disclosure by such Party or its agents, (c) is required to be disclosed under applicable law or judicial process, including the Bankruptcy Case, but only to the extent it must be disclosed, (d) such Party reasonably deems necessary to disclose to obtain any of the consents or approvals contemplated hereby or (e) Sellers deem necessary to disclose to comply with the Bidding Procedures Order.

11.2 No Public Announcement. Neither Sellers nor the Purchaser shall, without the approval of the other make any press release or other public announcement concerning the transactions contemplated by this Agreement, except as and to the extent that any such Party shall be so obligated by law, including as may be required by the Bankruptcy Case, the Bidding Procedures Order or other Order of the Bankruptcy Court, the Bankruptcy Code, securities laws, or the rules of any stock exchange, in which case the other Party or Parties shall be advised prior to such disclosure and the Parties shall use their reasonable best efforts to cause a mutually agreeable release or announcement to be issued.

11.3 Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be given or delivered by personal delivery, by electronic mail or by a nationally recognized private overnight courier service addressed as follows:

If to Purchaser, to:	Jeffrey Brush jeff@Avalontrans.com
with a copy to (which shall not constitute notice):	Barry Weisz and Mark T. Power THOMPSON COBURN LLP 10100 Santa Monica Boulevard, Suite 500 Los Angeles, CA 90067 bweisz@thompsoncoburn.com mpower@thompsoncoburn.com

If to Sellers, to:	c/o Coach USA, Inc. 160 S. Route 17 North Paramus, NJ 07652 ATTN: Derrick Waters Linda Burtwistle Ross Kinnear E-mail: derrick.waters@coachusa.com, linda.burtwistle@coachusa.com, ross.kinnear@coachusa.com
with a copy to (which alone shall not constitute notice):	Alston & Bird LLP 90 Park Avenue New York, NY 10016-1387 ATTN: Matthew Kelsey Eric Wise William Hao E-mail: matthew.kelsey@alston.com eric.wise@alston.com william.hao@alston.com Young Conaway Stargatt & Taylor, LLP Rodney Square 1000 North King Street Wilmington, Delaware 19801 ATTN: Sean Beach Joe Mulvihill E-mail: sbeach@ycst.com jmulvihill@ycst.com

or to such other address as such party may indicate by a notice delivered to the other party hereto.

All notices and other communications required or permitted under this Agreement that are addressed as provided in this Section 11.3 if delivered personally shall be effective upon delivery, if by overnight carrier shall be effective one (1) Business Day following deposit with such overnight carrier, if delivered by mail, shall be effective three (3) days following deposit in the United States certified mail, postage prepaid, and if by e-mail prior to 6:00 p.m. ET, on the date of delivery to the email address set forth above, and if by e-mail at or after 6:00 p.m. ET, on the next Business Day, in each case provided the computer record indicates a full and successful transmission and no failure message is generated.

11.4 Successors and Assigns.

(a) Except as expressly provided for in this Agreement, the rights and obligations of the Parties under this Agreement shall not be assignable by such Parties without the written consent of the other Parties hereto.

(b) This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. The successors and permitted assigns hereunder shall include any permitted assignee as well as the successors in interest to such permitted assignee (whether by merger, consolidation, liquidation (including successive mergers, consolidations or liquidations) or otherwise). Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any Person other than the Parties and successors and assigns permitted by this Section 11.4 any right, remedy or claim under or by reason of this Agreement.

11.5 Entire Agreement; Amendments; Schedules. This Agreement, the Confidentiality Agreement, the Ancillary Documents and the Schedules referred to herein contain the entire understanding of the Parties hereto with regard to the subject matter contained herein or therein, and supersede all prior agreements, understandings or letters of intent between or among any of the Parties hereto with respect to such subject matter. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the Parties.

11.6 Waivers. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the Party or Parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any Party, it is authorized in writing by an authorized representative of such Party. Except as otherwise provided herein, the failure of any Party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

11.7 Expenses. Unless otherwise set forth herein, each Party will pay all costs and expenses incident to its negotiation and preparation of this Agreement and to its performance and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including the fees, expenses and disbursements of its counsel and accountants.

11.8 Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

11.9 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement and shall become binding when one or more counterparts have been signed by and delivered to each of the Parties hereto. Delivery of an executed counterpart of a signature page to this Agreement by electronic delivery (i.e., by electronic mail of a PDF signature page) shall be effective as delivery of a manually executed counterpart of this Agreement.

11.10 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed in that State.

(a) All Actions arising out of or relating to this Agreement, including the resolution of any and all disputes hereunder, shall be heard and determined in the Bankruptcy Court, and the Parties hereby irrevocably submit to the exclusive jurisdiction of the Bankruptcy Court in any such Action and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action. The Parties hereby consent to service of process by overnight mail (in accordance with Section 11.3) or any other manner permitted by law.

(b) THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SELLERS, THE PURCHASER, OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

11.11 No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind; provided, however, that the Administrative Agent and the DIP Agent are and will remain a third-party beneficiary of, to, and under this Agreement to the extent of any Encumbrances or other rights or interests of the Administrative Agent and the Lenders or the DIP Agent and the DIP Lenders arising in or under, or otherwise relating to, the terms of this Agreement. Notwithstanding anything in this Agreement to the contrary, the undersigned each acknowledges, confirms, and agrees that all of Sellers' rights and interests in, under, and to this Agreement, including all of Sellers' rights and interests in, under, and to the Good Faith Deposit, are subject to any Encumbrances and other rights or interests therein from time to time granted or otherwise provided to the Administrative Agent and the DIP Agent, including under or in connection with any cash collateral order, debtor-in-possession financing order, or related documentation from time to time approved by the Bankruptcy Court, and including any Encumbrances granted or provided to the Administrative Agent or the DIP Agent from time to time under any of Sections 361 or 364 of the Bankruptcy Code.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Asset Purchase Agreement to be executed the day and year first above written.

PURCHASER:

Avalon Transportation, LLC

By: 

Name: Jeff Brush

Title: President

[Signatures Continue on Following Pages]

SELLERS:

LENZNER TOURS, INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

LENZNER TRANSPORTATION GROUP, INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

LENZNER TOURS, LTD

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

LENZNER TRANSIT, INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

TRANSPORTATION MANAGEMENT SERVICES, INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

[Signatures Continue on Following Pages]

SELLERS (CONT.):

KERRVILLE BUS COMPANY, INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

ALL WEST COACHLINES, INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

AMERICA COACH LINES OF ATLANTA, INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

COACH LEASING, INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

CAM LEASING, LLC

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

COACH USA, INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

COACH USA ADMINISTRATION, INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

SCHEDULE A

SELLERS

Sellers

1. **Lenzner Tours, Inc.**
2. **Lenzner Transportation Group, Inc.**
3. **Lenzner Tours, LTD**
4. **Lenzner Transit, Inc.**
5. **Transportation Management Services, Inc.**
6. **Kerrville Bus Company, Inc.**
7. **All West Coachlines, Inc.**
8. **America Coach Lines of Atlanta, Inc.**
9. **Coach Leasing, Inc.**
10. **CAM Leasing, LLC**
11. **Coach USA, Inc.**
12. **Coach USA Administration, Inc.**

EXHIBIT A

FORM OF ASSUMPTION AND ASSIGNMENT AGREEMENT

EXHIBIT B

FORM OF BIDDING PROCEDURES ORDER

EXHIBIT C

FORM OF BILL OF SALE

EXHIBIT D

FORM OF SALE ORDER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
COACH USA, Inc., *et al*.,[1]	Case No. (Jointly Administration Requested)
Debtors.	Ref. Docket Nos. _____

ORDER AUTHORIZING AND APPROVING (I) SALE OF CERTAIN OF THE DEBTORS' NON-CORE ASSETS, FREE AND CLEAR OF LIENS, CLAIMS, RIGHTS, ENCUMBRANCES, AND OTHER INTERESTS, (II) ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (III) GRANTING RELATED RELIEF

Upon the motion (the "Sale Motion")[2] filed by the above captioned debtors and debtors-in-possession (collectively, the "Debtors") seeking entry of an order (the "Order"), pursuant to sections 105(a), 363, 365, and 1113 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6003, 6004, 6006, 9007, 9008 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 2002-1, 6004-1, 9006-1, and 9013-1(m) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules") authorizing and approving (i) the sale of certain of the Debtors' non-core assets (the "Sale") free and clear of all Liabilities, Indebtedness and Encumbrances (other

[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] The Sale Motion was filed on June [_], 2024 as *Debtors' Motion for Entry of (A) An Order (I) Approving Bidding Procedures in Connection with the Sale of Substantially All of the Debtors' Assets, (II) Designating Stalking Horse Bidders and Stalking Horse Bidder Protections, (III) Scheduling Auction for and a Hearing to Approve the Sale of Assets, (IV) Approving Notice of Respective Date, Time and Place for Auction and for a Hearing on Approval of the Sale, (V) Approving Procedures for the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (VI) Approving Form and Manner of Notice Thereof, and (VII) Granting Related Relief; and (B) Orders Authorizing and Approving (I) The Sale of the Debtors' Assets Free and Clear of Liens, Claims, Rights, Encumbrances, and Other Interests, (II) The Assumption and Assignment of Certain Executory Contracts, and Unexpired Leases, and (III) Granting Related Relief.*

than Assumed Liabilities and Permitted Encumbrances), pursuant to the terms of the Asset Purchase Agreement dated June [_], 2024 between the Debtors identified as Sellers set forth on Schedule A thereto ("Sellers") and Avalon Transportation, LLC or its designee(s) ("Purchaser"), a copy of which is annexed hereto as Exhibit A (the "Agreement") which is incorporated herein by reference,[3] (ii) the assumption and assignment of certain executory contracts and unexpired leases, and (iii) granting related relief; and this Bankruptcy Court having entered an order dated June [_], 2024 (the "Bidding Procedures Order"), (i) approving bidding procedures in connection with the sale of substantially all of the Debtors' assets, (ii) designating Stalking Horse Bidders and Bid Protections, (iii) scheduling an auction for (the "Auction") and a hearing to approve the sale (the "Sale Hearing") of assets, (iv) approving notice of respective date, time and place for auction and for a hearing on approval of the sale, (v) approving procedures for the assumption and assignment of certain executory contracts and unexpired leases, (vi) approving form and manner and notice thereof, and (vii) granting related relief; and the Bankruptcy Court having jurisdiction to consider the Sale Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157(b)(2) and 1334; and consideration of the Sale Motion, the relief requested therein, and the responses thereto being a core proceeding in accordance with 28 U.S.C. § 157(b); and the appearance of all interested parties and all responses and objections to the Sale Motion having been duly noted in the record of the Sale Hearing; and upon the record of the Sale Hearing, and all other pleadings and proceedings in these Chapter 11 Cases, including the Sale Motion; and it appearing that the relief requested in the Sale Motion is in the best interests of the Debtors, their estates, their creditors and all other parties in interest; and after due deliberation and sufficient cause appearing therefor;

[3] Capitalized terms not defined herein shall have the meanings ascribed to such terms as in the Agreement, or if not defined in the Agreement, in the Sale Motion

IT IS HEREBY FOUND, DETERMINED AND CONCLUDED THAT:

A. The findings and conclusions set forth herein constitute the Bankruptcy Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

B. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. The Bankruptcy Court has jurisdiction over this matter and over the property of the Debtors' estates, including the Purchased Assets to be sold, transferred or conveyed pursuant to the Agreement, and their respective estates 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 February 29, 2012. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these Chapter 11 Cases and the Sale Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The Court may enter a final order with respect to the Sale Motion, the Agreement, the transactions contemplated thereby, and all related relief, in each case, consistent with Article III of the United States Constitution.

D. This Order constitutes a final and appealable order as set forth in 28 U.S.C. § 158(a), except as otherwise set forth herein.

E. The Purchased Assets constitute property of the Debtors' estates, and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code.

F. The statutory predicates for the relief sought in the Sale Motion and the basis for the approvals and authorizations herein are (i) sections 105(a), 363, 365, 503,507, and 1113 of

Bankruptcy Code, (ii) Bankruptcy Rules 2002, 6003, 6004, 6006, 9007, 9008, and 9014 and (iii) Local Rules 2002-1, 6004-1, 9006-1, and 9013-1(m).

G. On June [_], 2024 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. Since the Petition Date, the Debtors have continued in possession of their properties and are operating and managing their business as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

H. On June [_], 2024, the Office of the United States Trustee (the "UST") appointed an official committee of unsecured creditors (the "Committee").

I. On June [_], 2024, the Court entered the Final Order Authorizing Debtors to [___] [Doc. No. __] (as amended, supplemented or otherwise modified from time to time, the "DIP Order").

Proper Notice and Opportunity to Object

J. As evidenced by the affidavits of service filed with the Bankruptcy Court, proper, timely, adequate, and sufficient notice of the Sales, Sale Motion, the Auction, and the Sale Hearing have been provided in accordance with section 363(b) of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 9006, 9007, 9008 and 9014, the Local Rules, and in compliance with the Bidding Procedures Order and the Agreement.

K. As evidenced by the affidavits of service filed with the Bankruptcy Court, proper, timely, adequate, and sufficient notice of the assumption and assignment of the Assumed Contracts, Assumed Equipment Leases, and Assumed Real Property Leases (collectively, the "Assigned Contracts") have been provided in accordance with sections 365 and 1113 of the Bankruptcy Code.

L. On June [_], 2024, the Debtors mailed notice of the sale to, among others, 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) proposed counsel for any official committee appointed in the Chapter 11 Cases; (d) counsel to Wells Fargo Bank, National Association in its capacity as DIP Agent and Prepetition ABL Administrative Agent; (e) counsel to the Stalking Horse Bidders; (f) the United States Attorney for the District of Delaware; (g) the attorneys general for each of the states in which the Debtors conduct business operations; (h) the Internal Revenue Service; (i) the Securities and Exchange Commission; (j) all known taxing authorities for the jurisdictions to which the Debtors are subject; (k) all environmental authorities having jurisdiction over any of the Assets; (l) all state, local or federal agencies, including any departments of transportation, having jurisdiction over any aspect of the Debtors' business operations; (m) all entities known or reasonably believed to have asserted a lien on any of the Assets; (n) counterparties to the Debtors' executory contracts and unexpired leases; (o) all persons that have expressed to the Debtors an interest in a transaction with respect to the Assets during the past six (6) months; (p) the State of Texas, acting through the Texas Department of Transportation; (q) the office of unclaimed property for each state in which the Debtors conduct business; (r) the Pension Benefit Guaranty Corporation; (s) the Surface Transportation Board and all other Governmental Authorities (as defined in the NewCo Stalking Horse APA) with regulatory jurisdiction over any consent required for the consummation of the transactions; (t) the Federal Motor Carrier Safety Administration; (u) the Federal Trade Commission; (v) the U.S. Department of Justice; (w) each of the Unions; and (x) those parties who have formally filed a request for notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002 at the time of service (collectively, the "Sale Notice Parties").

M. In addition to the foregoing notice, the Debtors advertised the proposed Sale and the relief requested in this Order on the website of the Debtors' proposed claims and noticing agent, Kroll Restructuring Administration LLC on June [_], 2024.

N. Such notice was sufficient and appropriate under the particular circumstances. No other or further notice of the Sale Motion, the Auction, the Sale Hearing, the assumption and assignment of the Assigned Contracts or of the entry of this Order is necessary or shall be required.

O. A reasonable opportunity to object or be heard regarding the requested relief in the Sale Motion and the Order has been afforded to all interested persons and entities, including, without limitation, the Sale Notice Parties. Other parties interested in bidding on the Purchased Assets were provided, upon request, sufficient information to make an informed judgment on whether to bid on the Purchased Assets.

Proper Bases For Sale and Assumption/Assignment of Contracts

P. The Debtors have demonstrated a sufficient basis and compelling circumstances requiring them to enter into the Agreement, sell the Purchased Assets and assume and assign the Assigned Contracts under section 363, 365, and 1113 of the Bankruptcy Code prior to confirmation of a plan of reorganization under section 1129 of the Bankruptcy Code, and such actions are appropriate exercises of the Debtors' business judgment and in the best interests of the Debtors, their estates and their creditors. Such business reasons include, but are not limited to, the fact that (i) there is a provision in the Agreement providing for an automatic reduction in the Purchase Price if the Closing is delayed past August [19], 2024, (ii) there is substantial risk of deterioration of the value of the Purchased Assets if the Sale is not consummated quickly; (iii) the Agreement constitutes the highest and best offer for the Purchased Assets; (iv) the Agreement and the Closing will present the best opportunity to realize the value of the Debtors on a going-concern basis and

avoid decline in the Debtors' business; and (v) unless the Sale is concluded expeditiously as provided for in the Sale Motion and pursuant to the Agreement, creditors' recoveries may be diminished.

Q. The Debtors have full corporate power and authority to execute the Agreement and all other documents contemplated thereby, and the Sale of the Purchased Assets has been duly and validly authorized by all necessary corporate authority by the Debtors to consummate the transactions contemplated by the Agreement. No consents or approvals, other than as may be expressly provided for in the Agreement, are required by the Debtors to consummate the Sale.

R. The Agreement was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession, or the District of Columbia. Neither the Debtors nor the Purchaser is entering into the transactions contemplated by the Agreement fraudulently for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims or similar claims.

S. The Debtors have advanced good, sufficient and sound business reasons for seeking to enter into the Agreement, as more fully set forth in the Sale Motion and as demonstrated at or before the Sale Hearing, and it is a reasonable exercise of the Debtors' business judgment to sell the Purchased Assets, including the assignment of the Assigned Contracts, and to consummate the transactions contemplated by the Agreement. Notwithstanding any requirement for approval or consent by any person, the transfer of the Purchased Assets to the Purchaser and the assumption and assignment of the Assigned Contracts is a legal, valid and effective transfer of the Purchased Assets including the Assigned Contracts.

Good Faith Findings

T. The Debtors, Purchaser and their respective counsel and other advisors have complied with the Bidding Procedures Order, the Bidding Procedures, and the Assumption and Assignment Procedures in all respects. Purchaser submitted a Qualified Bid pursuant to the Bidding Procedures approved by the Court, was determined to be the Successful Bidder for the Purchased Assets, and was granted certain Bid Protections in accordance with the Bidding Procedures Order and the Bidding Procedures.

U. The Debtors and their advisors thoroughly and fairly marketed the Purchased Assets and conducted the related sale process in good faith and in a fair and open manner, soliciting offers to acquire the Purchased Assets from a wide variety of parties. The sale process and the Bidding Procedures were non-collusive, duly noticed, and provided a full, fair, reasonable, and adequate opportunity for any Person or any entity (as such term is defined in the Bankruptcy Code, an "Entity") that expressed an interest in acquiring the Purchased Assets, or who the Debtors believed may have an interest in acquiring, and be permitted and able to acquire, the Purchased Assets, to conduct due diligence, make an offer to purchase the Debtors' assets, including, without limitation, the Purchased Assets, and submit higher and otherwise better offers for the Purchased Assets than Purchaser's Successful Bid. The Debtors and Purchaser have negotiated and undertaken their roles leading to the Sale and entry into the Agreement in a diligent, non-collusive, fair, reasonable, and good faith manner. The sale process conducted by the Debtors pursuant to the Bidding Procedures Order and the Bidding Procedures resulted in the highest and otherwise best offer for the Purchased Assets for the Debtors and their estates, was in the best interests of the Debtors, their creditors, and all parties in interest, and any other transaction would not have yielded as favorable a result. The Debtors' determinations that the Agreement constitutes the highest and otherwise best offer for the Purchased Assets and maximizes value for the benefit of the Debtors'

estates constitutes a valid and sound exercise of the Debtors' business judgment and are in accordance and compliance with the Bidding Procedures and the Bidding Procedures Order. The Agreement represents fair and reasonable terms for the purchase of the Purchased Assets. No other Person or Entity has offered to purchase the Purchased Assets for greater overall value to the Debtors' estates than the Purchaser. Approval of the Sale Motion (as it pertains to the Sale) and the Agreement and the consummation of the transactions contemplated thereby will maximize the value of each of the Debtors' estates and are in the best interests of the Debtors, their estates, their creditors, and all other parties in interest. There is no legal or equitable reason to delay consummation of the transactions contemplated by the Agreement, including without limitation, the Sale.

V. Purchaser is not an "insider" or "affiliate" of any of the Debtors as those terms are defined in section 101 of the Bankruptcy Code, and no common identity of incorporators, directors, managers, or controlling stockholders existed between the Debtors and the Purchaser. The Purchaser is a buyer in good faith, as that term is used in the Bankruptcy Code and the decisions thereunder, and is entitled to the protections of section 363(m) of the Bankruptcy Code with respect to all of the Purchased Assets and the relief provided for in the Order. The Agreement was negotiated at arm's length and entered into in good faith and without collusion or fraud of any kind. The Purchaser has not engaged in collusion or any conduct that would otherwise control or tend to control the sale price as between or among potential bidders and, therefore, has not violated section 363(n) of the Bankruptcy Code. Neither the Debtors nor the Purchaser have engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code; or cause the application of or implicate section 363(n) of the Bankruptcy Code to the Agreement or to the consummation of the Sale and transfer of the Purchased Assets including the Assigned Contracts

to the Purchaser. In particular, (i) Purchaser recognized that the Debtors were free to deal with any other party interested in purchasing the Purchased Assets; (ii) Purchaser in no way induced or caused the chapter 11 filing by the Debtors; (iii) Purchaser has not engaged in any conduct that would cause or permit the Sale or the Agreement to be avoided or subject to monetary damages under section 363(n) of the Bankruptcy Code by any action or inaction; (iv) no common identity of directors, managers, officers, or controlling stockholders exist between Purchaser, on the one hand, and any of the Debtors, on the other hand; (v) Purchaser complied with the Bidding Procedures and all provisions of the Bidding Procedures Order and the Assumption and Assignment Procedures; (vi) Purchaser agreed to subject its Bid to the competitive Bidding Procedures set forth in the Bidding Procedures Order; and (vii) all payments to be made, and all other material agreements or arrangements entered into or to be entered into, by Purchaser in connection with the Sale have been disclosed.

W. The Purchaser has complied in good faith with the Bidding Procedures Order (including the Bidding Procedures) in all material respects. The Purchaser is entitled to all of the protections and immunities of section 363(m) of the Bankruptcy Code.

X. The terms and conditions of the Agreement, including the consideration to be realized by the Debtors pursuant to the Agreement, are fair and reasonable, and the transactions contemplated by the Agreement are in the best interests of the Debtors' estates. The total consideration provided by the Purchaser for the Purchased Assets is the highest and best offer received by the Debtors, and the Purchase Price constitutes (a) constitutes fair consideration and fair value under the Bankruptcy Code, the Uniform Voidable Transactions Act (formerly the Uniform Fraudulent Transfer Act), the Uniform Fraudulent Conveyance Act and other similar laws of the United States, any state, territory, possession, or the District of Columbia, and any foreign

jurisdiction; (b) is the highest and best value obtainable for the Purchased Assets; (c) will provide a greater recovery to creditors than would be provided by any other available alternative; and (d) constitutes reasonably equivalent value (as that term is defined in each of the Uniform Voidable Transactions Act (formerly the Uniform Fraudulent Transfer Act), the Uniform Fraudulent Conveyance Act, and section 548 of the Bankruptcy Code). Without limiting the foregoing, no objection was raised to the Sale Motion on the basis that the creditors of any particular Debtor were improperly prejudiced by the proposed Sale. Based on the evidence before the Court, the sale consideration under the Agreement constitutes adequate consideration for the Purchased Assets of each Debtor and such consideration does not disadvantage the creditors of any particular Debtor.

Transfer Free and Clear

Y. Except with respect to Assumed Liabilities and Permitted Encumbrances as expressly provided in the Agreement or this Order, effective upon the consummation of the Sale at Closing, the Purchased Assets shall be sold free and clear of all Liabilities, Indebtedness and Encumbrances (including without limitation, mortgages, restrictions, hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, options, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens, mechanics' liens, materialman's liens and other consensual and non-consensual liens and statutory liens, judgments, demands, encumbrances, rights of first refusal, offsets, set-offs, contracts, rights of recovery, claims for reimbursement, contribution, indemnity, exoneration, products liability, alter-ego, environmental, pension, or tax liabilities, decrees of any court or foreign or domestic governmental entity, or charges and interests of any kind or nature, if any, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, debts arising in any way in connection with any agreements, acts, or failures to act, of the Debtors or the Debtors' predecessors

or affiliates, claims (as that term is used in the Bankruptcy Code), reclamation claims, obligations, liabilities, demands, guaranties, options, rights, contractual and other commitments, restrictions, interests and matters of any kind and nature, whether known or unknown, choate or inchoate, filed or unfilled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of the Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity or otherwise, including claims arising under any doctrines of successor liability or alter-ego) (collectively, "Liens, Claims, Encumbrances and Interests"), with such Liens, Claims, Encumbrances and Interests, upon the Sale at Closing, to attach to the proceeds of the Sale, in the order of their priority, to be received by the Debtors in accordance with the Agreement, subject to the terms of the DIP Order and any other applicable order of the Court, and with the same priority, validity, force, and effect as such Liens, Claims, Encumbrances and Interests had immediately prior to the consummation of such Sale, and subject to the same defenses and avoidability, if any, as before the Closing, and the Purchaser would not enter into the Agreement to purchase the Purchased Assets otherwise. All proceeds of the Sale shall be remitted to the Debtors, subject to the terms of the DIP Order and any other applicable order of the Court. All Liens, Claims, Encumbrances and Interests with respect to the Excluded Assets will continue in, under, and against the Excluded Assets with the same priority, validity, force, and effect as such Liens, Claims, Encumbrances and Interests now have.

Z. The transfer of the Purchased Assets to the Purchaser is a legal, valid and effective transfer of the Purchased Assets, and, except as may otherwise be provided in the Agreement or this Order, shall vest, upon Closing, the Purchaser with all rights, titles and interests to the

Purchased Assets free and clear of any and all Liens, Claims, Encumbrances and Interests. Except as specifically provided in the Agreement or this Order, the Purchaser shall not assume or become liable for any Liens, Claims, Encumbrances and Interests relating to the Purchased Assets being sold by the Debtors.

AA. The transfer of the Purchased Assets to the Purchaser, free and clear of Liens, Claims, Encumbrances and Interests (other than the Assumed Liabilities and Permitted Encumbrances) upon the consummation of the Sale at Closing, will not result in any undue burden or prejudice to any holders of any Liens, Claims, Encumbrances and Interests in, under or against the Purchased Assets, as all such Liens, Claims, Encumbrances and Interests of any kind or nature whatsoever shall attach to the proceeds of the Sale of the Purchased Assets received by the Debtors, subject to the terms of the DIP Order and any other applicable order of the Court, in the order of their priority, with the same priority, validity, force and effect which such Liens, Claims, Encumbrances and Interests had immediately prior to the consummation of such Sale, subject to any claims and defenses the Debtors or other parties may possess with respect thereto. Except as otherwise set forth in this Order, upon consummation of the Sale in accordance with the Agreement and this Order, all persons having Liens, Claims, Encumbrances or Interests of any kind or nature whatsoever against or in any of the Debtors or the Purchased Assets, other than Assumed Liabilities and Permitted Encumbrances, shall be forever barred, estopped and permanently enjoined from pursuing or asserting such Liens, Claims, Encumbrances and Interests against the Purchaser, any of their assets, property, successors or assigns, or the Purchased Assets.

BB. The Debtors may sell the Purchased Assets free and clear of all Liens, Claims, Encumbrances and Interests of any kind or nature whatsoever, other than the Assumed Liabilities and Permitted Encumbrances, because, in each case, one or more of the standards set forth in

section 363(f) of the Bankruptcy Code has been satisfied. Those holders of Liens, Claims, Encumbrances and Interests and who did not object, or who withdrew their objections, to the Sale of the Purchased Assets and the Sale Motion, are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. All objections to the Sale Motion have been waived, overruled or resolved by agreement of the parties or as set forth in this Order. Those holders of Liens, Claims, Encumbrances and Interests who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Liens, Claims, Encumbrances and Interests, if any, attach to the proceeds of the Sale of the Purchased Assets, if any, ultimately attributable to the property against or in which they claim or may claim any Liens, Claims, Encumbrances and Interests, and with such Liens, Claims, Encumbrances and Interests being subject to treatment by separate order of the Bankruptcy Court.

CC. The Purchaser would not have entered into the Agreement if the Sale was not free and clear of all Liens, Claims, Encumbrances and Interests of any kind or nature whatsoever, other than the Assumed Liabilities and Permitted Encumbrances, as set forth in the Agreement and herein, or if the Purchaser would, or in the future could, be liable for any such Liens, Claims, Encumbrances and Interests.

DD. Not selling the Purchased Assets free and clear of all Liens, Claims, Interests and Encumbrances, other than the Assumed Liabilities and Permitted Encumbrances, to the Purchaser would adversely impact the Debtors' estates, and the Sale of Purchased Assets other than free and clear of all Liens, Claims, Interests and Encumbrances, other than the Assumed Liabilities and Permitted Encumbrances, would be of substantially less value to the Debtors' estates.

Assumption and Assignment of the Assigned Contracts.

EE. The assumption and assignment of the Assigned Contracts pursuant to the terms of this Order, the Assumption and Assignment Procedures, and Schedule 2.1(b), (c) and (j) of the Agreement, are integral to the Agreement and is in the best interests of the Debtors, their estates, their creditors and other parties in interest, and represents the exercise of sound and prudent business judgment by the Debtors. Specifically, the assumption and assignment of the Assigned Contracts (i) are necessary to sell the Purchased Assets to Purchaser, (ii) allow the Debtors to maximize the value of the Purchased Assets, including the Assigned Contracts, (iii) limit the losses suffered by the counterparties to the Assigned Contracts, and (iv) maximize the recoveries to other creditors of the Debtors by limiting the amount of claims against the Debtors' estates by avoiding the rejection of the Assigned Contracts.

Cure Notice: Adequate Assurance of Future Performance.

FF. As shown by the certificates of service filed with the Court, the Debtors have served upon each non-Debtor counterparty to such contracts (each, a "Non-Debtor Counterparty"), prior to the Sale Hearing, a notice, dated [_____], 2024 [Docket No. •] (the "Potential Assumption and Assignment Notice") that Debtors may wish to assume and assign to the Successful Bidder certain executory contracts and unexpired leases (the "Contracts") pursuant to section 365 of the Bankruptcy Code, and of the related proposed cure costs (if any) due under section 365(b) of the Bankruptcy Code (the "Cure Costs") with respect to such contracts and leases. The service of the Potential Assumption and Assignment Notice was good, sufficient and appropriate under the circumstances of the Chapter 11 Cases and complied with the Assumption and Assignment Procedures and any orders of the Court, and no other or further notice is required with respect to the Cure Costs or for the assumption and assignment of the Contracts. All Counterparties to the Contracts have had a reasonable and sufficient opportunity to object to the Cure Costs listed on

the Potential Assumption and Assignment Notice in accordance with the Assumption and Assignment Procedures. Accordingly, all Counterparties to Contracts who did not object or who withdrew their objections to the Cure Costs listed on the Potential Assumption and Assignment Notice prior to the Sale Hearing are deemed to have consented to such Cure Costs, and all Counterparties to Assigned who did not file an objection to the assumption by the Debtors of such Assigned Contracts and the assignment thereof to Purchaser prior to the Sale Hearing are deemed to have consented to the assumption of such Assigned Contract and the assignment thereof to Purchaser.

No Successor or Derivative Liability.

GG. The transactions contemplated under the Agreement do not amount to a consolidation, merger or *de facto* merger of the Purchaser and the Debtors and/or the Debtors' estates, there is not substantial continuity between the Purchaser and the Debtors, there is no common identity between the Debtors and the Purchaser, there is no continuity of enterprise between the Debtors and the Purchaser, the Purchaser is not a mere continuation of the Debtors or their estates, and the Purchaser does not constitute a successor to the Debtors or their estates. Other than the Assumed Liabilities, the Purchaser shall have no obligations with respect to any liabilities of the Debtors, including, without limitation, the Excluded Liabilities and withdrawal liability under Subtitle E of Title IV of ERISA or under WARN, the Sellers' Plans and/or any Collective Bargaining Agreements.

Record Retention

HH. Pursuant to the terms of and subject to the conditions in Sections 7.1(c) and 7.7 of the Agreement, following the Closing, the Debtors, their successors and assigns and any trustee in

bankruptcy will have access to the Debtors' books and records for the specified purposes set forth in, and in accordance with, the Agreement.

Valid and Binding Contract; Validity of Transfer

II. The Agreement is a valid and binding contract between the Debtors and Purchaser and shall be enforceable pursuant to its terms. The Agreement and the Sale itself, and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond) the Debtors, and any chapter 11 trustee appointed in these Chapter 11 Cases, or in the event the Chapter 11 Cases are converted to a case under chapter 7 of the Bankruptcy Code, a chapter 7 trustee, and shall not be subject to rejection or avoidance by the foregoing parties or any other Person. The consummation of the Sale is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b), and 365(1) of the Bankruptcy Code and all of the applicable requirements of such sections have been complied with in respect of the Sale.

Other Provisions

JJ. The Sale of the Purchased Assets outside of a plan of reorganization pursuant to the Agreement neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a liquidating plan of reorganization for the Debtors. The Sale does not constitute a *sub rosa* chapter 11 plan.

KK. The appointment of a consumer privacy ombudsman pursuant to section 363(b)(1) or section 332 of the Bankruptcy Code is not required with respect to the relief requested in the Sale Motion.

LL. As set forth in Agreement, the Debtors and the Purchaser are exchanges releases of certain claims. The exchange of such releases is fair and reasonable, and for fair value.

MM. As set forth in Agreement, the Purchaser is purchasing from the Debtors certain Avoidance Actions, which Avoidance Actions are deemed waived and released by Sellers as of Closing Date. The sale and assignment to Purchaser and waiver and released by the Sellers of such Avoidance Actions is fair and reasonable, and exchange for fair value.

NN. Time is of the essence in consummating the Sale. In order to maximize the value of the Purchased Assets, it is essential that the Sale of the Purchased Assets occur within the time constraints set forth in the Agreement. As set forth in the Findings above, the Purchaser is acting in good faith, pursuant to section 363(m) of the Bankruptcy Code, in Closing the transactions contemplated by the Agreement at any time on or after the entry of this Order. Accordingly, there is cause to lift the stays contemplated by Bankruptcy Rule 6004 and 6006.

OO. The legal and factual bases set forth in the Sale Motion establish just cause for the relief granted herein. Entry of this Order is in the best interests of the Debtors and their estates, creditors, interest holders and all other parties-in-interest.

NOW, THEREFORE, BASED UPON ALL OF THE FOREGOING, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Sale Motion as it pertains to the Sale and the Agreement is GRANTED as set forth herein. The Sale Motion complies with all aspects of Local Rule 6004-1.

2. All objections, reservations of rights regarding, or other responses to, the Sale Motion or the relief requested therein, the Agreement, the Sale, entry of this Order, or the relief granted herein, including, without limitation, any objections to Cure Costs or relating to the cure of any defaults under any of the Assigned Contracts or the assumption and assignment of any of the Assigned Contracts to the Purchaser by the Debtors, solely as it relates to the relief granted by this Order that have not been adjourned, withdrawn or resolved as reflected on the record at the Sale Hearing are overruled in all respects on the merits with prejudice, except as otherwise set

forth herein. All Persons and Entities that failed to timely object to the Sale Motion are deemed to have consented to the relief granted herein for all purposes.

3. Notice of the Sale Motion, Sale Hearing, Agreement, and the relief granted in this Order was fair, legally sufficient and equitable under the circumstances and complied in all respects with section 102(1) and 363 of the Bankruptcy Code, Bankruptcy Rules 2002 and 6004 and 6006, the Local Rules, the Assumption and Assignment Procedures, the Bidding Procedures Order, and the orders of the Bankruptcy Court.

Approval of Sale

4. The Agreement and the Sale, including, without limitation, all transactions contemplated therein or in connection therewith and all of the terms and conditions thereof, are hereby approved in their entirety, subject to the terms and conditions of this Order. The failure specifically to include or make reference to any particular provision of the Agreement in this Order shall not impair the effectiveness of such provision, it being the intent of the Court that the Agreement, the Sale and the transactions contemplated therein or in connection therewith are authorized and approved in their entirety.

5. The Sale of the Purchased Assets, the terms and conditions of the Agreement (including all schedules and exhibits affixed thereto), and the transactions contemplated thereby be, and hereby are, authorized and approved in all respects.

6. The Purchaser is giving substantial consideration under the Agreement, and as provided herein, for the benefit of the Debtors, their estates, and creditors. The consideration to be provided by Purchaser under the Agreement is fair and reasonable and constitutes (a) reasonably equivalent value under the Bankruptcy Code and the Uniform Voidable Transactions Act (formerly the Uniform Fraudulent Transfer Act), (b) fair consideration under the Uniform Fraudulent Conveyance Act, (c) reasonably equivalent value, fair consideration and fair value

under any other applicable laws of the United States, any state, territory or possession or the District of Columbia, and (d) valid and valuable consideration for the releases of any potential Liens pursuant to this Order, which releases shall be deemed to have been given in favor of Purchaser by all holders of Liens of any kind whatsoever against any of the Debtors or any of the Purchased Assets, other than as otherwise expressly set forth in this Order. The consideration provided by Purchaser for the Purchased Assets is fair and reasonable and may not be avoided by section 363(n) of the Bankruptcy Code.

7. The Agreement and the Sale, including, without limitation, all transactions contemplated therein or in connection therewith and all of the terms and conditions thereof, are hereby approved in their entirety, subject to the terms and conditions of this Order. The failure specifically to include or make reference to any particular provision of the Agreement in this Order shall not impair the effectiveness of such provision, it being the intent of the Court that the Agreement, the Sale and the transactions contemplated therein or in connection therewith are authorized and approved in their entirety.

8. The Purchaser is hereby granted and is entitled to all of the protections provided to a good faith buyer under section 363(m) of the Bankruptcy Code, including with respect to the transfer of the Assigned Contracts as part of the Sale of the Purchased Assets pursuant to section 365 of the Bankruptcy Code and this Order.

9. Pursuant to section 363(m) of the Bankruptcy Code, if any or all of the provisions of this Order are hereafter reversed, modified, or vacated by a subsequent order of this Bankruptcy Court or any other court, such reversal, modification, or vacatur shall not affect the validity and enforceability of any transfer under the Agreement or obligation or right granted pursuant to the terms of this Order (unless stayed pending appeal), and notwithstanding any reversal, modification

or vacatur shall be governed in all respects by the original provisions of this Order and the Agreement, as the case may be.

10. The Debtors and the Purchaser are hereby authorized to fully assume, perform under, consummate and implement the terms of the Agreement together with any and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of the Agreement, this Order and the Sale of the Purchased Assets contemplated thereby including, without limitation, deeds, assignments, stock powers and other instruments of transfer, and to take all further actions as may reasonably be requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser, or reducing to possession any or all of the Purchased Assets or Assumed Liabilities, as may be necessary or appropriate to the performance of the Debtors' obligations as contemplated by the Agreement, without any further corporate action or orders of this Bankruptcy Court. The Purchaser shall have no obligation to proceed with the Closing of the Agreement until all conditions precedent to its obligations to do so have been met, satisfied or waived.

11. The Debtors, the Purchaser and each other person or entity having duties or responsibilities under the Agreement, any agreements related thereto or this Order, and their respective directors, officers, employees, members, agents, representatives, and attorneys, are authorized and empowered, subject to the terms and conditions contained in the Agreement, to carry out all of the provisions of the Agreement and any related agreements; to issue, execute, deliver, file, and record, as appropriate, the documents evidencing and consummating the Agreement, and any related agreements; to take any and all actions contemplated by the Agreement, any related agreements or this Order; and to issue, execute, deliver, file, and record, as appropriate, such other contracts, instruments, releases, indentures, mortgages, deeds, bills of sale, assignments,

leases, or other agreements or documents and to perform such other acts and execute and deliver such other documents, as are consistent with, and necessary or appropriate to implement, effectuate, and consummate, the Agreement, any related agreements and this Order and the transactions contemplated thereby and hereby, all without further application to, or order of, the Bankruptcy Court or further action by their respective directors, officers, employees, members, agents, representatives, and attorneys, and with like effect as if such actions had been taken by unanimous action of the respective directors, officers, employees, members, agents, representatives, and attorneys of such entities.

12. The Debtors are further authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental units, any and all certificates, agreements, or amendments necessary or appropriate to effectuate the transactions contemplated by the Agreement, any related agreements and this Order, including amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as any of the officers of the Debtors may determine are necessary or appropriate. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act. Without limiting the generality of the foregoing, this Order shall constitute all approvals and consents, if any, required by the corporation laws of the State of Delaware, and all other applicable business corporation, trust, and other laws of the applicable governmental units with respect to the implementation and consummation of the Agreement, any related agreements and this Order, and the transactions contemplated thereby and hereby. Pursuant to section 1146 of the Bankruptcy Code, any transfers of property pursuant to this Order shall not

be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, or other similar tax or governmental assessment, and upon entry of an order confirming a plan, the appropriate Governmental Authority or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment.

Transfer of Assets

13. Except as otherwise set forth in this Order, effective as of the consummation of the Sale at Closing, pursuant to sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, the Sale of the Purchased Assets by the Debtors to the Purchaser shall constitute a legal, valid and effective transfer of the Purchased Assets notwithstanding any requirement for approval or consent by any person and vests the Purchaser with all rights, titles and interests in and to the Purchased Assets, free and clear of all Liens, Claims, Encumbrances and Interests of any kind, other than Assumed Liabilities and Permitted Encumbrances. The assumption of any Assumed Liability by the Purchaser constitutes a legal, valid and effective delegation of any Assumed Liabilities to the Purchaser and divests the Debtors of all liability with respect to any Assumed Liabilities. Effective upon the consummation of the Sale at Closing, the Purchaser shall acquire the Purchased Owned Real Property free and clear of all Liens, Claims, Encumbrances and Interests of any kind, other than Assumed Liabilities and Permitted Encumbrances, pursuant to section 363(f) of the Bankruptcy Code, and all Liens, Claims, Encumbrances and Interests in favor of any Governmental Authority pursuant to any grant agreement, including, without limitation, the State of Texas acting through the Department of Transportation ("Texas"), are expressly extinguished and shall attached to the proceed of sale in accordance with their relative priorities. Purchaser shall not be deemed a grantee or subgrantee under the Public Transportation

Master Grant Agreement originally entered into between Texas and Kerrville Bus Company, Inc. or any Project Grant Agreements issued by Texas.

14. Except to the extent specifically provided in the Agreement or this Order, upon the Closing, the Debtors shall be, and hereby are, authorized, empowered, and directed, pursuant to sections 105, 363(b), 363(f) and 365 of the Bankruptcy Code, to sell the Purchased Assets to the Purchaser. Except to the extent specifically provided in the Agreement or this Order, effective upon the consummation of the Sale at Closing, the sale of the Purchased Assets vests the Purchaser with all right, title and interest to the Purchased Assets free and clear of any and all Liens, Claims, Encumbrances and Interests and other liabilities and claims, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, disputed or undisputed, or known or unknown, whether arising prior to or subsequent to the Petition Date, whether imposed by agreement, understanding, law, equity or otherwise. All such Liens, Claims, Encumbrances and Interests shall attach to the proceeds of the Sale, in the order of their priority, with the same priority, validity, force, and effect as such Liens, Claims, Encumbrances and Interests had immediately prior to the consummation of such Sale, subject to all claims and defenses the Debtors may possess with respect thereto. All proceeds of the Sale shall be remitted to the Debtors, subject to the terms of the DIP Order and any other applicable order of the Court. The Sale Motion shall be deemed to provide sufficient notice as to the Sale of the Purchased Assets free and clear of Liens, Claims, Encumbrances and Interests in accordance with Local Rule 6004-1. Following the Closing Date and upon the occurrence of the Closing and the consummation of the Sale, no holder of any Liens, Claims, Encumbrances and Interests, other than Assumed Liabilities or Permitted Encumbrances, in the Purchased Assets may interfere with the

Purchaser's use and enjoyment of the Purchased Assets based on or related to such Liens, Claims, Encumbrances and Interests, or any actions that the Debtors may take in their Chapter 11 Cases and no person may take any action to prevent, interfere with or otherwise enjoin consummation of the transactions contemplated in or by the Agreement or this Order. All Liens, Claims, Encumbrances and Interests with respect to the Excluded Assets will continue in, under, and against the Excluded Assets with the same priority, validity, force, and effect as such Liens, Claims, Encumbrances and Interests now have.

15. The sale of the Purchased Assets is not subject to avoidance by any person or for any reason whatsoever, including, without limitation, pursuant to section 363(n) of the Bankruptcy Code and the Purchaser and the Purchaser Parties shall not be subject to damages, including any costs, fees, or expenses under section 363(n) of the Bankruptcy Code.

16. The provisions of this Order authorizing the Sale of the Purchased Assets free and clear of Liens, Claims, Encumbrances and Interests upon the consummation of the Sale at Closing, other than the Assumed Liabilities and Permitted Exceptions, shall be self-executing, and neither the Debtors nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate and implement the provisions of this Order. All such Liens, Claims, Encumbrances and Interests are to attach to the proceeds of the Sale, in the order of their priority, with the same priority, validity, force, and effect as such Liens, Claims, Encumbrances and Interests had immediately prior to the consummation of such Sale.

17. On, before or after the Closing Date, the Debtors' creditors are authorized and directed to execute such documents and take all other actions as may be necessary to release any Liens, Claims, Encumbrances and Interests of any kind against the Purchased Assets (other than

Assumed Liabilities and Permitted Encumbrances) upon the consummation of the Sale at Closing, as such Liens, Claims, Encumbrances and Interests may have been recorded or may otherwise exist. If any person or entity that has filed financing statements or other documents or agreements evidencing any Liens, Claims, Encumbrances and Interests in or against the Purchased Assets that are not Assumed Liabilities or Permitted Encumbrances shall not have delivered to the Debtors prior to, at or after the Closing after request therefor, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all such Liens, Claims, Encumbrances and Interests that the person or entity has with respect to the Purchased Assets, the Debtor or the Purchaser, may, in their sole option and at their sole discretion, execute and file on behalf and in the stead of such creditor any such document as may be necessary to evidence the discharge on any Lien, Claim or Encumbrance in or against the Purchased Assets that are not Assumed Liabilities or Permitted Encumbrances. Nothing herein is intended to affect or limit the provisions of paragraphs 12, 13, 14 or 16 of this Order. Each filing office, recording office or other registry where Liens, Claims, Encumbrances and Interests in or against the Purchased Assets are filed or recorded is authorized and directed to release such Liens, Claims, Encumbrances and Interests in or against the Purchased Assets based upon the filing of a certified copy of this Order. Contemporaneously with the consummation of the Sale at Closing and application of the proceeds thereof in accordance with the terms of the DIP Order, DIP Agent and Prepetition ABL Administrative Agent shall have filed, or shall have agreed to file contemporaneously with such Sale at Closing and application of proceeds, all relevant termination statements or amendments, as applicable, with respect to its liens on the Purchased Assets.

18. To the greatest extent available under applicable law, the Purchaser shall be authorized, as of the Closing Date and upon the consummation of the Sale at Closing, to operate

under any transferred license, permit, registration and governmental authorization or approval of the Debtors with respect to the Purchased Assets, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Purchaser as of the Closing Date and upon the consummation of the Sale at Closing.

19. Except as otherwise set forth in this Order, all of the Debtors' interests in the Purchased Assets to be acquired by the Purchaser under the Agreement shall be, as of the Closing Date and upon the consummation of the Sale at Closing, transferred to and vested in the Purchaser free and clear of all Liens, Claims, Interests and Encumbrances, other than the Assumed Liabilities, and Permitted Encumbrances. Upon the occurrence of the consummation of the Sale at Closing, this Order shall be considered and constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Purchased Assets acquired by the Purchaser under the Agreement and/or a bill of sale or assignment transferring good and marketable, indefeasible title and interest in the Purchased Assets to the Purchaser.

20. Except as otherwise expressly provided in the Agreement or this Order, all persons or entities, presently or on or after the Closing Date, in possession of some or all of the Purchased Assets are directed to surrender possession of the Purchased Assets to the Purchaser on the Closing Date or at such time thereafter as the Purchaser may request. Any proceeds of accounts receivable owned by the Purchaser following the Closing but received by the Debtors or a different purchaser of assets of the Debtors, shall remain property of the Purchaser, and upon receipt by such party shall be held in trust for the benefit of the Purchaser and remitted to the Purchaser as soon as practicable. Any proceeds of accounts receivable that are not Purchased Assets but received by Purchaser shall not be property of the Purchaser and shall be held in trust by Purchaser for the

benefit of the Debtors or a different purchaser of assets of the Debtors and remitted to such party as soon as practicable.

21. Subject to the terms, conditions, and provisions of this Order, all Entities are hereby forever prohibited and barred from taking any action that would adversely affect or interfere (a) with the ability of the Debtors to sell and transfer the Purchased Assets to Purchaser in accordance with the terms of the Agreement and this Order, and (b) with the ability of the Purchaser to acquire, take possession of, use and operate the Purchased Assets in accordance with the terms of the Agreement and this Order.

22. Except as otherwise provided in the Agreement, and pursuant to section 6.5(e) of the Agreement, effective as of the Closing, the Sellers shall forever release and irrevocably waive all of the Debtors' Waived Avoidance Actions, which are deemed part of the Purchased Assets.

23. As set forth in Agreement, the Debtors and the Purchaser are exchanging releases of certain claims, which releases are hereby approved.

24. Upon the consummation of the Sale at Closing, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Purchased Assets to Purchaser and the Debtors' interests in the Purchased Assets acquired by Purchaser pursuant to the terms of the Agreement.

Assigned Contracts and Assumed Leases

25. Pursuant to Section 2.1(b), (c) and (j) of and Schedule 2.1(b), (c) and (j) to the Agreement, the assumption by the Debtors of the Assigned Contracts and the assignment of such contracts to the Purchaser is hereby approved.

26. The Debtors are hereby authorized in accordance with sections 105(a) and 365 of the Bankruptcy Code to assume and assign the Assigned Contracts to Purchaser free and clear of all Liens and Liabilities, and to execute and deliver to Purchaser such documents or other

instruments as may be necessary to assign and transfer the Assigned Contracts to Purchaser as provided in the Agreement. Cure Costs shall be paid by the Purchaser subject to the terms of, and in accordance with, the terms of the Agreement and Bidding Procedures Order. The Cure Costs are hereby fixed at the amounts set forth in the Cure Notice or as otherwise determined by the Court and as set forth in Schedule 1 attached hereto and by this reference incorporated herein. Payment of the Cure Costs shall be in full satisfaction and cure of any and all defaults required to be cured with respect to the Assigned Contracts under section 365(b)(1) of the Bankruptcy Code. Subject to paragraphs 25 through 31 herein, Purchaser has also provided adequate assurance of future performance under the Assigned Contracts in satisfaction of section 365 of the Bankruptcy Code to the extent that any such assurance is required and not waived by the Non-Debtor Counterparties to such Assigned Contracts. In accordance with the Assumption and Assignment Procedures and the terms of this Order and subject to paragraphs 25 through 31 herein, following the Closing, Purchaser shall be fully and irrevocably vested with all of the Debtors' right, title and interest in and under the Assigned Contracts in connection with the Purchased Assets, free and clear of any Liens, Claims, Encumbrances and Interests, and each Assigned Contract shall be fully enforceable by the Purchaser in accordance with its respective terms and conditions, except as limited by this Order. In accordance with the Assumption and Assignment Procedures and subject to paragraphs 25 through 31, following assignment of the Assigned Contracts to Purchaser, the Debtors shall be relieved from any further liability with respect to such Assigned Contracts. Purchaser acknowledges and agrees that from and after the Closing, or any later applicable effective date of assumption with respect to a particular Assigned Contract, subject to and in accordance with the Agreement, it shall comply with the terms of each Assigned Contract in its entirety, unless any such provisions are not enforceable pursuant to the terms of this Order. The

assumption by the Debtors and assignment to Purchaser of any Assigned Contract shall not be a default under such Assigned Contract. To the extent provided in the Agreement, the Debtors shall cooperate with, and take all actions reasonably requested by, the Purchaser to effectuate the foregoing.

27. The Debtors served all Non-Debtor Counterparties to the Assigned Contracts with the Potential Assumption and Assignment Notice and the Confirmation Notice (as defined in the Potential Assumption and Assignment Notice), and the deadline to object to the Cure Costs and adequate assurance of future performance with respect to the Purchaser has passed. Accordingly, unless an objection to the proposed assumption and assignment of an Assigned Contract (including whether applicable law excuses a Non-Debtor Counterparty from accepting performance by, or rendering performance to, Purchaser), the proposed Cure Costs or the adequate assurance of future performance information with respect to Purchaser was filed and served before the applicable deadline, each Non-Debtor Counterparty to an Assigned Contract is forever barred, estopped and permanently enjoined from asserting against the Debtors or Purchaser, their respective affiliates, successors or assigns or the property of any of them, any objection to assignment or default existing as of the date of the Cure Costs/Assignment Objection Deadline or Post-Auction Objection Deadline (each as defined in the Assumption and Assignment Procedures) if such objection or default was not raised or asserted prior to or at the appropriate Cure Costs/Assignment Objection Deadline or Post-Auction Objection Deadline.

28. All of the requirements of sections 365 of the Bankruptcy Code, including without limitation, the demonstration of adequate assurance of future performance, have been satisfied for the assumption by the Debtors, and the assignment by the Debtors to Purchaser, solely with respect to the Assigned Contracts that are not subject to an unresolved Cure Cost/Assignment Objection

or Post-Auction Objection. Purchaser has satisfied its adequate assurance of future performance requirements with respect to the Assigned Contracts that are not subject to an unresolved Cure Cost/Assignment Objection or Post-Auction Objection, and has demonstrated it is sufficiently capitalized or otherwise able to comply with the necessary obligations under those Assigned Contracts.

29. To the extent a Non-Debtor Counterparty to an Assigned Contract failed to timely object to a Cure Cost, such Cure Cost has been and shall be deemed to be finally determined as set forth on the relevant Potential Assumption and Assignment Notice as to each Non-Debtor Counterparty and any such Non-Debtor Counterparty shall be barred, and forever prohibited from challenging, objecting to or denying the validity and finality of the Cure Cost as of such date.

30. Upon the Debtors' assumption and assignment of the Assigned Contracts to the Purchaser under the provisions of this Order and any additional orders of the Court and the payment of any Cure Cost in accordance with the Agreement or any applicable order, no default or other obligations arising prior to the Closing Date shall exist under any Assigned Contract, and each Non-Debtor Counterparty is forever barred and estopped from (a) declaring a default by the Debtors or the Purchaser under such Assigned Contract, (b) raising or asserting against the Debtors or the Purchaser (or its designee(s)), or the property of either of them, any assignment fee, default, breach, or claim of pecuniary loss, or condition to assignment, arising under or related to the Assigned Contracts, or (c) taking any other action against the Purchaser or its designee(s) as a result of any Debtor's financial condition, bankruptcy, or failure to perform any of its obligations under the relevant Assigned Contract, in each case in connection with the Sale. Each Non-Debtor Counterparty is also forever barred and estopped from raising or asserting against the Purchaser or its designee(s)any assignment fee, default, breach, Claim, pecuniary loss, or condition to

assignment arising under or related to the Assigned Contracts existing as of the Closing Date or arising by reason of the closing of the Sale.

31. With respect to objections to any Cure Cost/Assignment Objections and Post-Auction Objections relating to the Assigned Contracts that remain unresolved as of the Sale Hearing, such objections shall be resolved in accordance with the procedures approved in the Assumption and Assignment Procedures. Consideration of unresolved Cure Cost/Assignment Objections relating to assignment of Assigned Contracts and Post-Auction Objections relating to the Assigned Contracts, unless otherwise ordered by the Court or with the consent of the Non-Debtor Counterparty to any Assigned Contract that is subject to a Cure Costs/Assignment Objection relating to such assignment or Post-Auction Objections relating to the Assigned Contract, shall be adjourned to a date to be determined; provided, however, that (a) any Assigned Contract that is the subject of a Cure Cost/Assignment Objection with respect solely to the amount of the Cure Cost may be assumed and assigned prior to resolution of such objection, and (b) such undisputed Cure Cost shall be promptly cured on or after the Closing Date or as otherwise agreed to by the Debtors, Purchaser and the applicable Non-Debtor Counterparty by payment of the applicable Cure Cost in accordance with the terms of the Agreement.

32. With respect to the Assigned Contracts, in connection with the Sale: (a) the Debtors may assume each of the Assigned Contracts in accordance with section 365 of the Bankruptcy Code; (b) the Debtors may assign each Assigned Contract in accordance with sections 363 and 365 of the Bankruptcy Code, and any provisions in any Assigned Contract that directly or indirectly prohibit or condition the assignment of such Assigned Contract or allow the party to such Assigned Contract to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract,

constitute unenforceable anti-assignment provisions which are void and of no force and effect; (c) all other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Purchaser of each Assigned Contract have been satisfied; and (d) effective upon the Closing Date, or any later applicable effective date of assumption with respect to a particular Assigned Contract, the Assigned Contracts shall be transferred and assigned to, and from and following the Closing, or such later applicable effective date, and the Assigned Contracts shall remain in full force and effect for the benefit of the Purchaser, notwithstanding any provision in any Assigned Contract (including those of the type described in sections 365(b)(2) and (e) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, the Purchaser shall be deemed to be substituted for the applicable Debtor as a party to the applicable Assigned Contract and the Debtors shall be relieved from any further liability with respect to the Assigned Contracts after such assumption by the Debtors and assignment to the Purchaser, except as otherwise provided in the Agreement. To the extent any provision in any Assigned Contract assumed and assigned pursuant to this Order (i) prohibits, restricts, or conditions, or purports to prohibit, restrict, or condition, such assumption and assignment (including, without limitation, any "change of control" provision), or (ii) is modified, breached, or terminated, or deemed modified, breached, or terminated by any of the following: (A) the commencement of the Debtors' Chapter 11 Cases, (B) the insolvency or financial condition of any of the Debtors at any time before the closing of the Debtors' Chapter 11 Cases, (C) the Debtors' assumption and assignment of such Assigned Contract, (D) a change of control or similar occurrence, or (E) the consummation of the Sale, then such provision shall be deemed modified in connection with the Sale so as not to entitle the Non-Debtor Counterparty to prohibit, restrict, or

condition such assumption and assignment, to modify, terminate, or declare a breach or default under such Assigned Contract, or to exercise any other default-related rights or remedies with respect thereto, including without limitation, any such provision that purports to allow the Non-Debtor Counterparty to terminate or recapture such Assigned Contract, impose any penalty, additional payments, damages, or other financial accommodations in favor of the Non-Debtor Counterparty thereunder, condition any renewal or extension thereof, impose any rent acceleration or assignment fee, or increase or otherwise impose any other fees or other charges in connection therewith. All such provisions constitute unenforceable anti-assignment provisions that are void and of no force and effect in connection with the Sale pursuant to sections 365(b), 365(e), and 365(f) of the Bankruptcy Code.

33. Except as otherwise specifically provided for by order of the Court, all defaults or other obligations of the Debtors under the Assigned Contracts arising or accruing prior to the Closing Date or required to be paid pursuant to section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Assigned Contracts (in each case, without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code), whether monetary or non-monetary, shall be promptly cured pursuant to the terms of the Agreement and this Order on or after the Closing Date or as otherwise agreed to by the Debtors, Purchaser and the applicable Counterparty by the payment of the applicable Cure Cost by the Debtors, in accordance with the Agreement. The Purchaser shall have no liability arising or accruing under the Assigned Contracts on or prior to the Closing, except as otherwise expressly provided in the Agreement or this Order.

Additional Provisions

34. Effective upon the Closing, each Debtor, on behalf of itself and its estate, shall acknowledge that it has no known claim, counterclaim, setoff, recoupment, action or cause of

action of any kind or nature whatsoever against the Purchaser (collectively, the "Released Claims"). Should any Released Claims nonetheless exist, each Debtor, on behalf of itself and its estate, hereby (i) releases and discharges the Purchaser from any claim, cause of action, liability or obligation whatsoever with respect to the Released Claims and (ii) releases, waives and discharges all of the Released Claims against the Purchaser, provided however, that the foregoing release shall not apply to any claim or cause of action of any kind or nature (a) arising under or relating to the Agreement; or (b) for indemnification or contribution related to any third-party claim.

35. The Debtors who are Sellers under the Agreement of their trademarked corporate names are hereby authorized and empowered, upon and in connection with the Closing, to change their corporate names and the caption of these Chapter 11 Cases, consistent with applicable law. The Debtors shall file a notice of change of case caption, containing the new caption and the proposed new corporate names of the applicable Debtors, within ten (10) business days of the Closing, and the change of case caption for these Chapter 11 Cases shall be deemed effective as of the Closing.

36. Each and every Governmental Authority is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreement and this Order.

37. To the extent permitted by section 525 of the Bankruptcy Code, no Governmental Authority may revoke or suspend any permit or license relating to the operation of the Purchased Assets sold, transferred or conveyed to the Purchaser on account of the filing or pendency of these Chapter 11 Cases or the consummation of the transaction contemplated by the Agreement.

38. The Purchaser has not assumed or is otherwise not obligated for any of the Debtors' obligations or liabilities other than the Assumed Liabilities as set forth in the Agreement or this

Order, and the Purchaser has not purchased any of the Excluded Assets. Consequently, all persons, Governmental Units (as defined in sections 101(27) and 101(41) of the Bankruptcy Code) and all holders of Liens, Claims, Encumbrances and Interests on such Purchased Assets based upon or arising out of liabilities retained by the Debtors are hereby enjoined from taking any action against the Purchaser or the Purchased Assets, including asserting any setoff, right of subrogation of any kind, to recover any Liens, Claims, Encumbrances and Interests or on account of any liabilities of the Debtors other than Assumed Liabilities pursuant to the Agreement. Except as otherwise set forth in this Order, all persons holding or asserting any Interest in the Excluded Assets are hereby enjoined from asserting or prosecuting such Liens, Claims, Encumbrances and Interests or cause of action against the Purchaser or the Purchased Assets for any liability associated with the Excluded Assets.

39. The Purchaser is not a "successor" or alter-ego to the Debtors or their estates by reason of any theory of law or equity, and the Purchaser shall not assume, nor be deemed to assume, or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates including, but not limited to, any bulk sales law, successor liability, liability or responsibility for any claim against the Debtors or against an insider of the Debtors, or similar liability except as otherwise expressly provided in the Agreement, and the Sale Motion contains sufficient notice of such limitation in accordance with Local Rule 6004-1. Except to the extent the Purchaser assumes the Assumed Liabilities pursuant to the Agreement, neither the purchase of the Purchased Assets by the Purchaser or its affiliates, nor the fact that the Purchaser or its affiliates are using any of the Purchased Assets previously operated by the Debtors, will cause the Purchaser or any of its affiliates to be deemed a successor or alter-ego in any respect to the Debtors' business within the meaning of, or in connection with, (i) any foreign, federal, state or local revenue, pension, ERISA,

including, but not limited to any withdrawal liability, tax, labor, employment, antitrust, environmental laws, or other law, rule or regulation (including without limitation filing requirements under any such laws, rules or regulations), (ii) under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine, or under any product warranty liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine, (iii) except as expressly set forth in the Agreement any employment or labor agreements, collective bargaining agreements, including the Collective Bargaining Agreements, consulting agreements, severance arrangements, change-in-control agreements or other similar agreement to which the Debtors are a party, (iv) any pension, health, welfare, compensation or other employee or retiree benefit plans, agreements, practices and programs, including, without limitation, Sellers' Plans and any pension plan of the Debtors, (v) the cessation of the Debtors' operations, dismissal of employees, or termination of employment or labor agreements, collective bargaining agreements, or pension, health, welfare, compensation or other employee or retiree benefit plans, agreements, practices and programs, and any obligations that might otherwise arise from any such cessation, dismissal or termination pursuant to any law of the United States, any State therein, or any other jurisdiction in the world, whether such obligations arise under any contract, agreement, statute, regulation, ordinance, common law, public policy, constitution or any other source, including without limitation, the Employee Retirement Income Security Act of 1974, as amended, the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination and Employment Act of 1967, the Federal Rehabilitation Act of 1973, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, COBRA, or WARN, (vi) environmental liabilities, debts, claims or obligations arising from conditions first existing on or prior to Closing (including, without

limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, including, without limitation, under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.*, (vii) any liabilities, debts or obligations of or required to be paid by, the Debtors for any taxes of any kind for any period, (viii) any liabilities, debts, commitments or obligations for any taxes relating to the operation of the Purchased Assets prior to Closing, and (ix) any litigation. The Purchaser shall have no successor, alter-ego or vicarious liabilities of any kind or character.

40. Except with respect to Assumed Liabilities and Permitted Encumbrances, all persons and entities, including, but not limited to, all debt security holders, equity security holders, Governmental Authorities, lenders, trade creditors, litigation claimants and other creditors, holding Liens, Claims, Encumbrances or Interests of any kind or nature whatsoever against or in all or any portion of the Purchased Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated or subordinate), arising under or out of, in connection with, or in any way relating to the Debtors, the Purchased Assets, the operation of the Debtors' Business prior to the Closing Date or the transfer of the Purchased Assets to the Purchaser, hereby are forever barred, estopped and permanently enjoined from asserting, against the Purchaser, any of its affiliates, its successors or assigns, their property or the Purchased Assets, such persons' or entities' Liens, Claims, Encumbrances or Interest, other than Assumed Liabilities and Permitted Encumbrances, in and to the Purchased Assets, including, without limitation, the following actions: (i) commencing or continuing in any manner any action or other proceeding against the Purchaser, any of its affiliates, successors, assets or properties; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Purchaser, any of its affiliates, successors, assets or properties; (iii) creating, perfecting

or enforcing any Lien or other Claim against the Purchaser, any of its affiliates, successors, assets or properties; (iv) asserting any setoff or right of subrogation of any kind against any obligation due Purchaser, any of its affiliates or successors; (v) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Order or other orders of the Court, or the agreements or actions contemplated or taken in respect thereof; or (vi) revoking, terminating or failing or refusing to transfer or renew any license, permit or authorization to operate any of the Purchased Assets or conduct any of the business operated with the Purchased Assets.

41. Subject to the terms of the Agreement and the terms of this Order, the Agreement and any related agreements may be waived, modified, amended, or supplemented by agreement of the Debtors and the Purchaser, without further action or order of the Bankruptcy Court; provided, however, any such waiver, modification, amendment, or supplement is not material and substantially conforms to, and effectuates, the Agreement and any related agreements.

42. The failure specifically to include any particular provisions of the Agreement or any related agreements in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Bankruptcy Court, the Debtors and the Purchaser that the Agreement and any related agreements are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Order prior to Closing.

43. No bulk sale law or any similar law of any state or other jurisdiction shall apply in any way to the sale and transactions contemplated by the Agreement.

44. Pursuant to the terms of and subject to the conditions contained in the Agreement, following the Closing, the Debtors, their successors and assigns and any trustee in bankruptcy will

have access to the Debtors' books and records subject to the terms of, and for the specified purposes set forth in, and in accordance with, Sections 7.1(c) and 7.7 of the Agreement.

45. To the extent any provisions of this Order conflict with the terms and conditions of the Agreement, this Order shall govern and control.

46. Notwithstanding that the Debtors' cases are not substantively consolidated, this Order shall have the same effect and binding nature in each of the Debtors' cases as if entered in each case as a separate order.

47. This Order and the Agreement shall be binding upon and govern the acts of all persons and entities, including without limitation, the Debtors and the Purchaser, their respective successors and permitted assigns, including, without limitation, any chapter 11 trustee hereinafter appointed for the Debtors' estates or any trustee appointed in applicable chapter 7 cases if these cases are converted from chapter 11, all creditors of any Debtor (whether known or unknown), filing agents, filing officers, title agents, recording agencies, secretaries of state, and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Purchased Assets.

48. The provisions of this Order are non-severable and mutually dependent.

49. Nothing in any order of this Bankruptcy Court or contained in any plan of reorganization or liquidation confirmed in the Chapter 11 Cases, or in any subsequent or converted cases of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code, shall conflict with or derogate from the provisions of the Agreement or the terms of this Order.

50. Notwithstanding Bankruptcy Rules 6003, 6004, 6006 and 7062, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the

absence of any person or entity obtaining a stay pending appeal, the Debtors and the Purchaser are free to close under the Agreement at any time, subject to the terms of the Agreement. In the absence of any person or entity obtaining a stay pending appeal, if the Debtors and the Purchaser close under the Agreement, the Purchaser shall be deemed to be acting in "good faith" and shall be entitled to the protections of section 363(m) of the Bankruptcy Code as to all aspects of the transactions under and pursuant to the Agreement if this Order or any authorization contained herein is reversed or modified on appeal.

51. The Agreement shall be in full force and effect, regardless of any Debtor's lack of good standing in any jurisdiction in which such Debtor is formed or authorized to transact business.

52. Nothing in this Order shall be deemed to waive, release, extinguish or estop the Debtors or their estates from asserting or otherwise impair or diminish any right (including any right of recoupment), claim, cause of action, defense, offset or counterclaim in respect of any asset that is not a Purchased Asset.

53. After giving due consideration to the facts, circumstances, and conditions of the Agreement, the Sale is consistent with the Debtors' privacy policies concerning personally identifiable information and no showing was made that the sale of any personally identifiable information contemplated in the Agreement, subject to the terms of this Order, would violate applicable non-bankruptcy law.

54. From time to time, as and when requested by any party, each party to the Agreement shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by the Agreement.

55. This Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms and provisions of this Order, the Bidding Procedures Order, and the Agreement in all respects and to decide any disputes concerning this Order and the Agreement, or the rights and duties of the parties hereunder or thereunder or any issues relating to the Agreement and this Order including, but not limited to, the interpretation of the terms, conditions and provisions hereof and thereof, the status, nature and extent of the Purchased Assets and any Assigned Contracts, disputes with any third parties related to the Purchased Assets and any Assigned Contracts, and all issues and disputes arising in connection with the relief authorized herein, inclusive of those concerning the transfer of the assets free and clear of all Liens, Claims, Encumbrances and Interests, and the attachment of such Liens, Claims, Encumbrances and Interests to the proceeds of the Sale, if any. This Bankruptcy Court shall specifically retain jurisdiction to hear and determine all disputes between the Purchaser and the Debtors or any other Entity concerning the ownership, entitlement and/or turnover of any proceeds of accounts receivable owned by the Purchaser or its designee(s) which arose out of or in connection with the Purchased Assets.

Dated: August __, 2024
Wilmington, Delaware

_____
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 4

ABC Stalking Horse APA

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

by and among

the Sellers set forth on Schedule A

and

ABC Bus, Inc.

Dated as of May 7, 2024

TABLE OF CONTENTS

SCHEDULES

EXHIBIT LIST

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this "Agreement") is made as of May 7, 2024 (the "Agreement Date"), by and among the entities set forth on Schedule A hereto (collectively, the "Sellers" and individually each a "Seller"), and ABC Bus, Inc., a Missouri corporation, or its designee (the "Purchaser"). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in Section 1.1.

WHEREAS, Sellers are in the business of providing motorcoach services, including motorcoach charters, tours and sightseeing, commuter transportation, airport and casino shuttles, and contract services for municipalities and corporations, throughout the United States (the "Business");

WHEREAS, Sellers and certain of its affiliates (together the "Debtors") intend to file a voluntary petition for relief (the "Filing") commencing cases under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, Sellers desire to sell to the Purchaser, all of the Purchased Assets, and the Purchaser desires to purchase from Sellers all of the Purchased Assets upon the terms and conditions hereinafter set forth;

WHEREAS, the Parties intend to effectuate the transactions contemplated by this Agreement pursuant to section 105, 363 and 365 of the Bankruptcy Code, and pursuant to the Sale Order; and

WHEREAS, the execution and delivery of this Agreement and Sellers' ability to consummate the transactions set forth in this Agreement are subject, among other things, to the entry of the Sale Order.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1
DEFINITIONS

1.1 Definitions. In this Agreement, the following terms have the meanings specified or referred to in this Section 1.1 and shall be equally applicable to both the singular and plural forms.

(a) "Accounts Receivable" means, with respect to the Business, all accounts receivable and other rights to payment generated by such Business and the full benefit of all security for such accounts receivable or rights to payment, including all accounts receivable in respect of goods shipped or products sold or services rendered to customers of such Business, any other miscellaneous accounts receivable of such Business, and any claim, remedy or other right of such Business related to any of the foregoing.

(b) "Action" means any action, arbitration, audit, claim, cause of action, hearing, investigation, litigation, or suit (whether civil, criminal, administrative or investigative) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

(c) "Affiliate" means, as to any Person, any other Person that directly or indirectly controls, or is under common control with, or is controlled by, such Person. As used in this definition, "control" (including, with its correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of such Person.

(d) "Agreement" has the meaning specified in the preamble.

(e) "Agreement Date" has the meaning specified in the preamble.

(f) "Allocation" has the meaning specified in Section 3.4.

(g) "Alternative Transaction" has the meaning specified in Section 9.1.

(h) "Ancillary Documents" means the Bills of Sale, powers of attorney, the Assignment Agreement, and each other agreement, document or instrument (other than this Agreement) executed and delivered by the Parties hereto in connection with the consummation of the transactions contemplated by this Agreement.

(i) "Assignment Agreement" means the Assignment Agreement in substantially the form of Exhibit A.

(j) "Avoidance Actions" means any and all claims for relief of Sellers under chapter 5 of the Bankruptcy Code.

(k) "Bankruptcy Case" means the case, as jointly administered, commenced by Sellers under chapter 11 of the Bankruptcy Code, styled *In re Coach USA, Inc., et al.*, and pending before the Bankruptcy Court.

(l) "Bankruptcy Code" means title 11 of the United States Code, sections 101-1532.

(m) "Bankruptcy Court" has the meaning specified in the recitals.

(n) "Bidding Procedures" means, collectively, the bidding procedures for the solicitation and submission of bids and conducting an auction with respect to the acquisition of the Purchased Assets approved by the Bankruptcy Court pursuant to the Bidding Procedures Order, which shall be substantially in the form attached as Exhibit 1 to the Bidding Procedures Order.

(o) "Bidding Procedures Order" means an Order of the Bankruptcy Court, which shall be substantially in the form attached hereto as Exhibit B approving the Bidding

Procedures and approving the amount, timing, and terms of payment of the Break-Up Fee and Purchaser Expense Reimbursement.

(p) "Bills of Sale" means one or more Bills of Sale in substantially the form attached hereto as Exhibit C.

(q) "Books and Records" means all paper and electronic versions of files, instruments, records, books, contracts, agreements or other documents, to the extent solely and exclusively related to the Purchased Vehicles or any parts, equipment or component thereof (including, to the extent applicable, all title and maintenance records and any leases relating to any parts, equipment or component of the Purchase Vehicles).

(r) "Break-Up Fee" has the meaning set forth in Section 6.4(a).

(s) "Business" has the meaning specified in the recitals.

(t) "Business Day" means any day of the year on which banking institutions in New York, New York are open to the public for conducting business and are not required or authorized to close.

(u) "Cash and Cash Equivalents" means all Sellers' cash (including petty cash and checks received or in transit, including all checks and drafts that have been submitted, posted or deposited, prior to the close of business on the Closing Date), checking account balances, marketable securities, certificates of deposits, time deposits, bankers' acceptances, commercial paper and government securities and other cash equivalents.

(v) "Cash Amount" has the meaning specified in Section 3.1(b).

(w) "Claim" has the meaning given that term in section 101(5) of the Bankruptcy Code.

(x) "Closing" has the meaning specified in Section 3.5.

(y) "Closing Date" has the meaning specified in Section 3.5.

(z) "Code" means the United States Internal Revenue Code of 1986, as amended.

(aa) "Contract" means any agreement, contract, obligation, promise, instrument, undertaking or other arrangements (whether written or oral), and any amendment thereto, that is legally binding, to which a Seller is party.

(bb) "Debtors" has the meaning specified in the recitals.

(cc) "DIP Agent" means Wells Fargo, National Association, in its capacity as administrative agent and collateral agent for the DIP Lenders.

(dd) "DIP Credit Agreement" means that certain Superpriority Debtor-in-Possession Credit Agreement, among Debtors, the lenders from time to time party thereto, and the DIP Agent (as may be amended, modified or supplemented from time to time in accordance therewith).

(ee) "DIP Lenders" has the meaning set forth in the DIP Credit Agreement.

(ff) "Encumbrance" means any interest, charge, lien, Claim, mortgage, lease (including leases on parts, equipment or components (including tires) with respect to the Purchased Assets), sublease, license or use and occupancy rights or agreement, hypothecation, deed of trust, pledge, security interest, option, right of use, first offer or first refusal, easement, servitude, restrictive covenant, encroachment, survey exception, reciprocal easement, or other similar restriction or encumbrance of any kind.

(gg) "Escrow Account" has the meaning specified in Section 3.3.

(hh) "Escrow Holder" has the meaning specified in Section 3.3.

(ii) "Excluded Assets" has the meaning specified in Section 2.2.

(jj) "Excluded Liabilities" has the meaning specified in Section 2.3.

(kk) "Filing" has the meaning specified in the recitals.

(ll) "Final Order" means an action taken or Order issued by the applicable Governmental Authority as to which: (i) no request for stay of the action or Order is pending, no such stay is in effect, and, if any deadline for filing any such request is designated by Legal Requirement, it is passed, including any extensions thereof; (ii) no petition for rehearing or reconsideration of the action or Order, or protest of any kind, is pending before the Governmental Authority and the time for filing any such petition or protest is passed; (iii) the Governmental Authority does not have the action or Order under reconsideration or review on its own motion and the time for such reconsideration or review has passed; and (iv) the action or Order is not then under judicial review, there is no notice of appeal or other application for judicial review pending, and the deadline for filing such notice of appeal or other application for judicial review has passed, including any extensions thereof.

(mm) "Fraud" means actual, intentional, willful or knowing fraud under Delaware law (and not solely a constructive fraud, equitable fraud or negligent misrepresentation or omission, or any form of fraud based on recklessness or negligence) by or on behalf of a party to this Agreement in the making of a representation or warranty set forth in this Agreement or in any certificate delivered pursuant to this Agreement at the Closing.

(nn) "Good Faith Deposit" has the meaning specified in Section 3.3.

(oo) "Governmental Authority" means any federal, state, local or foreign governmental entity or any subdivision, agency, instrumentality, authority, department, commission, board, bureau, official or other regulatory, administrative or judicial authority thereof

or any federal, state, local or foreign court, tribunal or arbitrator or any self-regulatory organization, agency or commission.

(pp) "Governmental Consents" has the meaning specified in Section 4.4.

(qq) "IRS" means the United States Internal Revenue Service.

(rr) "Legal Requirement" means any federal, state, provincial, local, municipal, foreign, international, multinational, or other administrative Order, constitution, law, principle of common law, regulation, statute or treaty.

(ss) "Liability" means any debt, loss, Claim, damage, demand, fine, judgment, penalty, liability or obligation (whether direct or indirect, known or unknown, absolute or contingent, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability, successor liability or otherwise), and including all costs and expenses relating thereto (including fees, discounts and expenses of legal counsel, experts, engineers and consultants and costs of investigations).

(tt) "Material Adverse Effect" means any fact, event, development, circumstance, occurrence or effect that prevents or materially impairs or materially delays, or would reasonably be expected to prevent or materially impair or materially delay, the ability of Sellers to consummate the transactions contemplated by this Agreement.

(uu) "Next-Highest Bidder" has the meaning set forth in the Bidding Procedures Order.

(vv) "Order" means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Authority.

(ww) "Ordinary Course of Business" means, with respect to the Business, the ordinary and usual course of day-to-day operations of the Business (including acts and omissions of the applicable Seller in the ordinary and usual course) through the Agreement Date, consistent with past practice and operations in a bankruptcy.

(xx) "Party" or "Parties" means, individually or collectively, the Purchaser and Sellers.

(yy) "Person" means any individual, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization, Governmental Authority or other entity.

(zz) "Petition Date" means the date on which the Sellers commence their Bankruptcy Case.

(aaa) "Purchase Price" has the meaning specified in Section 3.1.

(bbb) "Purchased Assets" has the meaning specified in Section 2.1.

(ccc) "Purchased Vehicles" has the meaning specified in Section 2.1.

(ddd) "Purchaser" has the meaning specified in the preamble.

(eee) "Purchaser Expense Reimbursement" means the sum of the aggregate amount of Purchaser's reasonable and documented out-of-pocket costs and expenses (including expenses of outside counsel, accountants and financial advisors, which shall be based on summary invoices, redacted to preserve privilege or confidential information) incurred by Purchaser prior to termination of this Agreement in connection with Purchaser's evaluation, consideration, negotiation and documentation of a possible transaction with Sellers pursuant to the Bankruptcy Code or the transactions contemplated by this Agreement and performing its obligations hereunder or otherwise in connection with the transactions contemplated by this Agreement; provided, however, that the Purchaser Expense Reimbursement will not exceed an aggregate amount equal to $25,000.

(fff) "Representative" means with respect to a particular Person, any duly authorized director, officer, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants and financial advisors.

(ggg) "Restructuring Transaction" means (i) any recapitalization transaction, plan of reorganization, liquidation or sale, including any such transaction by way of credit bid or by any creditor of a Seller, involving (directly or indirectly) all or any portion of the Purchased Assets or (ii) any merger, consolidation, share exchange, business combination or similar transaction (directly or indirectly) involving all or any portion of the Purchased Assets, in each case whether in one transaction or a series of transactions.

(hhh) "Sale Order" means an Order of the Bankruptcy Court in substantially the form attached hereto as Exhibit D (with such other changes as may be mutually reasonably acceptable to the Parties), pursuant to, *inter alia*, sections 105, 363 and 365 of the Bankruptcy Code (i) authorizing and approving, *inter alia*, the sale of the Purchased Assets to the Purchaser on the terms and conditions set forth herein free and clear of all Liabilities and Encumbrances, and (ii) containing certain findings of facts, including a finding that the Purchaser is a good faith purchaser pursuant to section 363(m) of the Bankruptcy Code.

(iii) "Schedules" means the disclosure schedules attached hereto that Sellers have prepared and delivered to the Purchaser pursuant to the terms of this Agreement, setting forth information regarding the Business, the Purchased Assets, and other matters with respect to the Seller Entities as set forth therein.

(jjj) "Sellers" has the meaning specified in the preamble.

(kkk) "Straddle Period" means any taxable period that includes, but does not end on, the Closing Date.

(lll) "Successful Bidder" has the meaning set forth in the Bidding Procedures Order.

(mmm) "Tax" or "Taxes" (and with correlative meaning, "Taxable" and "Taxing") means any federal, state, local, foreign or other income, alternative, minimum, alternative minimum, add-on minimum, franchise, capital stock, net worth, capital, profits, intangibles, inventory, windfall profits, gross receipts, value added, sales, use, goods and services, excise, customs duties, transfer, conveyance, mortgage, registration, stamp, documentary, recording, premium, severance, environmental, natural resources, real property, personal property, ad valorem, intangibles, rent, occupancy, license, occupational, employment, unemployment insurance, social security, disability, workers' compensation, payroll, health care, withholding, estimated or other similar taxes, duty, levy or other governmental charge or assessment or deficiencies thereof (including all interest, penalties and fines thereon and additions thereto whether disputed or not).

(nnn) "Tax Return" means any return, report or similar statement required to be filed with respect to any Taxes (including any attached schedules), including any information return, claim for refund, amended return or declaration of estimated Tax including any combined, consolidated or unitary returns of any group of entities.

(ooo) "Transfer Taxes" has the meaning specified in Section 7.1(b).

(ppp) "United States" and "U.S." mean the United States of America.

(qqq) "Vehicles" means all motor vehicles, trucks and other rolling stock and all assignable warranties related thereto.

(rrr) "Wells Fargo" means Wells Fargo Bank, National Association, together with its predecessors, successors and assigns.

1.2 Other Definitional and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(ii) Dollars. Any reference in this Agreement to $ shall mean U.S. dollars.

(iii) Exhibits/Schedules. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. All Exhibits and Schedules are subject to the mutual agreement of the Parties at the time of execution of this Agreement by all of the Parties. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(iv) Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only, shall include the plural and vice versa.

(v) Headings. The provision of a Table of Contents, the division of this Agreement into Sections, subsections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

(vi) Herein. The words such as "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(vii) Including. The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(b) No Strict Construction. The Parties participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

SECTION 2
PURCHASE AND SALE

2.1 Purchased Assets. Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, each Seller shall sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to the Purchaser, and the Purchaser shall purchase, free and clear of all Liabilities and Encumbrances, all right, title and interest in, to or under the following properties and assets of such Seller (herein collectively called the "Purchased Assets"): (a) the Vehicles listed on Schedule 4.5, including, for the avoidance of doubt, tires free and clear of any leases (the "Purchased Vehicles"); (b) all Books and Records; and (c) warranties that relate solely to the Purchased Vehicles or any parts, equipment or component thereof.

2.2 Excluded Assets. Nothing herein contained shall be deemed to sell, transfer, assign or convey the Excluded Assets to the Purchaser, and Sellers shall retain all right, title and interest to, in and under the Excluded Assets. For all purposes of and under this Agreement, the term "Excluded Assets" shall mean all assets other than the Purchased Assets specifically enumerated in the definition thereof, including:

(a) all Cash and Cash Equivalents and Accounts Receivable;

(b) all shares of capital stock or other equity interest of any Seller or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interest of any Seller;

(c) all minute books, stock ledgers, corporate seals and stock certificates of Sellers;

(d) any Contracts, except for warranties that relate solely to the Purchased Vehicles or any parts, equipment or component thereof;

(e) all leases of leased real property and rights thereunder;

(f) any rights, claims or causes of action of Sellers under this Agreement or the Ancillary Documents, including all right, title and interest to the Cash Amount;

(g) all rights, receivables, claims or causes of action related to any Excluded Asset;

(h) all insurance policies of Sellers and all rights under any insurance policies;

(i) the Avoidance Actions; and

(j) Tax Returns and tax-related records of each Seller, any and all Claim, right or interest of Sellers in or with respect to any refund, rebate, abatement or other recovery for Taxes or any other Tax asset with respect to the Business or the Purchased Assets, together with any interest due thereon or penalty rebate arising therefrom.

2.3 Excluded Liabilities. Notwithstanding any provision in this Agreement to the contrary the Purchaser shall not assume and shall not be obligated to assume or be obligated to pay, perform or otherwise discharge any Liability of Sellers, and Sellers shall be solely and exclusively liable with respect to all Liabilities of Sellers (collectively the "Excluded Liabilities").

2.4 Further Assurances .

(a) On the Closing Date, (i) Sellers (as applicable) and the Purchaser shall execute and deliver such other instruments of transfer as shall be reasonably necessary to vest in the Purchaser title to the Purchased Assets free and clear of all Claims and Encumbrances. On or before the date that is thirty (30) days after the Closing Date (the "Outside Transfer Date"), Purchaser shall, at its own cost and expense, take possession and control of the Purchased Assets and remove all Purchased Vehicles from the Sellers' facilities. Sellers and the Purchaser shall cooperate with one another to execute and deliver such other documents and instruments as may be reasonably required to carry out the transactions contemplated hereby. At the Closing, and at all times thereafter as may be necessary, the Purchaser shall reasonably cooperate with Sellers at Sellers' request to facilitate the procurement, possession and return to Sellers of any Excluded Assets.

(b) Without limiting the generality of the foregoing, Sellers agree that from the Closing Date until the Outside Transfer Date, Sellers shall do all things necessary for Purchaser to procure, and take physical possession of the Purchased Assets, including granting or delivering to Purchaser all licenses or authorizations necessary to enter and use each location where the Purchased Assets are located for purposes of procuring and taking physical possession of such

Purchased Assets. Sellers acknowledge that Purchaser is not an insurer of the Sellers' personal property.

(c) The parties hereto agree, and the Sellers hereby expressly acknowledge, that Purchaser shall not be responsible for the removal or disposition of any environmentally hazardous chemicals, solvents or substances found at any location or in the Purchased Assets, other than those normally used with respect to the Purchased Assets, or obtaining or maintaining any environmental permits. The Sellers shall be responsible for ensuring that the Sellers possess and are in compliance with all environmental permits and Legal Requirements that are required for the operation of the Business and maintenance of the Purchased Assets.

SECTION 3
PURCHASE PRICE

3.1 Purchase Price . Subject to the terms and conditions set forth in this Agreement, the purchase price to be paid by the Purchaser in exchange for the Purchased Assets (the "Purchase Price") shall be the sum of the following:

(a) the Good Faith Deposit; plus

(b) the "all cash" sum in the amount of $2,101,500, (such amount, the "Cash Amount").

3.2 Closing Date Payment. At the Closing, the Purchaser shall satisfy the Purchase Price by delivery of the Cash Amount via wire transfer of immediately available funds to the accounts designated by Sellers.

3.3 Good Faith Deposit. Upon Purchaser's execution of this Agreement, the Purchaser shall deposit into an escrow account (the "Escrow Account") with Young Conaway Stargatt & Taylor, LLP (or other mutually agreed upon escrow agent), as escrow agent (the "Escrow Holder") an amount equal to $233,500 (the "Good Faith Deposit") in immediately available funds, pursuant to the bid requirements described in the Bidding Procedures. The Good Faith Deposit has been funded by the Purchaser pursuant to the Bidding Procedures. Following the execution of this Agreement by Sellers, the Good Faith Deposit (1) shall become nonrefundable upon the termination of this Agreement by (x) Sellers pursuant to Section 9.1(d) (which such termination right is restricted, as provided below) or (y) either Sellers or Purchaser pursuant to Section 9.1(c) if in the case of this clause (y), (A) the conditions in Sections 8.1 and 8.2 have been satisfied or are capable of being satisfied or have been waived (other than those conditions that by their nature are to be satisfied by actions taken at the Closing), and (B) Purchaser has failed to satisfy its obligations to effect the Closing by the date the Closing is required to have occurred pursuant to Section 3.5 and (2) shall be refunded to the Purchaser upon the termination of this Agreement for any other reason, including under Sections 9.1(a), (b), or (e) through (j) (subject to Section 9.3). At the Closing, the Good Faith Deposit (and any interest or income accrued thereon) shall be paid over to Sellers and upon such payment, credited and applied toward payment of the Purchase Price and the amount of any such interest or income accrued on the Good Faith Deposit as of the Business Day prior to the Closing Date shall be credited dollar for dollar against the Cash Amount. In the event the Good Faith Deposit becomes nonrefundable as provided herein before the Closing

by reason of a termination pursuant to Section 9.1(d), the Escrow Holder shall immediately disburse the Good Faith Deposit and all interest or income accrued thereon to Sellers to be retained by Sellers for their own account. Sellers' retention of the Good Faith Deposit pursuant to the preceding sentence shall constitute liquidated damages for the Purchaser's breach, and, except for the loss of the Good Faith Deposit, the Purchaser shall not have any further liability to Sellers and Sellers shall not have any further remedy against Purchaser. If the transactions contemplated herein terminate in accordance with the termination provisions hereof by any reason other than pursuant to Section 9.1(d) before the Sale Order is entered by the Bankruptcy Court, the Escrow Holder shall return to the Purchaser the Good Faith Deposit (together with all income or interest accrued thereon).

3.4 Allocation of Purchase Price. For tax reporting purposes only, the Purchase Price shall be allocated among the Purchased Assets in a manner determined by the Purchaser and Sellers in their reasonable discretions (the "Allocation") in accordance with Section 1060 of the Code and the treasury regulations promulgated thereunder, and, if applicable, the Purchaser and Sellers shall establish the Allocation within 45 days of the Closing Date. Neither the Purchaser nor any Seller shall take any position on any Tax Return or with any Governmental Authority that is inconsistent with the Allocation, except as required by law. In the event that any Governmental Authority disputes the Allocation, Sellers or the Purchaser, as the case may be, shall promptly notify the other Party of the nature of such dispute. The Purchaser and Sellers agree to prepare and timely file all applicable IRS forms required in connection with the transactions contemplated by this Agreement, including Form 8594, and other governmental forms, to cooperate with each other in the preparation of such forms and to furnish each other with a copy of such forms prepared in draft, within a reasonable period prior to the filing due date thereof.

3.5 Closing Date. Upon the terms and conditions set forth in this Agreement the closing of the sale of the Purchased Assets contemplated hereby (the "Closing") shall take place at the offices of Alston & Bird LLP located at 90 Park Avenue, New York, New York 10016, as promptly as practicable, and at no time later than the earlier of (a) the third Business Day, following the date on which the conditions set forth in Section 8 have been satisfied or waived (other than the conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), and (b) forty-five (45) days after the Petition Date, or at such other place or time as the Purchaser and Sellers may mutually agree. The date and time at which the Closing actually occurs is hereinafter referred to as the "Closing Date".

3.6 Deliveries of the Purchaser. At or prior to the Closing, the Purchaser shall deliver to Sellers, as applicable:

(a) the Cash Amount;

(b) the Assignment Agreement, and each other Ancillary Document to which the Purchaser is a party, duly executed by the Purchaser;

(c) the officer's certificates required to be delivered pursuant to Section 8.3(a)(i) and 8.3(a)(ii); and

3.7 Deliveries of Sellers. At or prior to the Closing, Sellers shall deliver to the Purchaser:

(a) the Bills of Sale, the Assignment Agreement, and each other Ancillary Document to which a Seller is a party, duly executed by each Seller;

(b) the officer's certificate required to be delivered pursuant to Section 8.2(a)(i) and 8.2(a)(ii);

(c) a complete and duly executed IRS Form W-9 by each Seller;

(d) a certificate of good standing, or equivalent document, for each Seller, as certified by the applicable Government Authority;

(e) all duly executed and/or endorsed certificates of title, title transfer documents, and original title documents with respect to each of the Purchased Vehicles, in each case in transferrable and/or recordable format reasonably satisfactory to Purchaser;

(f) all Books and Records;

(f) all information and credentials reasonably necessary for Purchaser and its Affiliates and each of their Representatives to take physical delivery of the Purchased Assets (including keys for such Purchased Vehicles), including access credentials for each of the locations where the Purchased Assets and keys are located, together with contact information for any individuals necessary for Purchaser and its Affiliates and their Representatives to access such locations; and

(g) all instruments and documents necessary to release any and all Encumbrances, including appropriate UCC financing statement amendments (including termination statements).

SECTION 4
REPRESENTATIONS AND WARRANTIES OF SELLERS

As an inducement to the Purchaser to enter into this Agreement and to consummate the transactions contemplated hereby, except as set forth in the Schedules, with disclosure of any item in any section or subsection of the Schedules deemed disclosed with respect to the section or subsection of this Agreement to which it corresponds and any other section or subsection of this Agreement to the extent the applicability of such disclosure is reasonably apparent on its face (without any requirement that the other Sections be cross-referenced), Sellers represents and warrants to the Purchaser as follows:

4.1 Organization of Sellers. Each Seller is an entity duly incorporated or organized, as the case may be, validly existing and in good standing under the laws of its state of incorporation or formation. Each Seller is in good standing in each jurisdiction in which the ownership or leasing of its properties or the conduct of its businesses requires such qualification, except where failure to so qualify or be in good standing would not have a Material Adverse Effect.

4.2 Authority of Sellers.

(a) Each Seller has full power and authority to execute, deliver and, subject to the entry of the Sale Order, perform its obligations under, and consummate the transactions contemplated by, this Agreement and each of the Ancillary Documents to which such Seller is a party, and to sell, transfer and assign the Purchased Assets to the Purchaser in accordance with the terms of this Agreement. The execution, delivery and performance of this Agreement and such Ancillary Documents by such Seller, and consummation of the transactions contemplated hereby and thereby, have been duly authorized and approved by all required action on the part of such Seller and, subject to the entry of the Sale Order, does not require any authorization or consent of any shareholders or members of such Seller that has not been obtained. This Agreement has been duly authorized, executed and delivered by such Seller and, subject to the entry of the Sale Order, is the legal, valid and binding obligation of such Seller enforceable in accordance with its terms, and each of the Ancillary Documents to which such Seller is a party has been duly authorized by such Seller and upon execution and delivery by such Seller and subject to the entry of the Sale Order, will be a legal, valid and binding obligation of such Seller enforceable in accordance with its terms.

(b) Subject to receipt of the Governmental Consents (if any are required), and after giving effect to the Sale Order, none of the execution and delivery of this Agreement or any of the Ancillary Documents by each Seller, the consummation by such Seller of any of the transactions contemplated hereby or thereby, or compliance with or fulfillment of the terms, conditions and provisions hereof or thereof by such Seller, will conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default or an event of default, or permit the acceleration of any Liability or loss of a material benefit, or result in the creation of any Encumbrance on any of the Purchased Assets (in each case with or without notice or lapse of time or both), under (i) any charter (or similar governing instrument) or by-laws (or similar governing document) of such Seller, (ii) any Order to which such Seller is bound or any Purchased Asset is subject or (iii) any Legal Requirement affecting such Seller or the Purchased Assets.

4.3 Title to the Purchased Assets. Sellers have, and, upon delivery to the Purchaser on the Closing Date of the instruments of transfer contemplated by Section 3.7, and subject to the terms of the Sale Order, Sellers will thereby transfer to Purchaser, good and valid title to all of the Purchased Assets, free and clear of all Liabilities or Encumbrances.

4.4 Consent and Approvals. To the knowledge of Sellers, Schedule 4.4 sets forth a true and complete list of each material consent, waiver, authorization or approval of any Governmental Authority or of any other Person, and each declaration to or filing or registration with any such Governmental Authority, that is required in connection with the execution and delivery of this Agreement and the Ancillary Documents by Sellers or the performance by Sellers of their obligations thereunder (the "Governmental Consents").

4.5 Vehicles.

(a) Schedule 4.5(a) contains the following information:

(i) a list of all Purchased Vehicles; and

(ii) for each Purchased Vehicle, (A) owner thereof (who, for the avoidance of doubt, is a Seller hereunder), (B) the odometer reading, as of the last day the Sellers recorded the odometer reading in the Ordinary Course of Business, (C) the respective vehicle identification number or equivalent thereof, (D) the manufacturer and model year, and (E) the physical location(s) of such Purchased Vehicle and keys on the Closing Date, and whether such location is owned or leased by the Sellers.

(b) To Sellers' knowledge, none of the Purchased Vehicles has been the subject of theft, loss, casualty, or destruction (except for such thefts, losses, casualties, and destruction that are within the range customarily experienced in the Ordinary Course of Business).

(c) The number of Purchased Vehicles is equal to 143.

4.6 NO OTHER REPRESENTATIONS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4 (AS MODIFIED BY THE SCHEDULES), NO SELLER MAKES ANY REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AT LAW OR IN EQUITY, IN RESPECT OF ANY OF ITS ASSETS (INCLUDING THE PURCHASED ASSETS), LIABILITIES, OR THE BUSINESS, INCLUDING WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY SUCH OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND NONE SHALL BE IMPLIED AT LAW OR IN EQUITY. NEITHER SELLERS NOR ANY OTHER PERSON, DIRECTLY OR INDIRECTLY, HAS MADE OR IS MAKING, ANY REPRESENTATION OR WARRANTY, WHETHER WRITTEN OR ORAL, REGARDING FINANCIAL PROJECTIONS OR OTHER FORWARD-LOOKING STATEMENTS OF ANY SELLER.

SECTION 5
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

As an inducement to Sellers to enter into this Agreement and to consummate the transactions contemplated hereby, the Purchaser hereby represents and warrants to Sellers as follows:

5.1 Organization and Authority of the Purchaser. (a) The Purchaser is a corporation, validly existing and in good standing under the laws of the State of Missouri. The Purchaser has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and all of the Ancillary Documents to which it is a party. The execution, delivery and performance of this Agreement and such Ancillary Documents by the Purchaser have been duly authorized and approved by all required action on the part of the Purchaser and do not require any further authorization or consent of the Purchaser or its shareholders or members. This Agreement has been duly authorized, executed and delivered by the Purchaser and is the legal, valid and binding agreement of the Purchaser enforceable against the Purchaser in accordance with its terms, and each Ancillary Document to which the Purchaser is a party has been duly authorized by the Purchaser and upon execution and delivery by the Purchaser will be a legal, valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms, except as (i) enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws

affecting creditors rights generally and (ii) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses.

(b) Neither the execution and delivery of this Agreement or any of such Ancillary Documents nor the consummation of any of the transactions contemplated hereby or thereby nor compliance with or fulfillment of the terms, conditions and provisions hereof or thereof will:

(i) conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default, or an event of default under (A) the Purchaser's organizational documents, (B) any Order to which the Purchaser is a party or by which it is bound or (C) any Legal Requirement affecting the Purchaser; or

(ii) require the approval, consent, authorization or act of, or the making by the Purchaser of any declaration, filing or registration with, any Person, other than filings with the Bankruptcy Court.

5.2 Litigation. There are no pending or, to the knowledge of the Purchaser, threatened Actions by any Person or Governmental Authority against or relating to the Purchaser (or any Affiliate of the Purchaser) or by the Purchaser or their respective assets or properties are or may be bound that, if adversely determined, would reasonably be expected to have a material adverse effect on the ability of the Purchaser to perform its obligations under this Agreement and the Ancillary Documents to which it is a party or for the Purchaser to consummate on a timely basis the transactions contemplated hereby or thereby.

5.3 No Brokers. Neither the Purchaser nor any Person acting on its behalf has paid or become obligated to pay any fee or commission to any broker, finder or intermediary for or on account of the transactions contemplated by this Agreement for which a Seller is or will become liable, and the Purchaser shall hold harmless and indemnify Sellers from any claims with respect to any such fees or commissions.

5.4 Good Faith. To the Purchaser's knowledge, there exist no facts or circumstances that would cause, or be reasonably expected to cause, the Purchaser and/or its Affiliates not to qualify as "good faith" purchasers under Section 363(m) of the Bankruptcy Code.

5.5 Financing. The Purchaser has, and all times through the Closing will have, (x) all funds necessary to consummate the transactions contemplated by this Agreement, including to promptly pay or discharge, when due, the Cash Amount and any other expenses and payments incurred by Purchaser in connection with the transactions contemplated by this Agreement and (y) capabilities (financial or otherwise) to perform its obligations hereunder. Purchaser has not and will not have incurred any obligation, commitment, restriction or Liability of any kind, that would impair or adversely affect such resources and capabilities.

5.6 Ownership of Sellers. The Purchaser does not hold, directly or indirectly, any beneficial or other ownership interest in any Seller or their respective securities.

5.7 No Inducement or Reliance. The Purchaser acknowledges that none of the Sellers or any of their respective Affiliates nor any other Person is making, and the Purchaser is not relying

on, any representations or warranties whatsoever, statutory, expressed or implied, written or oral, at law or in equity, beyond those expressly made by Sellers in Section 4 hereof (as modified by the Schedules).

SECTION 6
ACTION PRIOR TO THE CLOSING DATE

6.1 Conduct of Business Prior to the Closing Date. From and after the Agreement Date until the earlier of the Closing Date and the termination of this Agreement in accordance with the terms of Section 9 hereof, Sellers shall maintain the Purchased Assets and operate and carry on the Business in all material respects only in the Ordinary Course of Business, except as otherwise expressly required by this Agreement or the Bankruptcy Case or with the consent of the Purchaser, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding anything to the contrary in this Section 6.1, the pendency of the Bankruptcy Case and the effects thereof shall in no way be deemed a breach of this Section 6.1.

6.2 Notification of Breach; Disclosure. Each Party shall promptly notify the other of any event, condition or circumstance of which such Party becomes aware prior to the Closing Date that would cause, or would reasonably be expected to cause, a violation or breach of this Agreement (or a breach of any representation or warranty contained in this Agreement). During the period prior to the Closing Date, each Party will promptly advise the other in writing of any written notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement. It is acknowledged and understood that no notice given pursuant to this Section 6.2 shall have any effect on the representations, warranties, covenants or agreements contained in this Agreement for purposes of determining satisfaction of the conditions contained herein.

6.3 Insurance. Until the Closing, Sellers shall not, without the Purchaser's prior written consent, deliver written notice of cancellation to the issuer thereof with respect to any of Sellers' existing insurance policies with respect to the Purchased Assets.

6.4 Bankruptcy Court Approval; Procedures.

(a) Sellers acknowledge that (i) Purchaser has expended considerable time and expense in connection with this Agreement and the negotiation thereof and the identification and quantification of the Purchased Assets, (ii) Sellers' agreement to pay the Break-Up Fee and Purchaser Expense Reimbursement on the terms set forth herein are an integral part of the transactions contemplated by this Agreement and are a necessary inducement for the Purchaser to enter into this Agreement, and (iii) Purchaser's efforts have substantially benefited Sellers and will benefit Sellers and will benefit the bankruptcy estates of Sellers through the submission of the offer reflected in this Agreement which will, among other things, serve as a minimum bid on which other potentially interested bidders can rely. In consideration thereof, Sellers, jointly and severally, shall pay to Purchaser, in accordance with the terms hereof, and the Bidding Procedures Order and subject to approval by the Bankruptcy Court, (A) a break-up fee (the "Break-Up Fee") in an amount equal to $93,000 and (B) the Purchaser Expense Reimbursement. The Break-Up Fee shall only be payable following the termination of this Agreement pursuant to Section 9.1(f). The Purchaser Expense Reimbursement shall only be payable following termination of this agreement

pursuant to Section 9.1(c), or (e) through (j). If payable hereunder, the Break-Up Fee and Purchaser Expense Reimbursement shall be paid to an account designated by Purchaser by wire transfer of immediately available funds within three (3) Business Days after the closing of a Restructuring Transaction. The Break-Up Fee and Purchaser Expense Reimbursement shall, subject to Bankruptcy Court approval, constitute an administrative expense against each Seller and its respective estate in the Bankruptcy Case under Sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code. Payment of the Break-Up Fee and Purchaser Expense Reimbursement pursuant to this Section 6.4(a) shall constitute liquidated damages for the events described in Section 9.1(c, e, f, g, h, i, and j), and Sellers shall not have any further liability to the Purchaser.

(b) Sellers and the Purchaser acknowledge that this Agreement and the sale of the Purchased Assets are subject to Bankruptcy Court approval. Sellers and the Purchaser acknowledge that to obtain such approval, Sellers must demonstrate that they have taken reasonable steps to obtain the highest or otherwise best offer possible for the Purchased Assets, including giving notice of the transactions contemplated by this Agreement to creditors and certain other interested parties as ordered by the Bankruptcy Court and conducting an auction in respect of the Purchased Assets.

(c) Purchaser understands and agrees that Sellers are debtors in possession in bankruptcy and will conduct a sale process and auction and that Sellers shall use this Agreement as the base bid for the Purchased Assets (*i.e.*, as a "stalking horse bid"). The Purchaser shall be entitled to participate in any auction beyond its base bid pursuant to this Agreement and the Bidding Procedures Order. If an auction is conducted pursuant to the Bidding Procedures Order and Purchaser is not the Successful Bidder, Purchaser shall, in accordance with and subject to the Bidding Procedures Order, be required to serve as the Next-Highest Bidder if Purchaser is the next highest or otherwise best bidder for the Purchased Assets at auction.

(d) In the event an appeal is taken or a stay pending appeal is requested, with respect to the Bidding Procedures Order, or the Sale Order, Sellers shall promptly notify the Purchaser of such appeal or stay request and shall promptly provide to the Purchaser a copy of the related notice of appeal or order of stay. Sellers shall also provide the Purchaser with written notice of any motion or application filed in connection with any appeal from such orders. Sellers will be deemed to have complied with such notice requirements if copies of such documents are otherwise served on Purchaser. In the event the entry of the Sale Order or the Bidding Procedures Order shall be appealed, Sellers shall use their commercially reasonable efforts to defend such appeal.

6.5 Bankruptcy Filings. From and after the Agreement Date, prior to filing any papers or pleadings in the Bankruptcy Case that relate, in whole or in part, to this Agreement or the Purchaser, Sellers shall provide the Purchaser with a copy of such papers or pleadings at least one (1) day prior to filing with the Bankruptcy Court, which papers and pleadings shall be in form and substance reasonably acceptable to Purchaser.

SECTION 7
ADDITIONAL AGREEMENTS

7.1 Taxes.

(a) All personal property taxes and other ad valorem taxes levied with respect to the Purchased Assets (other than Transfer Taxes) for a Straddle Period shall be apportioned based on the number of days of the Straddle Period ending on and including the Closing Date and the number of days of the Straddle Period after the Closing Date. The applicable Seller shall be liable for the amount of such taxes that is attributable to the portion of the Straddle Period ending on and including the Closing Date, and Purchaser shall be liable for the amount of such taxes that is attributable to the remaining portion of the Straddle Period. Each Seller and Purchaser shall cooperate to promptly pay or reimburse the other for any such taxes based on their respective liability for such taxes as determined pursuant to this Section 7.1(a). Any refunds of such taxes with respect to a Straddle Period shall be apportioned between the applicable Seller and Purchaser in a similar manner.

(b) Without limiting the other terms set forth in this Agreement, any sales Tax, use Tax, documentary stamp Tax or similar Tax attributable to the sale or transfer of the Purchased Assets and not exempted under the Sale Order or by section 1146(a) of the Bankruptcy Code ("Transfer Taxes") shall be borne by the Purchaser. The Purchaser shall, at its own expense, file any necessary Tax Returns relating to Transfer Taxes and other documentation with respect to any Transfer Taxes.

(c) The Purchaser and Sellers agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Business and the Purchased Assets (including access to books and records) as is reasonably necessary for the filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any audit by any taxing authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax, in each case, for any Straddle Period and for all prior taxable periods. The Purchaser and Sellers shall retain all books and records with respect to Taxes pertaining to the Purchased Assets for any Straddle Period and all prior taxable periods until the expiration of the applicable statute of limitations of the taxable period for which such Tax Returns and other documents related. Sellers and the Purchaser shall cooperate with each other in the conduct of any audit or other proceeding relating to Taxes involving the Purchased Assets or the Business for any Straddle Period and for all prior taxable periods.

7.2 Release. Effective as of the Closing, the Purchaser, on behalf of itself and its successors, assigns, Representatives, administrators and agents, and any other person or entity claiming by, though, or under any of the foregoing, does hereby unconditionally and irrevocably release, waive and forever discharge each Seller and each of the Sellers' past and present directors, officers, employees, advisors, accountants, investment bankers, attorneys, and agents from any and all claims, demands, damages, judgments, causes of action and liabilities or any nature whatsoever, whether or not known, suspected or claimed, arising directly or indirectly from any act, omission, event or transaction occurring (or any circumstances existing) with respect to the Business or the Purchased Assets on or prior to the Closing, except for any acts, omission, event or transaction occurring with respect to this Agreement, the Ancillary Documents and the

transactions contemplated by this Agreement. For the avoidance of doubt, this Section 7.2 shall not affect claims, if any, arising under or related to agreements between Purchaser and Sellers entered into prior to the Agreement Date that are unrelated to this transaction.

SECTION 8
CONDITIONS TO CLOSING

8.1 Conditions to Obligations of Each Party. The respective obligations of each Party to effect the sale and purchase of the Purchased Assets shall be subject to the fulfillment (or, if permitted by applicable Legal Requirement, waiver) on or prior to the Closing Date, of the following conditions:

(a) the Sale Order shall have been entered and become a Final Order; and

(b) no Governmental Authority shall have enacted, issued, promulgated or entered any Order that is in effect and has the effect of making illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement that has not been withdrawn or terminated.

8.2 Conditions to Obligations of the Purchaser.

(a) The obligation of the Purchaser to purchase the Purchased Assets contemplated by this Agreement shall be subject to the fulfillment or waiver on or prior to the Closing Date of the following additional conditions:

(i) the representations and warranties of Sellers contained herein shall be true and correct as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which case, such representations and warranties shall be true and correct in all respects as of such earlier date), interpreted without giving effect to any Material Adverse Effect or materiality qualifications therein, except where all failures of such representations and warranties to be true and correct, in the aggregate, do not have a Material Adverse Effect, and the Purchaser shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof;

(ii) the covenants and agreements that Sellers are required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects, and the Purchaser shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof; and

(iii) Sellers shall be prepared to deliver, or cause to be delivered, to the Purchaser at Closing all of the items set forth in Section 3.7.

(b) Any condition specified in Section 8.2(a) may be waived by the Purchaser; provided that no such waiver shall be effective against the Purchaser unless it is set forth in a writing executed by the Purchaser.

8.3 Conditions to Obligations of Sellers.

(a) The obligations of Sellers to sell the Purchased Assets contemplated by this Agreement shall be subject to the fulfillment or waiver on or prior to the Closing Date of the following additional conditions:

(i) the representations and warranties of the Purchaser contained herein shall be true and correct in all material respects as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which case, such representations and warranties shall be true and correct in all respects as of such earlier date) and Sellers shall have received a certificate of the Purchaser to such effect signed by a duly authorized officer thereof;

(ii) the covenants and obligations that the Purchaser is required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects, and Sellers shall have received a certificate of the Purchaser to such effect signed by a duly authorized officer thereof; and

(iii) each of the deliveries required to be made to Sellers pursuant to Section 3.6 shall have been so delivered.

(b) Any condition specified in Section 8.3(a) may be waived by Sellers; provided that no such waiver shall be effective against Sellers unless it is set forth in writing executed by Sellers.

SECTION 9
TERMINATION

9.1 Termination. This Agreement may be terminated, and the transactions contemplated hereby may be abandoned, by written notice promptly given to the other Parties hereto, at any time prior to the Closing Date:

(a) by mutual written consent of the Purchaser and Sellers;

(b) by either the Purchaser or Sellers if any Order that prohibits the consummation of the transaction shall have become final and not appealable;

(c) by either the Purchaser or Sellers upon ten (10) calendar days' written notice of such termination to the other Parties, if the Closing shall not have occurred on or prior to the date which is fourteen (14) days after entry of the Sale Order (the "Termination Date"); provided, however that the right to terminate this Agreement under this Section 9.1(c) will not be available to a Party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before the Termination Date;

(d) by written notice from Sellers to the Purchaser, if the Purchaser breaches or fails to perform in any respect any of its representations, warranties or covenants contained in this Agreement and such breach or failure to perform: (i) would give rise to the failure of a condition set forth in Section 8.3(a)(i) or 8.3(a)(ii), and (ii) cannot be or has not been cured within fourteen (14) days following delivery of notice to the Purchaser of such breach or failure to perform; provided, however, that Sellers shall not be permitted to terminate this Agreement

pursuant to this Section 9.1(d) if Sellers are then in breach of the terms of this Agreement such that the conditions set forth in Section 8.2(a)(i) or 8.2(a)(ii) would not be satisfied;

(e) by written notice from the Purchaser to Sellers, if any Seller breaches or fails to perform in any respect any of Sellers' representations, warranties or covenants contained in this Agreement and such breach or failure to perform: (i) would give rise to the failure of a condition set forth in Section 8.2(a)(i) or 8.2(a)(ii), or (ii) cannot be or has not been cured within fourteen (14) days following delivery of notice to Sellers of such breach or failure to perform; provided, however, that the Purchaser shall not be permitted to terminate this Agreement pursuant to this Section 9.1(e) if the Purchaser is then in breach of the terms of this Agreement such that the conditions set forth in Section 8.3(a)(i) or 8.3(a)(ii) would not be satisfied;

(f) by either the Purchaser or Sellers if (i) any Seller enters into a definitive agreement with respect to an Alternative Transaction, (ii) the Bankruptcy Court enters an Order approving an Alternative Transaction, and (iii) an Alternative Transaction is consummated;

(g) the Bankruptcy Case is (A) dismissed, (B) converted to a case or cases under chapter 7 of the Bankruptcy Code, or (C) if a trustee or examiner with expanded powers to operate or manage the financial affairs, the business, or the reorganization of any Seller is appointed in any of the Bankruptcy Cases;

(h) by Purchaser, if Sellers have failed to obtain entry of an effective and unstayed Bidding Procedures Order that is reasonably acceptable to Buyer (which shall include approval of the Break-Up Fee and Purchaser Expense Reimbursement) by no later than the date that is thirty (30) days after the Petition Date; provided, further, that the Parties agree that Bidding Procedures and Bidding Procedures Order in substantially the form attached hereto as Exhibit B are acceptable to Buyer and Sellers;

(i) by Purchaser, if the Bidding Procedures Order (including the Bidding Procedures, Break-Up Fee, or Purchaser Expense Reimbursement) or the Sale Order is modified in any material respect without the consent of the Purchaser; or

(j) by Purchaser, if the Bankruptcy Court enters an order pursuant to section 362 of the Bankruptcy Code lifting or modifying the automatic stay with respect to any of the Purchased Assets.

For purposes of this Section 9.1, "Alternative Transaction" means the following transactions with or by any Person or group (other than the Purchaser or an affiliate of Purchaser): (a) a Restructuring Transaction, or (b) one or more sales, leases or others disposition directly or indirectly by merger, consolidation, tender offer, share exchange or otherwise of all or any portion of the Purchased Assets, whether in one transaction or a series of transactions.

9.2 Effect of Termination. In the event of termination of this Agreement by either Party, all rights and obligations of the Parties under this Agreement shall terminate without any liability of any Party to any other Party except as otherwise provided in Section 6.4(a) with respect to Sellers' obligation to pay the Break-Up Fee and Purchaser Expense Reimbursement, and except that each Party shall be liable for Fraud or any willful breach of this Agreement by such Party.

Notwithstanding the foregoing, the provisions of Section 9.2, Section 6.4(a), Section 10 and Section 11 shall expressly survive the expiration or termination of this Agreement (and, to the extent applicable to the interpretation or enforcement of such provisions, Section 1).

9.3 Good Faith Deposit. In the event that this Agreement is terminated (x) under Section 9.1(d) or (y) by either Sellers or Purchaser pursuant to Section 9.1(c) if in the case of this clause (y), (A) the conditions in Sections 8.1 and 8.2 have been satisfied or are capable of being satisfied or have been waived (other than those conditions that by their nature are to be satisfied by actions taken at the Closing), and (B) Purchaser has failed to satisfy its obligations to effect the Closing by the date the Closing is required to have occurred pursuant to Section 3.5, Sellers shall retain the Good Faith Deposit and Purchaser shall have no further rights thereto. In the event that this Agreement is terminated under Section 9.1(a), (b), or (e) through (j) and provided that the Purchaser is not in material breach of any provision of this Agreement prior to such termination and provided further that in the case of Sections 9.1(e) or (f), the Purchaser is ready, willing and able to close the transactions contemplated hereby, the Escrow Holder shall disburse to the Purchaser any amounts held in the Escrow Account pursuant to the Bidding Procedures.

SECTION 10

10.1 Survival. The representations and warranties of the Purchaser and Sellers made in this Agreement and the covenants of the Purchaser and Sellers contained in this Agreement that, by their terms, are to be performed prior to the Closing shall not survive the Closing Date and shall be extinguished by the Closing and the consummation of the transaction contemplated by this Agreement. Absent Fraud by the Sellers, if the Closing occurs, the Purchaser shall not have any remedy against Sellers, and Sellers shall not have any remedy against the Purchaser or its Affiliates for (a) any breach of a representation or warranty contained in this Agreement (other than to terminate the Agreement in accordance with the terms hereof) and (b) any breach of a covenant contained in this Agreement with respect to the period prior to the Closing Date.

10.2 Purchase Price Adjustments. On or before the date that is 20 days from the Agreement Date, Purchaser shall deliver to Sellers Schedule 10.2, which shall set forth specific values attributed to each of the Purchased Vehicles (each a "Vehicle Value") totaling the Purchase Price. From the Agreement Date until the Closing Date, (i) in the event any Purchased Vehicle is destroyed or stolen, the entire Vehicle Value of such Purchased Vehicle shall be deducted from the Cash Amount; and (ii) in the event of any material damage to any Purchased Vehicle, including, for the avoidance of doubt, with respect to tires of such vehicles, either party may provide notice to the other of such damage and Sellers and Purchaser shall engage in good faith to agree on a revised Vehicle Value for such Purchased Vehicle and the difference between the original Vehicle Value and revised Vehicle Value shall be deducted from the Cash Amount. In the event Sellers and Purchaser are unable to agree on a revised Vehicle Value within five (5) Business Days of any notice provided pursuant to the above, Sellers and Purchaser agree to submit such dispute to the Bankruptcy Court for resolution on an expedited basis.

SECTION 11
GENERAL PROVISIONS

11.1 Confidential Nature of Information. Sellers, on the one hand, and Purchaser, on the other agrees that it will treat in confidence all documents, materials and other information that it shall have obtained regarding Purchaser and its Affiliates and Sellers and their respective Affiliates, respectively, during the course of the negotiations leading to the consummation of the transactions contemplated hereby (whether obtained before or after the date of this Agreement), the investigation provided for herein and the preparation of this Agreement and other related documents. Such documents, materials and information shall not be disclosed or communicated to any third Person (other than, in the case of the Purchaser, to its counsel, accountants, financial advisors and potential lenders, and in the case of Sellers, to their counsel, accountants, financial advisors, pre-Filing lenders, DIP Agent, DIP Lender and members of the official committee of unsecured creditors appointed in the Bankruptcy Case, if any. No Party shall use any confidential information referred to in the first sentence of this paragraph in any manner whatsoever except solely for the purpose of evaluating the proposed purchase and sale of the Purchased Assets and the enforcement of its rights hereunder and under the Ancillary Documents; provided, however, that after the Closing, the Purchaser may use or disclose any confidential information included in the Purchased Assets and may use or disclose other confidential information that is otherwise reasonably related to the Business or the Purchased Assets. The obligation of each Party to treat such documents, materials and other information in confidence shall not apply to any information that (a) is or becomes available to such Party from a source other than the disclosing Party, provided such other source was not, and such Party would have no reason to believe such source was, subject to a confidentiality obligation in respect of such information, (b) is or becomes available to the public other than as a result of disclosure by such Party or its agents, (c) is required to be disclosed under applicable law or judicial process, including the Bankruptcy Case, but only to the extent it must be disclosed, (d) such Party reasonably deems necessary to disclose to obtain any of the consents or approvals contemplated hereby or (e) Sellers deem necessary to disclose to comply with the Bidding Procedures Order.

11.2 No Public Announcement. Neither Sellers nor the Purchaser shall, without the approval of Sellers (in the case of a disclosure by the Purchaser) or the Purchaser (in the case of a disclosure by Sellers), make any press release or other public announcement concerning the transactions contemplated by this Agreement, except as and to the extent that any such Party shall be so obligated by law, including as may be required by the Bankruptcy Case, the Bidding Procedures Order or other Order of the Bankruptcy Court, the Bankruptcy Code, securities laws, or the rules of any stock exchange, in which case the other Party or Parties shall be advised prior to such disclosure and the Parties shall use their reasonable best efforts to cause a mutually agreeable release or announcement to be issued.

11.3 Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be given or delivered by personal delivery, by electronic mail or by a nationally recognized private overnight courier service addressed as follows:

If to Purchaser, to:	ABC Bus, Inc. 1506 30th Street NW Faribault, MN 55021 ATTN: Chief Legal Counsel Email: legal@abc-companies.com Tel.: 507-334-1871
with a copy to (which shall not constitute notice):	Judy Thompson JD Thompson Law Post Office Box 33127 Charlotte, NC 28233 E-mail: jdt@jdthompsonlaw.com
If to Sellers, to:	Coach USA, Inc. 160 S. Route 17 North Paramus, NJ 07652 ATTN: Derrick Waters Linda Burtwistle Ross Kinnear E-mail: Derrick.Waters@coachusa.com Linda.Burtwistle@coachusa.com Ross.Kinnear@coachusa.com
with a copy to (which alone shall not constitute notice):	Alston & Bird LLP 90 Park Avenue New York, NY 10016-1387 ATTN: Matthew Kelsey Eric Wise William Hao E-mail: matthew.kelsey@alston.com eric.wise@alston.com william.hao@alston.com Young Conaway Stargatt & Taylor, LLP Rodney Square 1000 North King Street Wilmington, Delaware 19801 ATTN: Sean Beach Joe Mulvihill E-mail: sbeach@ycst.com jmulvihill@ycst.com

or to such other address as such party may indicate by a notice delivered to the other party hereto.

All notices and other communications required or permitted under this Agreement that are addressed as provided in this Section 11.3 if delivered personally shall be effective upon delivery, if by overnight carrier shall be effective one (1) Business Day following deposit with such

overnight carrier, if delivered by mail, shall be effective three (3) days following deposit in the United States certified mail, postage prepaid, and if by e-mail prior to 6:00 p.m. prevailing ET, on the date of delivery to the email address set forth above, and if by e-mail at or after 6:00 p.m. prevailing ET, on the next Business Day, in each case provided the computer record indicates a full and successful transmission and no failure message is generated.

11.4 Successors and Assigns.

(a) Except as expressly permitted in this Agreement, the rights and obligations of the Parties under this Agreement shall not be assignable by such Parties without the written consent of the other Parties hereto.

(b) This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. The successors and permitted assigns hereunder shall include any permitted assignee as well as the successors in interest to such permitted assignee (whether by merger, consolidation, liquidation (including successive mergers, consolidations or liquidations) or otherwise). Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any Person other than the Parties and successors and assigns permitted by this Section 11.4 any right, remedy or claim under or by reason of this Agreement.

11.5 Entire Agreement; Amendments; Schedules. This Agreement, that certain Confidentiality Agreement dated February 15, 2024, by and between ABC Companies, Inc. and Coach USA, Inc., the Ancillary Documents and the Schedules referred to herein contain the entire understanding of the Parties hereto with regard to the subject matter contained herein or therein, and supersede all prior agreements, understandings or letters of intent between or among any of the Parties hereto with respect to such subject matter. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized Representative of each of the Parties.

11.6 Waivers. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the Party or Parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any Party, it is authorized in writing by an authorized Representative of such Party. Except as otherwise provided herein, the failure of any Party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

11.7 Expenses. Each Party will pay all costs and expenses incident to its negotiation and preparation of this Agreement and to its performance and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including the fees, expenses and disbursements of its counsel and accountants.

11.8 Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the

provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

11.9 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement and shall become binding when one or more counterparts have been signed by and delivered to each of the Parties hereto. Delivery of an executed counterpart of a signature page to this Agreement by electronic delivery (i.e., by electronic mail of a PDF signature page) shall be effective as delivery of a manually executed counterpart of this Agreement.

11.10 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed in that State.

(a) All Actions arising out of or relating to this Agreement, including the resolution of any and all disputes hereunder, shall be heard and determined in the Bankruptcy Court, and the Parties hereby irrevocably submit to the exclusive jurisdiction of the Bankruptcy Court in any such Action and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action. The Parties hereby consent to service of process by mail (in accordance with Section 11.3) or any other manner permitted by law.

(b) THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SELLERS, THE PURCHASER, OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

11.11 No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind; provided, however, that Wells Fargo is and will remain a third-party beneficiary of, to, and under this Agreement to the extent of any Encumbrances or other rights or interests of Wells Fargo arising in or under, or otherwise relating to, the terms of this Agreement. Notwithstanding anything in this Agreement to the contrary, the undersigned each acknowledges, confirms, and agrees that all of Sellers' rights and interests in, under, and to this Agreement, including all of Sellers' rights and interests in, under, and to the Good Faith Deposit, are subject to any Encumbrances and other rights or interests therein from time to time granted or otherwise provided to Wells Fargo, including under or in connection with any cash collateral order, debtor-in-possession financing order, or related documentation from time to time approved by the Bankruptcy Court, and including any Encumbrances granted or provided to Wells Fargo from time to time under any of Sections 361 or 364 of the Bankruptcy Code.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Asset Purchase Agreement to be executed the day and year first above written.

PURCHASER:

ABC Bus, Inc.,

By: DocuSigned by: Charles Carns EDFDE1B21E2B4FE...
Name: Charles E. Carns
Title: Chief Financial Officer

[Signatures Continue on Following Pages]

SELLERS:

COACH USA, INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer & Treasurer

COACH LEASING, INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer & Treasurer

MEGABUS SOUTHEAST, LLC

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer & Treasurer

SCHEDULE A

SELLERS

- Coach USA, Inc.
- Coach Leasing, Inc.; and
- Megabus Southeast, LLC

EXHIBIT A

FORM OF ASSIGNMENT AGREEMENT

EXHIBIT B

FORM OF BIDDING PROCEDURES ORDER

EXHIBIT C

FORM OF BILL OF SALE

EXHIBIT D

FORM OF SALE ORDER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
COACH USA, INC., *et al*.[1],	Case No. 24-_____ (____)
Debtors.	(Joint Administration Requested)
	Ref. Docket No. ___

ORDER AUTHORIZING AND APPROVING (I) PURCHASE AGREEMENT AMONG DEBTORS AND ABC BUS, INC., (II) THE SALE OF THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, RIGHTS, ENCUMBRANCES, AND OTHER INTERESTS, (II) THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS, AND UNEXPIRED LEASES, AND (III) GRANTING RELATED RELIEF

Upon the *Debtors' Motion for Entry of (A) An Order (I) Approving Bid Procedures in Connection with the Sale of Substantially All of the Debtors' Assets, (II) Designating Stalking Horse Bidders and Stalking Horse Bidder Protections, (III) Scheduling Auctions for and a Hearing to Approve the Sale of Assets, (IV) Approving Notice of Respective Date, Time and Place for Auctions and for a Hearing on Approval of the Sale, (V) Approving Procedures for the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (VI) Approving Form and Manner of Notice Thereof, and (VII) Granting Related Relief; and (B) Orders Authorizing and Approving (I) The Sale of the Debtors' Assets Free and Clear of Liens, Claims, Rights, Encumbrances, and Other Interests, (II) The Assumption and Assignment of Certain Executory Contracts, and Unexpired Leases, and (III) Granting Related Relief* (the "Motion") for entry of an order authorizing or approving, among other things, (i) the sales of 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.

Assets free and clear of all claims, liens, liabilities, rights, interests, and encumbrances (except certain permitted encumbrances and/or assumed liabilities as determined by the Debtors and ABC Bus, Inc.), (ii) the Debtors to assume and assign certain executory contracts and unexpired leases, and (iii) related relief; and the and the Court having entered a prior order, dated [____], 2024 [Docket No. •] (the "Bid Procedures Order"), approving bidding procedures for the Debtors' Assets (the "Bid Procedures")[2] and approving procedures for the assumption and assignment of the Debtors' executory contracts and unexpired leases (the "Assumption and Assignment Procedures"), and granting certain related relief; and the Debtors having identified the bid by Purchaser as the highest and otherwise best bid for the Purchased Assets; and upon the *Declaration of Spencer Ware in Support of the Debtors' Chapter 11 Petitions and Requests for First Day Relief* [Docket No. •] and the *Declaration of John Sallstrom in Support of the Motion* [Docket No. •]; and the Auction having been [held][cancelled] in accordance with the Bid Procedures; and the Debtors having filed the a notice of successful bidder [Docket No. •], designating ABC Bus, Inc. or its designee (the "Purchaser") as the Successful Bidder for the Purchased Assets; and the Court having jurisdiction to consider the Motion 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 the 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 the Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and the Court having found that proper and adequate notice

[2] Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below), or if not defined therein, the Bid Procedures, or if not defined therein, the Motion.

of the Motion and the relief requested therein has been provided in accordance with the Bankruptcy Rules and the Local Rules, and that, except as otherwise ordered herein, no other or further notice is necessary; and any objections (if any) to the Motion having been withdrawn or overruled on the merits; and a hearing on the Motion (the "Sale Hearing") having been held to consider the relief requested in the Motion and to review and consider (i) the Motion and the exhibits thereto, and (ii) the Asset Purchase Agreement, dated as of [____], 2024, by and among the Debtors and Purchaser, a copy of which is attached hereto as Exhibit A (together with any schedules and exhibits thereto, the "Purchase Agreement") whereby the Debtors have agreed, among other things, to sell the Purchased Assets (as defined in the Purchase Agreement) to Purchaser on the terms and conditions set forth in the Purchase Agreement (collectively, the "Sale"); and the Debtors having determined that the Qualified Bid submitted by Purchaser as embodied in the Purchase Agreement is the highest and otherwise best bid for the Purchased Assets and having selected such bid as the Successful Bid pursuant to the Bid Procedures; and upon the record of the Sale Hearing, all of the proceedings had before the Court, and all other pleadings in these Chapter 11 Cases, including this Motion; and the Court having found and determined that the relief sought in the Motion as it pertains to the relief granted hereby is in the best interests of the Debtors, their estates, their creditors and all other parties-in-interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW BASED ON THE PLEADINGS, THE REPRESENTATIONS OF THE PARTIES, AND THE RECORD ESTABLISHED AND EVIDENCE PRESENTED AT THE HEARING:

A. Fed. R. Bankr. P. 7052. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052. To the

extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Jurisdiction and Venue. The Court 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 February 29, 2012. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The Court may enter a final order with respect to the Motion, the Purchase Agreement, the transactions contemplated thereby, and all related relief, in each case, consistent with Article III of the United States Constitution.

C. Final Order. This Order constitutes a final and appealable order as set forth in 28 U.S.C. § 158(a), except as otherwise set forth herein.

D. Statutory and Legal Predicates. The statutory and legal predicates for the relief requested in the Motion are sections 105(a), 363, 365, 503, and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 6003, 6004, 6006, 9007, 9008, and 9014 and Local Rules 2002-1, 6004-1, 9006-1, and 9013-1(m).

E. Opportunity to Object. A fair and reasonable opportunity to object or be heard regarding the relief granted by this Order, including, but not limited to, the assumption and assignment of the Assigned Contracts and the Cure Costs (each as defined below), has been afforded to all interested Persons and Entities (as defined below).

F. Sound Business Purpose. The Debtors have demonstrated that their entry into the Purchase Agreement and related or ancillary agreements thereto or contemplated thereby (collectively, the "Ancillary Agreements") is supported by good, sufficient and sound business

reasons. A sale of the Purchased Assets, including the assignment of the Assumed Contracts, will maximize the value of the Debtors' estates and represents a reasonable exercise of the Debtors' sound business judgment. The Debtors determined that the Purchase Agreement constitutes the highest and otherwise best offer for the Purchased Assets, and pursuant to the terms and conditions of the Purchase Agreement, the Debtors have agreed to transfer to Purchaser all of the Debtors' right, title and interest in and to, the Purchased Assets free and clear of all Liabilities and Encumbrances, and, if requested by Purchaser, to assume and assign the Contracts (collectively, the "Assigned Contracts") to Purchaser subject to the terms and conditions of the Purchase Agreement and this Order, and such determination is a valid and sound exercise of the Debtors' business judgment.

G. The consummation of the Sale and the assumption and assignment of the Assigned Contracts are legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), and 365 of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the Sale.

H. Compliance with Bid Procedures. The Debtors, Purchaser and their respective counsel and other advisors have complied with the Bid Procedures Order, the Bid Procedures, and the Assumption and Assignment Procedures in all respects. Purchaser submitted a Qualified Bid pursuant to the Bid Procedures approved by the Court, was determined to be the Successful Bidder for the Purchased Assets, and was granted certain Bid Protections in accordance with the Bid Procedures Order and the Bid Procedures.

I. Marketing Process. The Debtors and their advisors thoroughly and fairly marketed the Purchased Assets and conducted the related sale process in good faith and in a fair and open

manner, soliciting offers to acquire the Purchased Assets from a wide variety of parties. The sale process and the Bid Procedures were non-collusive, duly noticed, and provided a full, fair, reasonable, and adequate opportunity for any Person or Entity that expressed an interest in acquiring the Purchased Assets, or who the Debtors believed may have an interest in acquiring, and be permitted and able to acquire, the Purchased Assets, to conduct due diligence, make an offer to purchase the Debtors' assets, including, without limitation, the Purchased Assets, and submit higher and otherwise better offers for the Purchased Assets than Purchaser's Successful Bid. The Debtors and Purchaser have negotiated and undertaken their roles leading to the Sale and entry into the Purchase Agreement in a diligent, non-collusive, fair, reasonable, and good faith manner. The sale process conducted by the Debtors pursuant to the Bid Procedures Order and the Bid Procedures resulted in the highest and otherwise best offer for the Purchased Assets for the Debtors and their estates, was in the best interests of the Debtors, their creditors, and all parties in interest, and any other transaction would not have yielded as favorable a result. The Debtors' determinations that the Purchase Agreement constitutes the highest and otherwise best offer for the Purchased Assets and maximizes value for the benefit of the Debtors' estates constitutes a valid and sound exercise of the Debtors' business judgment and are in accordance and compliance with the Bid Procedures and the Bid Procedures Order. The Purchase Agreement represents fair and reasonable terms for the purchase of the Purchased Assets. No other Person or Entity has offered to purchase the Purchased Assets for greater overall value to the Debtors' estates than the Purchaser. Approval of the Motion (as it pertains to the Sale) and the Purchase Agreement and the consummation of the transactions contemplated thereby will maximize the value of each of the Debtors' estates and are in the best interests of the Debtors, their estates, their creditors, and all

other parties in interest. There is no legal or equitable reason to delay consummation of the transactions contemplated by the Purchase Agreement, including without limitation, the Sale.

J. Good Faith. Purchaser is not an "insider" or "affiliate" of any of the Debtors as those terms are defined in section 101 of the Bankruptcy Code, and no common identity of incorporators, directors, managers, or controlling stockholders existed between the Debtors and the Purchaser. The Purchase Agreement and the Ancillary Agreements, and each of the transactions contemplated therein were negotiated, proposed and entered into by the Debtors and Purchaser, their respective boards of directors or equivalent governing bodies, officers, directors, employees, agents, professionals, and representatives without collusion or fraud, in good faith, and from arm's-length bargaining positions, and are substantively and procedurally fair to all parties. Purchaser and its affiliates, with the consent and support of the Debtors and their professionals, engaged in discussions and negotiations with Wells Fargo Bank, National Association, in its capacity as DIP Agent and Prepetition ABL Administrative Agent, regarding the terms of its bid, which ultimately was embodied in the Purchase Agreement and will maximize value to the Debtors' estates. Purchaser is purchasing the Purchased Assets, in accordance with the Purchase Agreement, in good faith and is a good-faith purchaser under section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby. In particular, (i) Purchaser recognized that the Debtors were free to deal with any other party interested in purchasing the Purchased Assets; (ii) Purchaser in no way induced or caused the chapter 11 filing by the Debtors; (iii) Purchaser has not engaged in any conduct that would cause or permit the Sale or the Purchase Agreement to be avoided or subject to monetary damages under section 363(n) of the Bankruptcy Code by any action or inaction; (iv) no common identity of directors, managers, officers, or controlling stockholders exist between Purchaser, on the one hand, and any of the Debtors, on the

other hand; (v) Purchaser complied with the Bid Procedures and all provisions of the Bid Procedures Order and the Assumption and Assignment Procedures; (vi) Purchaser agreed to subject its Bid to the competitive Bid Procedures set forth in the Bid Procedures Order; and (vii) all payments to be made, and all other material agreements or arrangements entered into or to be entered into, by Purchaser in connection with the Sale, including the Ancillary Agreements, have been disclosed.

K. No Collusion. Neither the Debtors nor the Purchaser has engaged in any conduct that would cause or permit the Purchase Agreement or the consummation of the Sale to be avoided, or costs or damages to be imposed under section 363(n) of the Bankruptcy Code, and accordingly neither the Debtors nor the Purchaser has violated section 363(n) of the Bankruptcy Code by any action or inaction. Specifically, the Purchaser has not acted in a collusive manner with any entity (as such term is defined in the Bankruptcy Code, an "Entity") and the Purchase Price paid by the Purchaser for the Purchased Assets was not controlled by any agreement among potential bidders. The transactions under the Purchase Agreement may not be avoided, and no damages may be assessed against the Purchaser Parties (as defined below) or any other party under section 363(n) of the Bankruptcy Code or any other applicable bankruptcy or non-bankruptcy law.

L. Fair Consideration. The aggregate consideration from Purchaser for the Purchased Assets as set forth in the Purchase Agreement: (i) was negotiated at arm's-length; (ii) is fair and reasonable; (iii) constitutes fair consideration and fair value under the Bankruptcy Code, the Uniform Voidable Transactions Act (formerly the Uniform Fraudulent Transfer Act), the Uniform Fraudulent Conveyance Act and other similar laws of the United States, any state, territory, possession, or the District of Columbia, and any foreign jurisdiction; (iv) is the highest and best value obtainable for the Purchased Assets; (v) will provide a greater recovery to creditors than

would be provided by any other available alternative; and (vi) constitutes reasonably equivalent value (as that term is defined in each of the Uniform Voidable Transactions Act (formerly the Uniform Fraudulent Transfer Act), the Uniform Fraudulent Conveyance Act, and section 548 of the Bankruptcy Code). Without limiting the foregoing, no objection was raised to the Sale Motion on the basis that the creditors of any particular Debtor were improperly prejudiced by the proposed sale. Based on the evidence before the Court, the sale consideration under the Purchase Agreement constitutes adequate consideration for the Purchased Assets of each Debtor and such consideration does not disadvantage the creditors of any particular Debtor.

M. No Successor or Derivative Liability. Neither the Purchaser, nor any of its successors or assigns, or any of their respective affiliates shall, to the fullest extent permitted by Law, have any liability for any Lien, Claims, or Encumbrances that arose or occurred prior to the Closing, or otherwise may be asserted against the Debtors or is related to the Purchased Assets prior to the Closing. The Purchaser (i) is not and shall not be deemed a "successor" to the Debtors or their estates; (ii) has not, *de facto* or otherwise, merged with or into any of the Debtors; (iii) does not have any common law or successor liability in relation to any employment plans; (iv) is not liable for any liability of any Lien against the Debtors or any of the Debtors' predecessors or Affiliates; and (v) is not an alter ego or mere continuation or substantial continuation of the Debtors or the enterprise of the Debtors under any theory of law or equity as a result of any action taken in connection with the Purchase Agreement, Sale or any transactions or documents ancillary thereto or contemplated thereby or in connection with the acquisition of the Purchased Assets.

N. Sale Notice. As shown by the certificates of service filed with the Court and the representations or proffers made on the record at the Sale Hearing, (i) the Debtors have provided due, good, proper, timely, reasonable, adequate, appropriate, and sufficient notice of and sufficient

opportunity to object to the Motion and the relief requested therein (including the Debtors' requested findings with respect to successor liability), the bidding process (including, without limitation, the deadline for submitting Qualified Bids), the Sale Hearing, the Sale, the application of proceeds from the Sale, the proposed assumption and assignment of the Assigned Contracts, and the proposed entry of this Order in compliance with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, (ii) such notice was adequate and sufficient under the circumstances of the Chapter 11 Cases and complied with the Bid Procedures Order and other orders of the Court, and (iii) no other or further notice is required.

O. Title to Assets. The Purchased Assets constitute property of the Debtors' estates and title or rights thereto is currently vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. Effective upon the consummation of the Sale at Closing, the transfer of the Purchased Assets to the Purchaser in accordance with the terms of the Purchase Agreement and this Order will be a legal, valid, and effective sale and transfer of the Purchased Assets and, except as provided in the Purchase Agreement or this Order, will vest the Purchaser with all right, title, and interest of the Debtors to the Purchased Assets free and clear of all Liens and Liabilities. The Purchase Agreement is a valid and binding contract between the Debtors and the Purchaser and shall be enforceable according to its terms.

P. Satisfaction of Section 363(f) Standards. The conditions of section 363(f) of the Bankruptcy Code, including 363(f)(1) and (2), have been satisfied in full. Upon entry of this Order, the Debtors are authorized to transfer all of their right, title and interest in and to the Purchased Assets free and clear of any and all claims (as such term is defined by section 101(5) of the Bankruptcy Code), liabilities (including any liability that results from, relates to or arises out of tort or any other product liability claim), interests and matters of any kind and nature whatsoever,

including, without limitation, hypothecations, mortgages, security deeds, deeds of trust, debts, levies, indentures, restrictions (whether on voting, sale, transfer, disposition or otherwise), leases, licenses, easements, rights of way, encroachments, instruments, preferences, priorities, security agreements, conditional sales agreements, title retention contracts and other title retention agreements and other similar impositions, options, judgments, offsets, rights of recovery, rights of preemption, rights of setoff, profit sharing interest, other third party rights, other impositions, imperfections or defects of title or restrictions on transfer or use of any nature whatsoever, claims for reimbursement, claims for contribution, claims for indemnity, claims for exoneration, products liability claims, alter-ego claims, successor-in-interest claims, successor liability claims, substantial continuation claims, COBRA claims, withdrawal liability claims, environmental claims, claims under or relating to any employee benefit plan, ERISA affiliate plan, or ERISA (including any pension or retirement plan), WARN Act claims or any claims under state or other laws of similar effect, tax claims (including claims for any and all foreign, federal, state and local taxes, including, but not limited to, sales, income, use or any other type of tax), escheatment claims, reclamation claims, obligations, liabilities, demands, and guaranties, and other encumbrances relating to, accruing, or arising any time prior to the Closing Date, duties, responsibilities, obligations, demands, commitments, assessments, costs, expense, losses, expenditures, charges, fees, penalties, fines, contributions, premiums, encumbrances, guaranties, pledges, consensual or nonconsensual liens (including any liens as that term is defined in section 101(37) of the Bankruptcy Code), statutory liens, real or personal property liens, mechanics' liens, materialman's liens, warehouseman's liens, tax liens, security interests, charges, options (including in favor of third parties), rights, contractual commitments, restrictions, restrictive covenants, covenants not to compete, rights to refunds, escheat obligations, rights of first refusal, rights and restrictions of any

kind or nature whatsoever against the Debtors (in respect of the Purchased Assets) or the Purchased Assets, including, without limitation, any debts arising under or out of, in connection with, or in any way relating to, any acts or omissions, obligations, demands, guaranties, rights, contractual commitments, restrictions, product liability claims, environmental liabilities, employee pension or benefit plan claims, multiemployer benefit plan claims, retiree healthcare or life insurance claims, or claims for taxes of or against the Debtors, and any derivative, vicarious, transferee or successor liability claims, rights or causes of action (whether in law or in equity, under any law, statute, rule or regulation of the United States, any state, territory, or possession, or the District of Columbia), whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, secured or unsecured, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, and whether imposed by agreement, understanding, law, equity, or otherwise, including claims otherwise arising under doctrines of successor liability, successor-in-interest liability, continuation liability or substantial continuation liability, including, without limitation, that the Purchaser is in any way a successor, successor-in-interest, continuation or substantial continuation of the Debtors or their business, arising under or out of, in connection with, or in any way related to the Debtors, the Debtors' interests in the Purchased Assets, the operation of the Debtors' respective businesses at or before the effective time of the Closing pursuant to the Purchase Agreement, or the transfer of the Debtors' interests in the Purchased Assets to Purchaser (collectively, "Liens"), as, and to the extent, provided for in the Purchase Agreement because in each case one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Except as otherwise expressly provided

in the Purchase Agreement or this Order, such Liens shall attach to the proceeds of the Sale in the order of their priority, subject to the terms of the DIP Orders, with the same priority, validity, force and effect which they have against the Purchased Assets immediately prior to the Closing, subject to any claims and defenses the Debtors may possess with respect to such Liens. Those holders of Liens against the Purchased Assets who did not object or who withdrew their objections to the Purchase Agreement or the Motion are deemed to have consented to the transactions contemplated by the Purchase Agreement pursuant to section 363(f)(2) of the Bankruptcy Code and shall be forever barred from pursuing or asserting such Liens against Purchaser or any of its respective assets, property, affiliates, successors, assigns, or the Purchased Assets. All Liens with respect to the Excluded Assets will continue in, under and against the Excluded Assets with the same priority, validity, force and effect as such Liens now have.

Q. Purchaser would not have entered into the Purchase Agreement if the transfer of the Purchased Assets were not free and clear of all Liens and Liabilities as set forth in the Purchase Agreement and this Order, or if in the future Purchaser would or could be liable for any such Liens and Liabilities. The total consideration to be provided under the Purchase Agreement and herein reflects the Purchaser's reliance on this Order to provide it, pursuant to sections 105(a) and 363 of the Bankruptcy Code, with title to, interest in and possession of the Purchased Assets free and clear of all Liens and Liabilities of any kind or nature whatsoever.

R. Assumption and Assignment of the Assigned Contracts. The assumption and assignment of the Assigned Contracts are integral to the Purchase Agreement, are in the best interests of the Debtors and their estates and represent the reasonable exercise of the Debtors' sound business judgment. Specifically, the assumption and assignment of the Assigned Contracts (i) are necessary to sell the Purchased Assets to Purchaser, (ii) allow the Debtors to maximize the

value of the Purchased Assets, including the Assigned Contracts, (iii) limit the losses suffered by the counterparties to the Assigned Contracts, and (iv) maximize the recoveries to other creditors of the Debtors by limiting the amount of claims against the Debtors' estates by avoiding the rejection of the Assigned Contracts.

S. Cure Notice: Adequate Assurance of Future Performance. As shown by the certificates of service filed with the Court, the Debtors have served upon each non-Debtor counterparty to such contracts (each, a "Non-Debtor Counterparty"), prior to the Sale Hearing, a notice, dated [_____], 2024 [Docket No. •] (the "Potential Assumption and Assignment Notice") that Debtors may wish to assume and assign to the Successful Bidder certain executory contracts and unexpired leases (the "Contracts") pursuant to section 365 of the Bankruptcy Code, and of the related proposed cure costs (if any) due under section 365(b) of the Bankruptcy Code (the "Cure Costs") with respect to such contracts and leases. The service of the Potential Assumption and Assignment Notice was good, sufficient and appropriate under the circumstances of the Chapter 11 Cases and complied with the Assumption and Assignment Procedures and any orders of the Court, and no other or further notice is required with respect to the Cure Costs or for the assumption and assignment of the Contracts. All Counterparties to the Contracts have had a reasonable and sufficient opportunity to object to the Cure Costs listed on the Potential Assumption and Assignment Notice in accordance with the Assumption and Assignment Procedures. Accordingly, all Counterparties to Contracts who did not object or who withdrew their objections to the Cure Costs listed on the Potential Assumption and Assignment Notice prior to the Sale Hearing are deemed to have consented to such Cure Costs, and all Counterparties to Assigned who did not file an objection to the assumption by the Debtors of such Assigned Contracts and the assignment

thereof to Purchaser prior to the Sale Hearing are deemed to have consented to the assumption of such Assigned Contract and the assignment thereof to Purchaser.

T. Application of Proceeds. Pursuant to the interim and final orders authorizing and approving the Debtors' debtor in possession financing and use of cash collateral [Docket Nos. • and •] (together, the "DIP Orders"), the Purchased Assets constitute Prepetition Collateral and Postpetition Collateral (each as defined in the DIP Orders) and are subject to the Postpetition Debt, Postpetition Liens, Prepetition Liens, and Prepetition Debt (each as defined in the DIP Orders). Subject to the Postpetition Debt and Prepetition Debt being Paid in Full (as defined in the DIP Orders) pursuant to the DIP Orders, the Postpetition Documents and Prepetition Documents (each as defined in the DIP Orders), except as otherwise agreed by Prepetition Agent and Postpetition Agent, the Debtors are required to apply all consideration received from the sale of the Purchased Assets in accordance with the DIP Orders, the Postpetition Documents and Prepetition Documents. The application of the consideration from the sale of the Purchased Assets pursuant to the immediately preceding sentence complies with the requirements of the DIP Orders and the Postpetition Documents and is supported by good, sufficient and sound business reasons.

U. Record Retention. Pursuant to the terms of and subject to the conditions in Section 7.1(c) of the Purchase Agreement, following the Closing, the Debtors, their successors and assigns and any trustee in bankruptcy will have access to the Debtors' books and records for the specified purposes set forth in, and in accordance with, the Purchase Agreement.

V. Corporate Power and Authority. The Debtors and their applicable affiliates have (i) full corporate or similar power and authority to execute, deliver, and perform their obligations under the Purchase Agreement, the Ancillary Agreements and all other documents contemplated thereby, and the Debtors' sale of the Purchased Assets has been duly and validly authorized by all

necessary corporate or similar action, (ii) all corporate or similar authority necessary to consummate the transactions contemplated by the Purchase Agreement and the Ancillary Agreements, and (iii) taken all corporate actions necessary to authorize and approve the Purchase Agreement and the consummation of the transactions contemplated thereby. No consents or approvals, other than those expressly provided for in the Purchase Agreement, are required for the Debtors to consummate the transactions contemplated by the Purchase Agreement or execute the Purchase Agreement.

W. The Purchase Agreement was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession, or the District of Columbia. Neither the Debtors nor the Purchaser is entering into the transactions contemplated by the Purchase Agreement fraudulently for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims or similar claims.

X. Valid and Binding Contract; Validity of Transfer. The Purchase Agreement is a valid and binding contract between the Debtors and Purchaser and shall be enforceable pursuant to its terms. The Purchase Agreement, the Ancillary Agreements and the Sale itself, and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond) the Debtors, and any chapter 11 trustee appointed in these Chapter 11 Cases, or in the event the Chapter 11 Cases are converted to a case under chapter 7 of the Bankruptcy Code, a chapter 7 trustee, and shall not be subject to rejection or avoidance by the foregoing parties or any other Person. The consummation of the Sale is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a),

363(b), 363(f), 363(m), 365(b), and 365(1) of the Bankruptcy Code and all of the applicable requirements of such sections have been complied with in respect of the Sale.

Y. No *Sub Rosa* Plan. The Sale, the Purchase Agreement and the other transactions contemplated thereby do not constitute a *sub rosa* chapter 11 plan. The Sale neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates a liquidating chapter 11 plan for the Debtors.

Z. Waiver of Bankruptcy Rules 6004(h) and 6006(d). The Debtors have demonstrated (i) good, sufficient, and sound business purposes and justifications for approving the Purchase Agreement and the Sale, and (ii) compelling circumstances for the immediate approval and consummation of the transactions contemplated by the Purchase Agreement and all other Ancillary Documents for the Sale outside of (a) the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code, and (b) a chapter 11 plan, in that, among other things, the immediate consummation of the Sale to the Purchaser and all transactions contemplated thereby are necessary and appropriate to maximize the value of the Debtors' estates, and the Sale will provide the means for the Debtors to maximize distributions to their creditors. Accordingly, there is cause to lift the stay contemplated by Bankruptcy Rules 6004 and 6006 with respect to the transactions contemplated by this Order. To maximize the value of the Purchased Assets and preserve the viability of the businesses to which they relate, it is essential that the Sale occur within the time constraints set forth in the Purchase Agreement. Time is of the essence in consummating the Sale. Given all of the circumstances of the Chapter 11 Cases and the adequacy and fair value of the Purchase Price under the Purchase Agreement, the proposed Sale constitutes a reasonable and sound exercise of the Debtors' business judgment and should be approved.

AA. Personally Identifiable Information. The appointment of a consumer privacy ombudsman pursuant to section 363(b)(1) or section 332 of the Bankruptcy Code is not required with respect to the relief requested in the Motion.

BB. Legal and Factual Bases. The legal and factual bases set forth in the Motion establish just cause for the relief granted herein. Entry of this Order is in the best interests of the Debtors and their estates, creditors, interest holders and all other parties-in-interest.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion as it pertains to the Sale and the Purchase Agreement is GRANTED as set forth herein.

2. Objections. All objections, reservations of rights regarding, or other responses to, the Motion or the relief requested therein, the Purchase Agreement, all other Ancillary Agreements, the Sale, entry of this Order, or the relief granted herein, including, without limitation, any objections to Cure Costs or relating to the cure of any defaults under any of the Assigned Contracts or the assumption and assignment of any of the Assigned Contracts to the Purchaser by the Debtors, solely as it relates to the relief granted by this Order that have not been adjourned, withdrawn or resolved as reflected on the record at the Sale Hearing are overruled in all respects on the merits with prejudice, except as otherwise set forth herein. All Persons and Entities that failed to timely object to the Motion are deemed to have consented to the relief granted herein for all purposes.

3. Notice. Notice of the Motion, the Sale Hearing, the Purchase Agreement, and the relief granted in this Order was fair, sufficient, proper and equitable under the circumstances and complied in all respects with sections 102(1) and 363 of the Bankruptcy Code, Bankruptcy Rules

2002, 6004 and 6006, Local Rules 2002-1 and 6004-1, the Assumption and Assignment Procedures, the Bid Procedures Order, and other orders of the Court.

4. Fair Purchase Price. The Purchaser is giving substantial consideration under the Purchase Agreement, and as provided herein, for the benefit of the Debtors, their estates, and creditors. The consideration to be provided by Purchaser under the Purchase Agreement is fair and reasonable and constitutes (a) reasonably equivalent value under the Bankruptcy Code and the Uniform Voidable Transactions Act (formerly the Uniform Fraudulent Transfer Act), (b) fair consideration under the Uniform Fraudulent Conveyance Act, (c) reasonably equivalent value, fair consideration and fair value under any other applicable laws of the United States, any state, territory or possession or the District of Columbia, and (d) valid and valuable consideration for the releases of any potential Liens pursuant to this Order, which releases shall be deemed to have been given in favor of Purchaser by all holders of Liens of any kind whatsoever against any of the Debtors or any of the Purchased Assets, other than as otherwise expressly set forth in this Order. The consideration provided by Purchaser for the Purchased Assets is fair and reasonable and may not be avoided by section 363(n) of the Bankruptcy Code.

5. Approval of the Purchase Agreement. The Purchase Agreement and the Sale, including, without limitation, all transactions contemplated therein or in connection therewith (including the Ancillary Agreements) and all of the terms and conditions thereof, are hereby approved in their entirety, subject to the terms and conditions of this Order. The failure specifically to include or make reference to any particular provision of the Purchase Agreement in this Order shall not impair the effectiveness of such provision, it being the intent of the Court that the Purchase Agreement, the Sale and the transactions contemplated therein or in connection therewith (including the Ancillary Agreements) are authorized and approved in their entirety.

6. Consummation of Sale. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Debtors are authorized to perform their obligations under and comply with the terms of the Purchase Agreement and the Ancillary Agreements, pursuant to and in accordance with the terms and conditions of the Purchase Agreement, the Ancillary Agreements and this Order. The Debtors, as well as their affiliates, officers, employees and agents, are authorized to execute and deliver, and empowered to perform under, consummate and implement, the Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement and the Sale, including the Ancillary Agreements, and to take all further actions and execute such other documents as may be (a) necessary or appropriate to the performance of the obligations contemplated by the Purchase Agreement, including, without limitation, making any regulatory filings necessary or advisable in connection with such transfer, and (b) as may be reasonably requested by Purchaser to implement the Purchase Agreement, the Ancillary Agreements and the Sale, in accordance with the terms thereof, without further order of the Court. The Purchaser shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its rights or remedies under the Purchase Agreement or any other Sale-related document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence and the other provisions of this Order; provided, however, that the Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

7. Direction to Government Agencies. Each and every federal, state, local, or foreign government or governmental or regulatory authority, agency, board, bureau, commission, court, department, or other Governmental Authority is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the Sale and the other transactions

contemplated by the Purchase Agreement and the Ancillary Agreements and approved by this Order.

8. Transfer of Assets Free and Clear and Injunction. Except as otherwise set forth in this Order, effective as of the consummation of the Sale at Closing, pursuant to sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, the Sale of the Purchased Assets to Purchaser shall (a) constitute a legal, valid and effective transfer of all of Debtors' right, title and interest in and to such Purchased Assets subject to and in accordance with the Purchase Agreement, and (b) vest Purchaser with all of the Debtors' right, title and interest in and to such Purchased Assets free and clear of all Liens and Liabilities, with such Liens (including, without limitation, the liens held by the DIP Agent for the benefit of the DIP Lenders, the Prepetition ABL Liens held by the Prepetition ABL Administrative Agent for the benefit of the Prepetition ABL Lenders to the extent the Prepetition Debt and Postpetition Debt (each as defined in the DIP Orders) are not Paid in Full (as defined in the DIP Orders) at the time of such sale) and Liabilities attaching to the proceeds of the Sale of the Purchased Assets. received by the Debtors, subject to the terms of the DIP Orders, in the order of their priority, with the same priority, validity, force and effect which they had against such Purchased Assets immediately prior to the Closing. All Persons or Entities that are presently, or on or after the Closing may be, in possession of some or all of the Purchased Assets, are hereby directed to surrender possession of the Purchased Assets to Purchaser or its respective designees on the Closing Date or at such time thereafter as Purchaser may request.

9. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the sale and transfer of the Debtors' right, title and interest in the Purchased Assets to the Purchaser upon the consummation of the Sale at Closing pursuant to the Purchase Agreement are a legal, valid, and effective disposition of the Purchased Assets, and vest the Purchaser with all right, title, and

interest of the Debtors to and in the Purchased Assets free and clear of all Liens and Liabilities. The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full, and, upon the consummation of the Sale at Closing, the Debtors' sale of the Purchased Assets shall be free and clear of any Liens and Liabilities.

10. The sale of the Purchased Assets is not subject to avoidance by any person or for any reason whatsoever, including, without limitation, pursuant to section 363(n) of the Bankruptcy Code and the Purchaser and the Purchaser Parties shall not be subject to damages, including any costs, fees, or expenses under section 363(n) of the Bankruptcy Code.

11. On the Closing Date and upon consummation of the Sale, each of the Debtors' creditors, at the expense of the Debtors, is authorized to execute such documents and take all other actions as may be reasonably necessary to release its Liens or other interests in the Purchased Assets, if any, as such Liens may have been recorded or may otherwise exist.

12. The provisions of this Order authorizing the Sale of the Purchased Assets free and clear of all Liens and all Liabilities upon the consummation of the Sale at Closing, except as otherwise expressly set forth in this Order, shall be self-executing, and neither the Debtors nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Order. All such Liens and Liabilities shall attach to the proceeds of the Sale, in the order of their priority, subject to the DIP Orders, with the same priority, validity, force and effect as such Liens and Liabilities had immediate prior to the consummation of such Sale. If any Entity which has filed a financing statement, mortgage, mechanic's lien, *lis pendens,* or other statement, document, or agreement evidencing any Liens on, or in, all or any portion of the Purchased Assets has not delivered to the Debtors prior to the Closing Date, in proper form for filing and executed

by the appropriate parties, termination statements, instruments of satisfaction, releases, and/or any other documents necessary for the purpose of documenting the release and/or termination of all Liens which the Entity has or may assert with respect to all or any portion of the Purchased Assets, then, upon consummation of the Sale at Closing, (a) the Debtors and the Purchaser are hereby authorized to execute and file such statements, instruments, releases, and/or other similar documents on behalf of such Entity with respect to the Purchased Assets, and (b) the Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Order that, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release and/or termination of all Liens of any kind or nature against or in the Purchased Assets.

13. Except as otherwise expressly set forth in this Order or the Purchase Agreement, the Purchaser and the Purchaser Parties shall not have any liability or other obligation of the Debtors arising under or related to any of the Purchased Assets, including, but not limited to, any liability for any liabilities whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors, including, but not limited to, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtors' business prior to the Closing.

14. Upon the Closing, except as otherwise expressly provided for in the Purchase Agreement or this Order, all Persons or Entities, including, but not limited to, all debt holders, equity security holders, governmental, tax and regulatory authorities, lenders, trade creditors, litigation claimants, Non-Debtor Counterparties, customers, landlords, licensors, employees, and other creditors and holders of Liens or other interests of any kind or nature whatsoever against or in any of the Debtors or any portion of the Purchased Assets (whether legal or equitable, secured

or unsecured, matured or unmatured, contingent or non-contingent, known or unknown, liquidated or unliquidated, senior or subordinate, asserted or unasserted, whether arising prior to or subsequent to the Petition Date, whether imposed by agreement, understanding, law, equity, or otherwise), arising under or out of, in connection with, or in any way relating to, the Debtors, the Purchased Assets, the operation of the Debtors' business prior to the Closing Date, or the transfer of the Purchased Assets to the Purchaser shall be, and hereby are forever barred, estopped, and permanently enjoined from asserting against the Purchaser or any of its Affiliates, its past, present and future members or shareholders, its lenders, financing parties, subsidiaries, parents, divisions, agents, representatives, insurers, attorneys, successors and assigns, or any of its or their respective directors, managers, officers, employees, agents, representatives, attorneys, contractors, subcontractors, independent contractors, owners, insurance companies, or partners (each a "Purchaser Party" and collectively the "Purchaser Parties"), or their respective assets or properties, including, without limitation, the Purchased Assets, Liens of any kind or nature whatsoever such Person or Entity had, has, or may have against or in the Debtors, their estates, officers, directors, managers, shareholders, or the Purchased Assets, such Person's or Entities' Liens or any other interests in and to the Purchased Assets, including, without limitation, the following actions: (a) commencing or continuing in any manner any action or other proceeding, the employment of process, or any act (whether in law or equity, in any judicial, administrative, arbitral, or other proceeding) against the Purchaser or any Purchaser Party, or their respective assets or properties, including, without limitation, the Purchased Assets; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Purchaser or any Purchaser Party, or their respective assets or properties, including, without limitation, the Purchased Assets; (c) creating, perfecting, or enforcing any Liens against the Purchaser or any

Purchaser Party, or their respective assets or properties, including the Purchased Assets; (d) asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due the Purchaser or any Purchaser Party, or their respective assets or properties, including, without limitation the Purchased Assets; (e) commencing or continuing any action, in any manner or place, that does not comply with or is inconsistent with the provisions of this Order, other orders of the Court, the Purchase Agreement, the other Ancillary Documents or any other agreements or actions contemplated or taken in respect thereof; or (f) revoking, terminating, failing, or refusing to transfer or renew any license, permit, or authorization to operate any of the Purchased Assets or conduct any of the businesses operated with the Purchased Assets in connection with the Sale.

15. To the greatest extent available under applicable law, the Purchaser shall be authorized, as of the Closing Date and upon the consummation of the Sale, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Purchased Assets, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, deemed to be transferred to the Purchaser as of the Closing Date and upon consummation of the Sale.

16. To the extent provided by section 525 of the Bankruptcy Code, no Governmental Authority may revoke or suspend any grant, permit, or license relating to the operation of the Purchased Assets sold, transferred, assigned, or conveyed to the Purchaser on account of the filing or pendency of these Chapter 11 Cases or the consummation of the Sale.

17. Subject to the terms, conditions, and provisions of this Order, all Entities are hereby forever prohibited and barred from taking any action that would adversely affect or interfere (a) with the ability of the Debtors to sell and transfer the Purchased Assets to Purchaser in accordance with the terms of the Purchase Agreement and this Order, and (b) with the ability of the Purchaser

to acquire, take possession of, use and operate the Purchased Assets in accordance with the terms of the Purchase Agreement and this Order.

18. No Successor or Other Derivative Liability. Neither the Purchaser, nor any of its successors or assigns, or any of their respective affiliates shall have any liability for any Lien, Claim, or Encumbrance that arose or occurred prior to the Closing, or otherwise may be asserted against the Debtors or is related to the Purchased Assets prior to the Closing. The Purchaser (i) is not and shall not be deemed a "successor" to the Debtors or their estates; (ii) has not, *de facto* or otherwise, merged with or into the Debtors; (iii) does not have any common law or successor liability in relation to any employment plans; (iv) is not liable for any liability or Lien against the Debtors or any of the Debtors' predecessors or Affiliates; and (v) is not an alter ego or mere continuation or substantial continuation of the Debtors or the enterprise of the Debtors under any theory of law or equity as a result of any action taken in connection with the Purchase Agreement, the Sale or any transactions or documents ancillary thereto or contemplated thereby or in connection with the acquisition of the Purchased Assets. Thus, the Purchaser shall have no successor, transferee, or vicarious liability of any kind or character, including, but not limited to, under any theory of foreign, federal, state, or local antitrust, environmental, successor, tax, ERISA, assignee, or transferee liability, labor, product liability, employment including but not limited to with respect to any Multiemployer Plan), *de facto* merger, substantial continuity, or other law, rule, or regulation, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Purchased Assets, the Debtors or any obligations of the Debtors arising prior to the Closing Date. The Purchaser shall not be deemed to have expressly or implicitly assumed any of the Debtors' liabilities. Except as otherwise provided herein or in the Purchase Agreement, the transfer of the

Purchased Assets to the Purchaser pursuant to the Purchase Agreement shall not result in the Purchaser or the Purchased Assets having any liability or responsibility for, or being required to satisfy in any manner, whether in law or in equity, whether by payment, setoff, or otherwise, directly or indirectly, any claim against the Debtors or against any insider of the Debtors or Liens.

19. This Order is and shall be effective as a determination that, upon the consummation of the Sale at Closing, all Liens and any other interest of any kind or nature whatsoever as to the Purchased Assets prior to the Closing, shall have been unconditionally released, discharged, and terminated to the fullest extent permitted by applicable law, and that the conveyances described herein have been effected. This Order shall be binding upon and govern the acts of all Entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other Entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing Entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement. Upon the consummation of the Sale at Closing, a certified copy of this Order may be filed and/or recorded with the appropriate filing agents, filing officers, administrative agencies or units, governmental departments, secretaries of state, federal, state and local officials and all other Persons, institutions, agencies and Entities who may be required by operation of law, the duties of their office or contract evidencing the release, cancellation and termination provided herein of any Liens of record on the Purchased Assets prior to the date of this Order. Without limiting the generality of the foregoing,

this Order shall constitute all approvals and consents, if any, required by the corporate laws of the states of formation of the Debtors and all other applicable business, corporation, trust, and other laws of the applicable governmental authorities with respect to the implementation and consummation of the Purchase Agreement, any related agreements or instruments and this Order, and the transactions contemplated thereby and hereby.

20. Upon the consummation of the Sale at Closing, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Purchased Assets to Purchaser and the Debtors' interests in the Purchased Assets acquired by Purchaser pursuant to the terms of the Purchase Agreement.

21. Assumption and Assignment of the Assigned Contracts. The Debtors are hereby authorized in accordance with sections 105(a) and 365 of the Bankruptcy Code to assume and assign the Assigned Contracts to Purchaser free and clear of all Liens and Liabilities, and to execute and deliver to Purchaser such documents or other instruments as may be necessary to assign and transfer the Assigned Contracts to Purchaser as provided in the Purchase Agreement. Cure Costs shall be paid by the Debtors subject to the terms of, and in accordance with, the terms of the Purchase Agreement and Bid Procedures Order. Payment of the Cure Costs shall be in full satisfaction and cure of any and all defaults required to be cured with respect to the Assigned Contracts under section 365(b)(1) of the Bankruptcy Code. Subject to paragraphs 21 through 26 herein, Purchaser has also provided adequate assurance of future performance under the Assigned Contracts in satisfaction of section 365 of the Bankruptcy Code to the extent that any such assurance is required and not waived by the Non-Debtor Counterparties to such Assigned Contracts. In accordance with the Assumption and Assignment Procedures and the terms of this Order and subject to paragraphs 21 through 26 herein, following the Closing, Purchaser shall be

fully and irrevocably vested with all of the Debtors' right, title and interest in and under the Assigned Contracts in connection with the Purchased Assets, free and clear of any Liens and Liabilities, and each Assigned Contract shall be fully enforceable by the Purchaser in accordance with its respective terms and conditions, except as limited by this Order. In accordance with the Assumption and Assignment Procedures and subject to paragraphs 21 through 26, following assignment of the Assigned Contracts to Purchaser, the Debtors shall be relieved from any further liability with respect to such Assigned Contracts. Purchaser acknowledges and agrees that from and after the Closing, or any later applicable effective date of assumption with respect to a particular Assigned Contract, subject to and in accordance with the Purchase Agreement, it shall comply with the terms of each Assigned Contract in its entirety, unless any such provisions are not enforceable pursuant to the terms of this Order. The assumption by the Debtors and assignment to Purchaser of any Assigned Contract shall not be a default under such Assigned Contract. To the extent provided in the Purchase Agreement, the Debtors shall cooperate with, and take all actions reasonably requested by, the Purchaser to effectuate the foregoing.

22. Assigned Contracts. The Debtors served all Non-Debtor Counterparties to the Assigned Contracts with the Potential Assumption and Assignment Notice and the Confirmation Notice (as defined in the Potential Assumption and Assignment Notice), and the deadline to object to the Cure Costs and adequate assurance of future performance with respect to the Purchaser has passed. Accordingly, unless an objection to the proposed assumption and assignment of an Assigned Contract (including whether applicable law excuses a Non-Debtor Counterparty from accepting performance by, or rendering performance to, Purchaser), the proposed Cure Costs or the adequate assurance of future performance information with respect to Purchaser was filed and served before the applicable deadline, each Non-Debtor Counterparty to an Assigned Contract is

forever barred, estopped and permanently enjoined from asserting against the Debtors or Purchaser, their respective affiliates, successors or assigns or the property of any of them, any objection to assignment or default existing as of the date of the Cure Costs/Assignment Objection Deadline or Post-Auction Objection Deadline (each as defined in the Assumption and Assignment Procedures) if such objection or default was not raised or asserted prior to or at the appropriate Cure Costs/Assignment Objection Deadline or Post-Auction Objection Deadline.

23. Adequate Assurance of Future Performance. All of the requirements of sections 365 of the Bankruptcy Code, including without limitation, the demonstration of adequate assurance of future performance, have been satisfied for the assumption by the Debtors, and the assignment by the Debtors to Purchaser, solely with respect to the Assigned Contracts that are not subject to an unresolved Cure Cost/Assignment Objection or Post-Auction Objection. Purchaser has satisfied its adequate assurance of future performance requirements with respect to the Assigned Contracts that are not subject to an unresolved Cure Cost/Assignment Objection or Post-Auction Objection, and has demonstrated it is sufficiently capitalized or otherwise able to comply with the necessary obligations under those Assigned Contracts.

24. Cure Costs. To the extent a Non-Debtor Counterparty to an Assigned Contract failed to timely object to a Cure Cost, such Cure Cost has been and shall be deemed to be finally determined as set forth on the relevant Potential Assumption and Assignment Notice as to each Non-Debtor Counterparty and any such Non-Debtor Counterparty shall be barred, and forever prohibited from challenging, objecting to or denying the validity and finality of the Cure Cost as of such date.

25. Impact of No Objection. Upon the Debtors' assumption and assignment of the Assigned Contracts to the Purchaser under the provisions of this Order and any additional orders

of the Court and the payment of any Cure Cost in accordance with the Purchase Agreement or any applicable order, no default or other obligations arising prior to the Closing Date shall exist under any Assigned Contract, and each Non-Debtor Counterparty is forever barred and estopped from (a) declaring a default by the Debtors or the Purchaser under such Assigned Contract, (b) raising or asserting against the Debtors or the Purchaser (or any Purchaser Party), or the property of either of them, any assignment fee, default, breach, or claim of pecuniary loss, or condition to assignment, arising under or related to the Assigned Contracts, or (c) taking any other action against the Purchaser or any Purchaser Party as a result of any Debtor's financial condition, bankruptcy, or failure to perform any of its obligations under the relevant Assigned Contract, in each case in connection with the Sale. Each Non-Debtor Counterparty is also forever barred and estopped from raising or asserting against the Purchaser or any Purchaser Party any assignment fee, default, breach, Claim, pecuniary loss, or condition to assignment arising under or related to the Assigned Contracts existing as of the Closing Date or arising by reason of the closing of the Sale.

26. With respect to objections to any Cure Cost/Assignment Objections and Post-Auction Objections relating to the Assigned Contracts that remain unresolved as of the Sale Hearing, such objections shall be resolved in accordance with the procedures approved in the Assumption and Assignment Procedures. Consideration of unresolved Cure Cost/Assignment Objections relating to assignment of Assigned Contracts and Post-Auction Objections relating to the Assigned Contracts, unless otherwise ordered by the Court or with the consent of the Non-Debtor Counterparty to any Assigned Contract that is subject to a Cure Costs/Assignment Objection relating to such assignment or Post-Auction Objections relating to the Assigned Contract, shall be adjourned to a date to be determined; provided, however, that (a) any Assigned

Contract that is the subject of a Cure Cost/Assignment Objection with respect solely to the amount of the Cure Cost may be assumed and assigned prior to resolution of such objection, and (b) such undisputed Cure Cost shall be promptly cured on or after the Closing Date or as otherwise agreed to by the Debtors, Purchaser and the applicable Non-Debtor Counterparty by payment of the applicable Cure Cost by the Debtors.

27. Purchaser's Standing; Debtors' Standing. The Purchaser shall have standing to object to the allowance of claims (as such term is defined in section 101(5) of the Bankruptcy Code) asserted against the Debtors or their estates that constitute obligations assumed by the Purchaser pursuant to the terms of the Purchase Agreement. Nothing in this Order shall divest the Debtors of their standing or duty as debtors-in-possession under the Bankruptcy Code from reconciling claims asserted against the Debtors or their estates and objecting to any such claims that should be reduced, reclassified or otherwise disallowed.

28. *Ipso Facto* Clauses Ineffective. With respect to the Assigned Contracts, in connection with the Sale: (a) the Debtors may assume each of the Assigned Contracts in accordance with section 365 of the Bankruptcy Code; (b) the Debtors may assign each Assigned Contract in accordance with sections 363 and 365 of the Bankruptcy Code, and any provisions in any Assigned Contract that directly or indirectly prohibit or condition the assignment of such Assigned Contract or allow the party to such Assigned Contract to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract, constitute unenforceable anti-assignment provisions which are void and of no force and effect; (c) all other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Purchaser of each Assigned Contract have been satisfied; and (d) effective upon the Closing Date, or any later

applicable effective date of assumption with respect to a particular Assigned Contract, the Assigned Contracts shall be transferred and assigned to, and from and following the Closing, or such later applicable effective date, and the Assigned Contracts shall remain in full force and effect for the benefit of the Purchaser, notwithstanding any provision in any Assigned Contract (including those of the type described in sections 365(b)(2) and (e) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, the Purchaser shall be deemed to be substituted for the applicable Debtor as a party to the applicable Assigned Contract and the Debtors shall be relieved from any further liability with respect to the Assigned Contracts after such assumption by the Debtors and assignment to the Purchaser, except as otherwise provided in the Purchase Agreement. To the extent any provision in any Assigned Contract assumed and assigned pursuant to this Order (i) prohibits, restricts, or conditions, or purports to prohibit, restrict, or condition, such assumption and assignment (including, without limitation, any "change of control" provision), or (ii) is modified, breached, or terminated, or deemed modified, breached, or terminated by any of the following: (A) the commencement of the Debtors' Chapter 11 Cases, (B) the insolvency or financial condition of any of the Debtors at any time before the closing of the Debtors' Chapter 11 Cases, (C) the Debtors' assumption and assignment of such Assigned Contract, (D) a change of control or similar occurrence, or (E) the consummation of the Sale, then such provision shall be deemed modified in connection with the Sale so as not to entitle the Non-Debtor Counterparty to prohibit, restrict, or condition such assumption and assignment, to modify, terminate, or declare a breach or default under such Assigned Contract, or to exercise any other default-related rights or remedies with respect thereto, including without limitation, any such provision that purports to allow the Non-Debtor Counterparty to terminate or recapture such Assigned Contract, impose any

penalty, additional payments, damages, or other financial accommodations in favor of the Non-Debtor Counterparty thereunder, condition any renewal or extension thereof, impose any rent acceleration or assignment fee, or increase or otherwise impose any other fees or other charges in connection therewith. All such provisions constitute unenforceable anti-assignment provisions that are void and of no force and effect in connection with the Sale pursuant to sections 365(b), 365(e), and 365(f) of the Bankruptcy Code.

29. Except as otherwise specifically provided for by order of the Court, all defaults or other obligations of the Debtors under the Assigned Contracts arising or accruing prior to the Closing Date or required to be paid pursuant to section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Assigned Contracts (in each case, without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code), whether monetary or non-monetary, shall be promptly cured pursuant to the terms of the Purchase Agreement and this Order on or after the Closing Date or as otherwise agreed to by the Debtors, Purchaser and the applicable Counterparty by the payment of the applicable Cure Cost by the Debtors, in accordance with the Purchase Agreement. The Purchaser shall have no liability arising or accruing under the Assigned Contracts on or prior to the Closing, except as otherwise expressly provided in the Purchase Agreement or this Order.

30. Good Faith; Statutory Mootness. Purchaser is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to, and is hereby granted, the full rights, benefits, privileges, and protections of section 363(m) of the Bankruptcy Code. The Sale contemplated by the Purchase Agreement and the Ancillary Agreements is undertaken by Purchaser without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the

authorization provided herein shall neither affect the validity of the Sale (including the assumption and assignment of the Assigned Contracts) nor the transfer of the Purchased Assets owned by the Debtors to Purchaser pursuant to the Purchase Agreement, free and clear of all Liens. The Debtors and Purchaser will be acting in good faith if they proceed to consummate the Sale at any time after entry of this Order.

31. Approval of the Application of Proceeds. The Debtors are authorized and directed to distribute the consideration received by the Debtors from the sale of the Purchased Assets pursuant to and in accordance with the DIP Orders, the Postpetition Documents and Prepetition Documents (each as defined in the DIP Orders) for application to the Prepetition Debt and Postpetition Documents (each as defined in the DIP Orders) as set forth therein. The application of the consideration from the sale of the Purchased Assets pursuant to the immediately preceding sentence complies with the requirements of the DIP Orders and the Postpetition Documents and is supported by good, sufficient and sound business reasons. The consideration from the sale of the Purchased Assets pursuant to sections 3.1 and 3.3 of the Purchase Agreement is comprised of, among other things, (i) the Good Faith Deposit (as defined in the Purchase Agreement) of $310,000, and (ii) the Cash Amount (as defined in the Purchase Agreement) in the amount of $2,790,000, and all such consideration shall be applied in accordance with this Order and the DIP Orders.

32. Modification of Purchase Agreement. The Purchase Agreement, the Ancillary Agreements and any related agreements, documents or other instruments may be modified, amended or supplemented through a written document signed by the parties thereto in accordance with the terms thereof and this Order without further order of the Court; provided that no such

modification, amendment or supplement may be made without further order of the Court if it is materially adverse to the Debtors or the Debtors' estates.

33. Failure to Specify Provisions. The failure specifically to include any particular provisions of the Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the Purchase Agreement be authorized and approved in its entirety.

34. Record Retention. Pursuant to the terms of and subject to the conditions contained in the Purchase Agreement, following the Closing, the Debtors, their successors and assigns and any trustee in bankruptcy will have access to the Debtors' books and records subject to the terms of, and for the specified purposes set forth in, and in accordance with, Section 7.1(c) of the Purchase Agreement.

35. Standing. The Purchase Agreement shall be in full force and effect, regardless of any Debtor's lack of good standing in any jurisdiction in which such Debtor is formed or authorized to transact business.

36. Bulk Sales; Taxes. No bulk sales law, bulk transfer law or any similar law of any state or other jurisdiction (including those relating to taxes other than Transfer Taxes) shall apply to the Debtors' conveyance of the Purchased Assets or this Order.

37. Reservation of Rights. Nothing in this Order shall be deemed to waive, release, extinguish or estop the Debtors or their estates from asserting or otherwise impair or diminish any right (including any right of recoupment), claim, cause of action, defense, offset or counterclaim in respect of any asset that is not a Purchased Asset.

38. Conflicts. In the event there is a conflict between this Order and the Purchase Agreement (including any Ancillary Agreements executed in connection therewith), this Order

shall control and govern. In addition, in the event there is a conflict between the Purchase Agreement and the Confirmation Notice with respect to the assumption and assignment of any executory contract or unexpired lease, the Confirmation Notice will control, and any contracts listed on the Confirmation Notice shall be "Assigned Contracts" as such term is used herein. Likewise, all of the provisions of this Order are non-severable and mutually dependent. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Motion in these Chapter 11 Cases, the terms of this Order shall control.

39. Waiver of Bankruptcy Rules 6004(h) and 6006(d). Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d) or any applicable provisions of the Local Rules, this Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry, and the fourteen-day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply, and the Debtors and the Purchaser are authorized and empowered to close the Sale immediately upon entry of this Order.

40. Personally Identifiable Information. After giving due consideration to the facts, circumstances, and conditions of the Purchase Agreement, the Sale is consistent with the Debtors' privacy policies concerning personally identifiable information and no showing was made that the sale of any personally identifiable information contemplated in the Purchase Agreement, subject to the terms of this Order, would violate applicable non-bankruptcy law.

41. Binding Effect of this Order. This Order, the Purchase Agreement, and the Ancillary Agreements shall be binding in all respects upon, (a) the Debtors, (b) the Debtors' estates, (c) all creditors of, and holders of equity interests in, the Debtors, (d) all holders of Liens or other interests (whether known or unknown) in, against, or on all or any portion of the Purchased Assets, (e) all Non-Debtor Counterparties, (f) the Purchaser and the Purchaser Parties, (g) the

Purchased Assets, and (h) all successors and assigns of each of the foregoing, including, without limitation, any trustee subsequently appointed in the Chapter 11 Cases, or a chapter 7 trustee appointed upon a conversion of one or more of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code or other plan fiduciaries, plan administrators, liquidating trustees, or other estate representatives appointed or elected in the Debtors' cases. This Order, the Purchase Agreement, and the Ancillary Agreements shall inure to the benefit of the Debtors, their estates and creditors, the Purchaser, and the Purchaser Parties, and the respective successors and assigns of each of the foregoing, including, without limitation, any trustee subsequently appointed in the Chapter 11 Cases or upon conversion to chapter 7 under the Bankruptcy Code, and any Entity seeking to assert rights on behalf of any of the foregoing or that belong to the Debtors' estates. The Purchase Agreement and all other Ancillary Documents shall be binding in all respects upon the Debtors and the Purchaser.

42. Subsequent Plan Provisions. Nothing contained in any chapter 11 plan confirmed in the Debtors' Chapter 11 Cases, any order confirming any such plan, or in any other order in these Chapter 11 Cases (including any order entered after any conversion of any of these Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code) or any related proceeding subsequent to entry of this Order shall alter, conflict with, or derogate from, the provisions of the Purchase Agreement or this Order.

43. Further Assurances. From time to time, as and when requested by any party, each party to the Purchase Agreement shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by the Purchase Agreement.

44. Retention of Jurisdiction. The Court shall retain jurisdiction with respect to all matters arising from or related to this Order and the Purchase Agreement (and such other related agreements, documents, or other instruments) and to interpret, implement, and enforce the terms of this Order and Purchase Agreement.

Dated: _____, 2024
Wilmington, Delaware

_____

[_____]
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 5

Notice of Auction and Sale Hearing

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
COACH USA, INC., *et al*.,[1]	Case No. 24-11258 (MFW)
Debtors.	(Jointly Administered)
	Bidding Procedures Hearing Date: **July 9, 2024 at 3:00 p.m. (ET)**
	Bidding Procedures Objection Deadline: **June 27, 2024 at 4:00 p.m. (ET)**
	Sale Hearing Date: **August 13, 2024 at 10:30 a.m. (ET)**
	Sale Objection Deadline: **August 1, 2024 at 4:00 p.m. (ET)**

NOTICE OF SALES, BIDDING PROCEDURES, AUCTION, AND SALE HEARING

1. On June 11, 2024, Coach USA, Inc. and its affiliated debtors and debtors in possession in the above-captioned chapter 11 cases (each a "Debtor," and collectively, the "Debtors") filed with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") their motion (the "Motion") for the entry of: (a) an order (the "Bidding Procedures Order"),[2] (i) authorizing and approving bidding procedures (the "Bidding Procedures") in connection with the sales or dispositions (the "Sales", and each a "Sale") of substantially all of the Debtors' assets (the "Assets"), or any portion of the Assets, (ii) authorizing and approving the Avalon Stalking Horse Bidder and ABC Stalking Horse Bidder (collectively, the "Stalking Horse Bidders" and the bids thereunder, the "Stalking Horse Bids") and the bid protections provided to the Stalking Horse Bidders, including the payment of a break-up fee and the reimbursement of expenses, (iii) scheduling the auction (the "Auction") for and a hearing to approve the Sales, (iv) authorizing and approving the form and manner of notice of the respective date, time, and place for the Auction and a hearing to approve the Sales, (v) approving procedures for the assumption and assignment of certain executory contracts and unexpired leases, (vi) approving the form and manner of notice of the assumption and assignment of certain executory contracts and unexpired leases, and (vii) granting related relief; and (b) orders (the "Sale Orders") authorizing and approving (i) the sales of the Assets free and clear of all claims, liens, liabilities, rights, interests,

[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 set forth in the Bidding Procedures Order (including the Bidding Procedures). Any summary of the Bidding Procedures and the Bidding Procedures Order contained herein is qualified in its entirety by the actual terms and conditions thereof. To the extent that there is any conflict between any such summary and such actual terms and conditions, the actual terms and conditions shall control.

and encumbrances (except certain permitted encumbrances and/or assumed liabilities as provided in the applicable purchase agreements), (ii) the Debtors to assume and assign certain executory contracts and unexpired leases, and (iii) related relief.

2. On [____], 2024, the Bankruptcy Court entered the Bidding Procedures Order [Docket No. ___].

3. Pursuant to the Bidding Procedures, a Potential Bidder that desires to make a bid on the Assets shall deliver an electronic copy of its bid to the parties identified in the Bidding Procedures so as to be received on or before **August 1, at 5:00 p.m. (ET) (the "Bid Deadline") and otherwise comply with the Bidding Procedures. FAILURE TO ABIDE BY THE BIDDING PROCEDURES MAY RESULT IN A BID TO BE REJECTED. ANY PARTY INTERESTED IN BIDDING ON THE ASSETS SHOULD CONTACT DEBTORS' INVESTMENT BANKERS, HOULIHAN LOKEY (ATTN: STEPHEN SPENCER, (612)215-2252, SSPENCER@HL.COM; JACK SALLSTROM, (612) 215-2265, JSALLSTROM@HL.COM).**

4. Pursuant to the Bidding Procedures, if the Debtors receive more than one Qualified Bid (other than any Stalking Horse Bid) for certain of the Assets, the Debtors will conduct an auction for the relevant Assets (the "Auction") on **August 6, 2024 at 10:00 a.m. (prevailing Eastern Time)** at the offices of proposed counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street (or such later time or such other place as the Debtors shall designate and notify to all Qualified Bidders who have submitted Qualified Bids) for consideration of the Qualified Bids, each as may be increased at the Auction.

5. Only the Qualified Bidders (including the Stalking Horse Bidders) are eligible to participate at the Auction.

6. If the Debtors only receive one Qualified Bid, including any Stalking Horse Bid, for the Assets that are the subject of the Auction, then (a) the Debtors shall not hold an Auction with respect to the relevant Assets; (b) the sole Qualified Bid will be deemed the Successful Bid with respect to the relevant Assets; and (c) that Qualified Bidder will be named the Successful Bidder with respect to the relevant Assets.

7. Each Successful Bid and any Next-Highest Bid (or if no Qualified Bid other than that of a Stalking Horse Bidder is received with respect to the relevant Assets, then the applicable Stalking Horse Bid) will be subject to approval by the Bankruptcy Court. The hearing to approve a Successful Bid and any Next-Highest Bid shall take place on **August 13, 2024 at 10:30 a.m. (prevailing Eastern Time)** (the "Sale Hearing"). The Sale Hearing may be adjourned by the Debtors from time to time without further notice to creditors or other parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing or by filing a notice, which may be a hearing agenda stating the adjournment, on the docket of the Debtors' chapter 11 cases.

8. Any objections to the Sales or the relief requested in connection with the Sales, including objections to entry of any proposed Sale Orders (a "Sale Objection"), other than a Post-Auction Objection (as defined below) or a Cure Cost/Assignment Objection (which shall be

governed by the Assignment Procedures) must: (i) be in writing; (ii) signed by counsel or attested to by the objecting party; (iii) be in conformity with the applicable provisions of the Bankruptcy Rules and the Local Rules; (iv) state with particularity the legal and factual basis for the objection and the specific grounds therefor; and (v) be filed with the Bankruptcy Court and properly served on the Notice Parties so as to be received no later than **August 1, 2024 at 4:00 p.m. (ET)** (the "Sale Objection Deadline"). The "Notice Parties" are as follows: (a) proposed counsel to the Debtors, (i) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801 (Attn: Sean M. Beach, Esq. (sbeach@ycst.com), Joseph M. Mulvihill, Esq. (jmulvihill@ycst.com), Rebecca L. Lamb (rlamb@ycst.com), and Benjamin C. Carver, Esq. (bcarver@ycst.com)), and (ii) Alston & Bird LLP, 90 Park Avenue, New York, New York 10066 (Attn: J. Eric Wise, Esq. (eric.wise@alston.com), Matthew K. Kelsey, Esq. (matthew.kelsey@alston.com), and William Hao, Esq. (william.hao@alston.com)); (b) counsel to the Official Committee of Unsecured Creditors, (i) Brown Rudnick LLP, 7 Times Square, New York, New York 10036 (Attn: Robert J. Stark (rstark@brownrudnick.com), Bennett S. Silverberg (bsilverberg@brownrudnick.com), and Sharon I. Dwoskin (sdwoskin@brownrudnick.com), and (ii) Faegre Drinker Biddle & Reath, LLP, 222 Delaware Ave. Suite 1410, Wilmington, Delaware 19801 (Attn: Patrick A. Jackson (Patrick.jackson@faegredrinker.com)); (c) counsel to Wells Fargo Bank, National Association in its capacity as DIP Agent and Prepetition ABL Administrative Agent, (i) Goldberg Kohn, 55 E. Monroe St., Chicago, Illinois 60603 (Attn: William A. Starshak, Esq. (William.Starshak@goldbergkohn.com), Dimitri G. Karcazes, Esq. (Dimitri.Karcazes@goldbergkohn.com), Prisca M. Kim, Esq. (prisca.kim@goldbergkohn.com), and Nicole P. Bruno (Nicole.Bruno@goldbergkohn.com)) and (ii) 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)); (d) counsel to the NewCo Stalking Horse Bidder, McGuireWoods LLP, Tower Two-Sixty, 260 Forbes Avenue, Suite 1800, Pittsburgh, PA 15222 (Attn: Mark Freedlander, Esq. (mfreedlander@mcguirewoods.com) and Frank Guadagnino, Esq. (fguadagnino@mcguirewoods.com)); (e) counsel to the Avalon Stalking Horse Bidder, Thompson Coburn LLP, 10100 Santa Monica Boulevard, Suite 500 (Attn: Barry Weisz (bweisz@thompsoncoburn.com), and Mark T. Power (mpower@thompsoncoburn.com)); (f) counsel to the ABC Stalking Horse Bidder, JD Thompson Law, Post Office Box 33127, Charlotte, NC 28233 (Attn: Judy Thompson (jdt@jdthompsonlaw.com)); and (g) Richard Schepacarter, Esq., Office of the United States Trustee, 844 N. King Street, Suite 2207, Lockbox 35, Wilmington DE, 19801 (Attn: Richard Schepacarter (Richard.Schepacarter@usdoj.gov). Any objections solely with respect to conduct at the Auction (if held) (a "Post-Auction Objection") must: (i) be in writing; (ii) signed by counsel or attested to by the objecting party; (iii) be in conformity with the applicable provisions of the Bankruptcy Rules and the Local Rules; (iv) state with particularity the legal and factual basis for the objection and the specific grounds therefor; (v) be filed with the Bankruptcy Court and properly served on the Notice Parties so as to be received no later than **August 7, 2024 at 4:00 p.m. (ET)** (the "Post-Auction Objection Deadline").

9. Copies of the Motion, the Bidding Procedures, the Bidding Procedures Order, and the Assignment Procedures may be obtained by parties in interest free of charge on the dedicated webpage related to the Debtors' chapter 11 cases maintained by the claims and noticing agent in these cases (https://cases.ra.kroll.com/CoachUSA). Copies of such documents are also available for inspection during regular business hours at the Clerk of the Bankruptcy Court, 824 N. Market

Street, 3rd Floor, Wilmington, DE 19801, and may be viewed for a fee on the internet at the Court's website (http://www.deb.uscourts.gov/) by following the directions for accessing the ECF system on such website.

Dated: _____, 2024
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

*/s/*_____
Edmon L. Morton (No. 3856)
Sean M. Beach (No. 4070)
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- and -

ALSTON & BIRD LLP
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Matthew K. Kelsey (admitted *pro hac vice*)
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matthew.kelsey@alston.com
william.hao@alston.com

Proposed Counsel to the Debtors and Debtors in Possession

31814653.2

EXHIBIT 6

Potential Assumption and Assignment Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
COACH USA, INC., *et al*.,[1]	Case No. 24-11258 (MFW)
Debtors.	(Jointly Administered)
	Cure Cost/Assignment Objection Deadline: August 1, 2024 at 4:00 p.m. (ET)
	Post-Auction Objection Deadline: August 7, 2024 at 4:00 p.m. (ET)
	Sale Hearing Date: August 13, 2024 at 10:30 a.m. (ET)

NOTICE OF POSSIBLE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH THE SALES

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On June 11, 2024, Coach USA, Inc. and its affiliated debtors and debtors in possession in the above-captioned chapter 11 cases (each a "Debtor," and collectively, the "Debtors") filed with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") their motion (the "Motion") for the entry of: (a) an order (the "Bidding Procedures Order"),[2] (i) authorizing and approving bidding procedures (the "Bidding Procedures") in connection with the sales or dispositions (the "Sales", and each a "Sale") of substantially all of the Debtors' assets (the "Assets"), or any portion of the Assets, (ii) authorizing and approving the Avalon Stalking Horse Bidder and ABC Stalking Horse Bidder (collectively, the "Stalking Horse Bidders" and the bids thereunder, the "Stalking Horse Bids") and the bid protections provided to the Stalking Horse Bidders, including the payment of a break-up fee and the reimbursement of expenses, (iii) scheduling the auction (the "Auction") for and a hearing to approve the Sales, (iv) authorizing and approving the form and manner of notice of the respective date, time, and place for the Auction and a hearing to approve the Sales, (v) approving procedures for the assumption and assignment of certain executory contracts and unexpired leases, (vi) approving the form 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 set forth in the Bidding Procedures Order (including the Bidding Procedures). Any summary of the Bidding Procedures and the Bidding Procedures Order contained herein is qualified in its entirety by the actual terms and conditions thereof. To the extent that there is any conflict between any such summary and such actual terms and conditions, the actual terms and conditions shall control.

manner of notice of the assumption and assignment of certain executory contracts and unexpired leases, and (vii) granting related relief; and (b) orders (the "Sale Orders") authorizing and approving (i) the sales of the Assets free and clear of all claims, liens, liabilities, rights, interests, and encumbrances (except certain permitted encumbrances and/or assumed liabilities as provided in the applicable purchase agreements), (ii) the Debtors to assume and assign certain executory contracts and unexpired leases, and (iii) related relief.

2. On [____], 2024, the Bankruptcy Court entered the Bidding Procedures Order [Docket No. ___].

3. The Sale Hearing shall take place on **August 13, at 10:30 a.m. (ET)**. The Sale Hearing may be adjourned by the Debtors from time to time without further notice to creditors or other parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing or by filing a notice, which may be a hearing agenda stating the adjournment, on the docket of the Debtors' chapter 11 cases.

4. To facilitate the Sale, the Debtors are potentially seeking to assume and assign certain executory contracts and unexpired leases (the "Assigned Contracts") to any Successful Bidder for the Assets (or subset thereof), in accordance with the Assignment Procedures provided for in the Bidding Procedures Order. Each of the Debtors' Contracts is identified on Exhibit 1 attached hereto. **THE INCLUSION OF ANY CONTRACT ON EXHIBIT 1 DOES NOT CONSTITUTE AN ADMISSION THAT A PARTICULAR CONTRACT IS AN EXECUTORY CONTRACT OR UNEXPIRED LEASE OF PROPERTY OR REQUIRE OR GUARANTEE THAT SUCH CONTRACT WILL BE ASSUMED AND ASSIGNED, AND ALL RIGHTS OF THE DEBTORS WITH RESPECT THERETO ARE RESERVED.** The cure amount (each, a "Cure Cost"), if any, that the Debtors believe is required to be paid to the applicable counterparty (each, a "Non-Debtor Counterparty," and collectively, the "Non-Debtor Counterparties") to each of the Contracts under section 365(b)(1)(A) and (B) of the Bankruptcy Code is identified on Exhibit 1 attached hereto.

5. If a Non-Debtor Counterparty objects to the Cure Costs for its Contract and/or to the proposed assumption, assignment and/or transfer of such Contract (including the transfer of any related rights or benefits thereunder and to the identity and adequate assurance of future performance provided by the Stalking Horse Bidder), the Non-Debtor Counterparty must file with the Bankruptcy Court and serve on the Notice Parties (as defined below) a written objection (a "Cure Cost/Assignment Objection"). Any Cure Cost/Assignment Objection must: (i) be in writing; (ii) signed by counsel or attested to by the objecting party; (iii) be in conformity with the applicable provisions of the Bankruptcy Rules and the Local Rules; (iv) state with particularity the legal and factual basis for the objection and the specific grounds therefor, including the amount of Cure Costs in dispute; and (v) be filed with the Bankruptcy Court and properly served on the Notice Parties so as to be received no later than **August 1, 2024 at 4:00 p.m. (ET)** (the "Cure Cost/Assignment Objection Deadline"). The "Notice Parties" are as follows: (a) proposed counsel to the Debtors, (i) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801 (Attn: Sean M. Beach, Esq. (sbeach@ycst.com), Joseph M. Mulvihill, Esq. (jmulvihill@ycst.com), Rebecca L. Lamb (rlamb@ycst.com), and Benjamin C. Carver, Esq. (bcarver@ycst.com)), and (ii) Alston & Bird LLP, 90 Park Avenue, New York, New York 10066 (Attn: J. Eric Wise, Esq. (eric.wise@alston.com), Matthew K.

Kelsey, Esq. (matthew.kelsey@alston.com), and William Hao, Esq. (william.hao@alston.com)); (b) counsel to the Official Committee of Unsecured Creditors, (i) Brown Rudnick LLP, 7 Times Square, New York, New York 10036 (Attn: Robert J. Stark (rstark@brownrudnick.com), Bennett S. Silverberg (bsilverberg@brownrudnick.com), and Sharon I. Dwoskin (sdwoskin@brownrudnick.com)), and (ii) Faegre Drinker Biddle & Reath, LLP, 222 Delaware Ave. Suite 1410, Wilmington, Delaware 19801 (Attn: Patrick A. Jackson (Patrick.jackson@faegredrinker.com)); (c) counsel to Wells Fargo Bank, National Association in its capacity as DIP Agent and Prepetition ABL Administrative Agent, (i) Goldberg Kohn, 55 E. Monroe St., Chicago, Illinois 60603 (Attn: William A. Starshak, Esq. (William.Starshak@goldbergkohn.com), Dimitri G. Karcazes, Esq. (Dimitri.Karcazes@goldbergkohn.com), Prisca M. Kim, Esq. (prisca.kim@goldbergkohn.com), and Nicole P. Bruno (Nicole.Bruno@goldbergkohn.com)) and (ii) 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)); (d) counsel to the NewCo Stalking Horse Bidder, McGuireWoods LLP, Tower Two-Sixty, 260 Forbes Avenue, Suite 1800, Pittsburgh, PA 15222 (Attn: Mark Freedlander, Esq. (mfreedlander@mcguirewoods.com) and Frank Guadagnino, Esq. (fguadagnino@mcguirewoods.com)); (e) counsel to the Avalon Stalking Horse Bidder, Thompson Coburn LLP, 10100 Santa Monica Boulevard, Suite 500 (Attn: Barry Weisz (bweisz@thompsoncoburn.com), and Mark T. Power (mpower@thompsoncoburn.com)); (f) counsel to the ABC Stalking Horse Bidder, JD Thompson Law, Post Office Box 33127, Charlotte, NC 28233 (Attn: Judy Thompson (jdt@jdthompsonlaw.com)); and (g) Richard Schepacarter, Esq., Office of the United States Trustee, 844 N. King Street, Suite 2207, Lockbox 35, Wilmington DE, 19801 (Attn: Richard Schepacarter (Richard.Schepacarter@usdoj.gov)).

6. Objections (a "Post-Auction Objection") of any Non-Debtor Counterparty related solely to the identity of, and adequate assurance of future performance provided by the Successful Bidder(s) in the event a Stalking Horse Bidder is not the Successful Bidder with respect to the applicable Assigned Contract must (i) be in writing; (ii) signed by counsel or attested to by the objecting party; (iii) be in conformity with the applicable provisions of the Bankruptcy Rules and the Local Rules; (iv) state with particularity the legal and factual basis for the objection and the specific grounds therefor, including the amount of Cure Costs in dispute; and (v) be filed with the Bankruptcy Court and properly served on the Notice Parties so as to be received no later than **August 7, 2024 at 4:00 p.m. (ET)** (the "Post-Auction Objection Deadline"); provided, however, that any objection of a Non-Debtor Counterparty related to a Stalking Horse Bid (including with respect to the identity of and adequate assurance of future performance provided by a Stalking Horse Bidder) must be filed as a Cure Cost/Assignment Objection by the Cure Cost/Assignment Objection Deadline.

7. At the Sale Hearing, the Debtors may seek Bankruptcy Court approval of the assumption and assignment to any Successful Bidder of those Contracts that have been selected by the Successful Bidder to be assumed and assigned. The Debtors and their estates reserve any and all rights with respect to any Contracts that are not ultimately assigned to the Successful Bidder.

8. **ANY NON-DEBTOR COUNTERPARTY TO A CONTRACT WHO FAILS TO TIMELY FILE AND PROPERLY SERVE A CURE COST/ASSIGNMENT OBJECTION OR POST-AUCTION OBJECTION AS PROVIDED HEREIN WILL (I) BE**

FOREVER BARRED FROM OBJECTING TO THE CURE COSTS AND FROM ASSERTING ANY ADDITIONAL CURE OR OTHER AMOUNTS WITH RESPECT TO SUCH CONTRACT IN THE EVENT IT IS ASSUMED AND/OR ASSIGNED BY THE DEBTORS AND THE DEBTORS SHALL BE ENTITLED TO RELY SOLELY UPON THE CURE COSTS, AND (II) BE DEEMED TO HAVE CONSENTED TO THE ASSUMPTION, ASSIGNMENT AND/OR TRANSFER OF SUCH CONTRACT (INCLUDING THE TRANSFER OF ANY RELATED RIGHTS AND BENEFITS THEREUNDER) TO THE RELEVANT SUCCESSFUL BIDDER AND SHALL BE FOREVER BARRED AND ESTOPPED FROM ASSERTING OR CLAIMING AGAINST THE DEBTORS OR THE SUCCESSFUL BIDDER THAT ANY ADDITIONAL AMOUNTS ARE DUE OR DEFAULTS EXIST, OR CONDITIONS TO ASSUMPTION, ASSIGNMENT, AND/OR TRANSFER MUST BE SATISFIED UNDER SUCH CONTRACT, OR THAT ANY RELATED RIGHT OR BENEFIT UNDER SUCH CONTRACT CANNOT OR WILL NOT BE AVAILABLE TO THE RELEVANT SUCCESSFUL BIDDER.

9. If a Non-Debtor Counterparty files a Cure Cost/Assignment Objection satisfying the requirements of these Assignment Procedures, the Debtors and the Non-Debtor Counterparty shall meet and confer in good faith to attempt to resolve any such objection without Bankruptcy Court intervention (the "Resolution Procedures"). If the applicable parties determine that the objection cannot be resolved without judicial intervention in a timely manner, the Bankruptcy Court shall make all necessary determinations relating to such Cure Cost/Assignment Objection at a hearing scheduled pursuant to the following Paragraph.

10. Consideration of unresolved Cure Cost/Assignment Objections and Post-Auction Objections relating to all Contracts, if any, will be held at the Sale Hearing, provided, however, that (i) any Contract that is the subject of a Cure Cost/Assignment Objection with respect solely to the amount of the Cure Cost may be assumed and assigned prior to resolution of such objection and (ii) the Debtors, in consultation with the Consultation Parties, may adjourn a Cure Cost/Assignment objection in their discretion.

11. A timely filed and properly served Cure Cost/Assignment Objection or Post-Auction Objection will reserve the filing Non-Debtor Counterparty's rights relating to the Contract, but will not be deemed to constitute an objection to the relief generally requested in the Motion with respect to the approval of the Sale.

12. The Debtors' assumption and/or assignment of a Contract is subject to approval by the Bankruptcy Court, consummation of the Sale and receipt of a Confirmation Notice (as defined below). Absent consummation of the Sale, receipt of a Confirmation Notice and entry of a Sale Order approving the assumption and/or assignment of the Contracts, the Contracts shall be deemed neither assumed nor assigned, and shall in all respects be subject to subsequent assumption or rejection by the Debtors.

13. Within ten (10) days following the assumption and assignment of any Contract to the relevant Successful Bidder, the Debtors shall file with the Bankruptcy Court and shall serve each Non-Debtor Counterparty whose Contract the Debtors assumed and/or assigned with a notice of assumption and assignment of such Contract (the "Confirmation Notice"). Any

Contract where no Confirmation Notice was served shall be deemed neither assumed nor assigned, and shall in all respects be subject to subsequent assumption or rejection by the Debtors. Contracts may be designated or de-designated for assumption and assignment at any time prior to the consummation of the Sale.

14. Copies of the Motion, the Bidding Procedures, the Bidding Procedures Order, and the Assignment Procedures may be obtained by parties in interest free of charge on the dedicated webpage related to the Debtors' chapter 11 cases maintained by the claims and noticing agent in these cases (https://cases.ra.kroll.com/CoachUSA). Copies of such documents are also available for inspection during regular business hours at the Clerk of the Bankruptcy Court, 824 N. Market Street, 3rd Floor, Wilmington, DE 19801, and may be viewed for a fee on the internet at the Court's website (http://www.deb.uscourts.gov/) by following the directions for accessing the ECF system on such website.

[The remainder of this page is intentionally left blank.]

Dated: _____, 2024
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/

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Proposed Counsel to the Debtors and Debtors in Possession

EXHIBIT 1

Assigned Contracts

TAB F

THIS IS EXHIBIT "**F**" REFERRED TO IN THE
AFFIDAVIT OF SPENCER WARE
SWORN
THE 25TH DAY OF JULY, 2024

A Commissioner for taking affidavits, etc.

Court File No. CV-24-00722168-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

FIRST REPORT OF THE INFORMATION OFFICER
ALVAREZ & MARSAL CANADA INC.

July 17, 2024

TABLE OF CONTENTS

APPENDICES

1.0 INTRODUCTION

1.1 On June 11, 2024 (the "**Petition Date**"), Coach USA, Inc. ("**Coach USA**") and certain of its affiliates (collectively, the "**Chapter 11 Debtors**" or the "**Company**") commenced cases in the United States Bankruptcy Court for the District of Delaware (the "**U.S. Bankruptcy Court**") by filing voluntary petitions for relief under Chapter 11 of Title 11 of the United States Bankruptcy Code (the "**Chapter 11 Cases**").

1.2 The primary purpose of the Chapter 11 Cases is to provide the Chapter 11 Debtors with the necessary relief to continue the sale process that began prior to the Petition Date and consummate value maximizing transactions, including a transaction involving the Canadian subsidiaries, 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**"). Each Canadian Debtor is also a Chapter 11 Debtor in the Chapter 11 Cases.

1.3 On June 13, 2024, following a hearing in respect of the first day motions filed by the Chapter 11 Debtors, the U.S. Bankruptcy Court granted certain orders (collectively, the "**First Day Orders**"), including an order authorizing Coach USA to act as a foreign representative in the Chapter 11 Cases.[1]

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[1] Copies of each of the orders entered and other documents related to the Chapter 11 Cases are available at the website maintained by Kroll Restructuring Administration LLC ("**Kroll**"): https://cases.ra.kroll.com/CoachUSA/.

1.4 On June 14, 2024, upon the application of Coach USA, in its capacity as foreign representative in respect of the Chapter 11 Cases (the "**Foreign Representative**"), the Ontario Superior Court of Justice (Commercial List) (the "**Court**") granted two orders (the "**Initial Recognition Order**" and the "**Supplemental Order**") that, among other things: (a) recognized the Chapter 11 Cases as a "foreign main proceeding" in respect of the Canadian Debtors under Part IV of the *Companies' Creditors Arrangement Act* (the "**CCAA**"); (b) recognized Coach USA as the "foreign representative" of the Canadian Debtors; (c) granted a stay of proceedings in respect of the Canadian Debtors, and their respective directors and officers; (d) appointed Alvarez & Marsal Canada Inc. ("**A&M**") as the information officer (in such capacity, the "**Information Officer**") in respect of the proceedings under Part IV of the CCAA (the "**CCAA Recognition Proceedings**", and together with the Chapter 11 Cases, the "**Restructuring Proceedings**"); (e) recognized and gave effect in Canada to certain of the First Day Orders (the "**Recognized First Day Orders**"); and (f) granted the Administration Charge, the Directors' Charge and the DIP Charge (each as defined in the Supplemental Order).

1.5 A&M, in its capacity as Proposed Information Officer, filed with this Court a report dated June 14, 2024 (the "**Pre-Filing Report**"), which provided this Court with, among other things, certain background information with respect to the Canadian Debtors and the Chapter 11 Cases. A copy of the Pre-Filing Report is attached hereto as **Appendix "A"** and has been made available on the Information Officer's case website at: www.alvareazandmarsal.com/coachcanada (the "**Case Website**").

2.0 TERMS OF REFERENCE AND DISCLAIMER

2.1 In preparing this report (this "**First Report**"), A&M has relied solely on information and documents provided by the Foreign Representative and the other Chapter 11 Debtors, their U.S. financial advisor and their Canadian legal counsel, and publicly available documents filed with the U.S. Bankruptcy Court (collectively the "**Information**"). Except as otherwise described in this First Report:

(a) the Information Officer has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Information Officer has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("**CASs**") pursuant to the *Chartered Professional Accountants of Canada Handbook* (the "**Handbook**") and accordingly, the Information Officer expresses no opinion or other form of assurance contemplated under CASs in respect of the Information; and

(b) some of the information referred to in this First Report consists of forecasts and projections. An examination or review of the financial forecasts and projections, as outlined in the Handbook, has not been performed.

2.2 Future-oriented financial information referred to in this First Report was prepared based on estimates and assumptions made by the Company's management. Readers are cautioned that, since projections are based upon assumptions about future events and conditions that

are not ascertainable, the actual results will vary from the projections, and the variations could be significant.

2.3 This First Report should be read in conjunction with the Affidavit of Spencer Ware sworn on July 11, 2024 (the "**Second Ware Affidavit**"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Second Ware Affidavit or the Pre-Filing Report, as applicable.

2.4 Unless otherwise stated, all monetary amounts contained herein are expressed in United States dollars.

3.0 PURPOSE OF THIS REPORT

3.1 The purpose of this First Report is to provide this Court with information regarding the following:

(a) the Foreign Representative's motion for an order (the "**Second Supplemental Order**") recognizing and giving effect in Canada to the U.S. Orders (as defined below); and

(b) a summary of the activities of the Information Officer since the date of its appointment.

4.0 ORDERS FOR WHICH RECOGNITION IS BEING SOUGHT

4.1 The Chapter 11 Debtors have recently sought and obtained from the U.S. Bankruptcy Court final versions of certain of the Recognized First Day Orders which were initially granted on an interim basis (the "**Final First Day Orders**"), as well as certain additional orders,

including the Bar Date Order, the Rejection Order and the De Minimis Assets Order (the "**Second Day Orders**", and together the Final First Day Orders and the Second Day Orders, the "**U.S. Orders**").

4.2 The Foreign Representative is now seeking recognition of the U.S. Orders by this Court, and a hearing before this Court has been scheduled for July 18, 2024 for this purpose.

4.3 The Information Officer and its legal counsel have reviewed each of the U.S. Orders that the Foreign Representative is seeking recognition of and supports the recognition of the U.S. Orders by this Court.

4.4 Each of the U.S. Orders for which recognition of this Court is being sought is described in the Second Ware Affidavit and copies are attached as exhibits thereto.

4.5 The Information Officer notes that the Final First Day Orders for which the Foreign Representative is seeking recognition are, for the most part, common in Chapter 11 proceedings and are substantially consistent with the interim orders previously recognized by this Court pursuant to the Supplemental Order.

4.6 This First Report includes pertinent information regarding the following Second Day Orders for which the Foreign Representative is seeking recognition: the Bar Date Order, the Rejection Order and the De Minimis Assets Order.

4.7 The Information Officer understands that the Chapter 11 Debtors sought the U.S. Bankruptcy Court's approval of the Final DIP Order and the Bidding Procedures Order in respect of the NewCo Stalking Horse APA (which provides for, among other things, the

sale of substantially all of the Canadian Debtors' assets), and related bid protections (the "**NewCo Bidding Procedures Order**"), on July 16, 2024 (the "**Bidding Procedures and Final DIP Hearing**").[2] The Information Officer further understands that the Official Committee of Unsecured Creditors to the Chapter 11 Debtors (the "**UCC**") filed an objection to the Final DIP Order and the NewCo Bidding Procedures Order in advance of such hearing (the "**Objection**"). Among other things, pursuant to the Objection, the UCC objected: (a) with respect to the Final DIP Order, to the "creeping roll-up" structure of the DIP Facility, the DIP Facility liens provided on previously unencumbered assets, including two previously unencumbered real properties in the U.S., and the milestones and other controls provided to the DIP Lenders over the sale process; and (b) with respect to the NewCo Bidding Procedures Order, to the consideration provided under the NewCo Stalking Horse APA and the appropriateness of the bid protections provided thereunder. The Information Officer has been advised by the Canadian Debtors that the Bidding Procedures and Final DIP Hearing will continue before the U.S. Bankruptcy Court on July 19, 2024, and that, if entered by the U.S. Bankruptcy Court, the Canadian Debtors intend to seek recognition of the Final DIP Order and the NewCo Bidding Procedures Order in the CCAA Recognition Proceedings. The Information Officer will file a further report with this Court in advance of such hearing.

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[2] The Information Officer understands that the Bidding Procedures Order in respect of the two other stalking horse agreements (which do not contemplate the sale of the Canadian Debtors' assets) was entered by the U.S. Bankruptcy Court on July 9, 2024.

Bar Date Order

4.8 The proposed Second Supplemental Order contemplates recognition in Canada of the Bar Date Order. The Bar Date Order is described in the Second Ware Affidavit and is attached thereto as Exhibit "Q". The Bar Date Order sets out the categories of claimants holding a claim against any of the Chapter 11 Debtors that must file a Proof of Claim (as defined in the Bar Date Order), along with applicable deadlines (the "**Bar Dates**") for each category, as set out below:

(a) Proofs of Claim must be submitted on or before 5:00 p.m. (prevailing Eastern Time) on the date that is 35 days after service of the Bar Date Notice (as defined below), which will be within five (5) business days after the later of: (i) the date the Chapter 11 Debtors file their Schedules (as defined below) with the U.S. Bankruptcy Court, and (ii) the date of entry of the Bar Date Order (the "**General Bar Date**");

(b) governmental agencies and authorities must file Proofs of Claim on or before 5:00 p.m. (prevailing Eastern Time) on December 9, 2024, or such later date as the Bankruptcy Rules may provide (the "**Governmental Bar Date**");

(c) unless ordered otherwise, entities with claims arising from the rejection of executory contracts and unexpired leases must file a Proof of Claim on or before 5:00 p.m. on the date that is 30 days following service of an order approving the rejection; and

(d) if the Chapter 11 Debtors amend or supplement the schedules of assets and liabilities filed in the Chapter 11 Cases (the "**Schedules**") which results in a

reduction in the amount of a claim, a change in nature or classification of a claim, or adds a new claim, affected creditors must file Proofs of Claim on the date that is 21 days from the date on which the Chapter 11 Debtors provide notice of the amendment to Schedules.

4.9 In addition to establishing the Bar Dates, the Bar Date Order: (a) establishes related procedures for the filing of Proofs of Claim; (b) approves the form and scope of notice of the Bar Dates; (c) approves the mailing procedures with respect to the bar date notices (the "**Bar Date Notice**"); and (d) grants certain additional relief.

4.10 Under the Bar Date Order, the Chapter 11 Debtors are required to send the Bar Date Notice to all known creditors, including known creditors of the Canadian Debtors.

4.11 The Information Officer notes that:

(a) to help ensure that Canadian domiciled creditors have notice of the Bar Date Order, the Information Officer will post notice of the General Bar Date and Governmental Bar Date, as well as the Proof of Claim form, the Bar Date Order, and Bar Date Notice material to its Case Website;

(b) the General Bar Date is approximately five (5) weeks after the date of the hearing in respect of the Bar Date Order;

(c) the Bar Date Order provides that the Chapter 11 Debtors will provide notice to all known creditors, including known Canadian creditors; and

(d) in addition to the noticing requirements set forth in the Bar Date Order, the Information Officer understands that a newspaper notice in respect of the Bar Date Order is expected to be published in *The Globe and Mail (National Edition)* as well.

Rejection Order

4.12 The proposed Second Supplemental Order contemplates recognition in Canada of the Rejection Order, which provides for: (a) the rejection of a certain nonresidential lease for a bus facility in Anaheim, California (the "**Rejected Lease**"); (b) the rejection of a certain contract between U.S. Chapter 11 Debtors Megabus Northeast, LLC and Qualtrics, LLC (the "**Rejected Contract**" and, together with the Rejected Lease, the "**Rejected Agreements**"); and (c) the abandonment of any personal property of the Chapter 11 Debtors that remained as of the Petition Date on the premises subject to the Rejected Lease (the "**Personal Property**"). The Rejection Order is described in the Second Ware Affidavit and is attached thereto as Exhibit "N".

4.13 The Information Officer understands that the counterparties to the Rejected Agreements have been provided notice of the Chapter 11 Debtors' motion for the Rejection Order.

4.14 The Information Officer understands that the recognition of the Rejection Order in Canada is necessary in order to avoid the administrative burden on the Chapter 11 Debtors' estates that the rejection of the Rejected Agreements would necessitate should any of the Personal Property belong to the Canadian Debtors.

De Minimis Assets Order

4.15 The proposed Second Supplemental Order contemplates recognition in Canada of the De Minimis Assets Order. The De Minimis Assets Order is described in the Second Ware Affidavit and is attached thereto as Exhibit "M".

4.16 The De Minimis Assets Order, among other things, authorizes and establishes procedures for the expedited sale, transfer or abandonment of assets with an aggregate sale price less than or equal to $1,500,000, subject to certain exceptions as set out therein, free and clear of all liens, without the need for further court approval and with liens attaching to the proceeds therefrom with the same validity, extent, and priority as had attached to the assets immediately prior to the transaction, as well as the notice requirements for same.

4.17 Pursuant to the proposed Second Supplemental Order, the Canadian Debtors shall be authorized to deal with their property in accordance with the De Minimis Assets Order notwithstanding paragraph 5 of the Initial Recognition Order; provided that, a Canadian Debtor shall provide written notice to the Information Officer at least seven (7) days prior to taking any action with respect to its property pursuant to the De Minimis Assets Order.

4.18 The Information Officer understands the need for the Chapter 11 Debtors to be able to close transactions involving their de minimis assets during the Restructuring Proceedings in an efficient and timely manner without the need to file a separate motion to approve each such transaction. The Information Officer believes that the transaction threshold of $1,500,000 for an individual transaction or series of transactions to a single buyer or group of related buyers is reasonable in the circumstances.

5.0 ACTIVITIES OF THE INFORMATION OFFICER

5.1 The activities of the Information Officer since being appointed include:

(a) establishing a website at https://www.alvarezandmarsal.com/coachcanada to make available copies of the Orders granted in the CCAA Recognition Proceedings, as well as other relevant motion materials, reports and information. In addition, there is a link on the Information Officer's website to the Chapter 11 Debtors' restructuring website maintained by Kroll that includes copies of all U.S. Bankruptcy Court materials and orders, petitions, notices, and other materials;

(b) coordinating publication of the notice of the Chapter 11 Cases and CCAA Recognition Proceedings in *The Globe & Mail (National Edition)* newspaper, on June 21 and June 28, 2024;

(c) monitoring Kroll's restructuring website for activity in the Chapter 11 Cases;

(d) responding to stakeholder inquiries regarding the Restructuring Proceedings;

(e) discussing with the Chapter 11 Debtors' Canadian legal counsel and advisors regarding matters relevant to the Chapter 11 Cases;

(f) reviewing the Chapter 11 Debtors' motions filed, and orders of the U.S. Bankruptcy Court entered, in the Chapter 11 Cases;

(g) preparing this First Report; and

(h) engaging with counsel to the Information Officer in respect of the exercise of its powers and the performance of its obligations.

6.0 RECOMMENDATIONS

6.1 The Information Officer is of the view that the U.S. Orders are fair and reasonable in the circumstances and understands that the recognition of the U.S. Orders is necessary to advance the Restructuring Proceedings, including the Chapter 11 Debtors' efforts to maximize the value of their estates.

6.2 Based on the foregoing, the Information Officer respectfully recommends that this Court grant the relief requested by the Foreign Representative in the proposed Second Supplemental Order, including recognizing and giving effect to the U.S. Orders in Canada.

All of which is respectfully submitted to the Court this 17th day of July, 2024.

ALVAREZ & MARSAL CANADA INC.,
Information Officer of the Canadian Debtors
and not in its personal or corporate capacity

Per: 

Alan J. Hutchens
Senior Vice-President

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

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

Applicant

Ontario
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced at Toronto

FIRST REPORT OF THE INFORMATION OFFICER

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Counsel for the Information Officer

TAB G

THIS IS EXHIBIT "**G**" REFERRED TO IN THE
AFFIDAVIT OF SPENCER WARE
SWORN
THE 25TH DAY OF JULY, 2024

A Commissioner for taking affidavits, etc.

Court File No. CV-24-00722168-00CL

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

(l) *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.

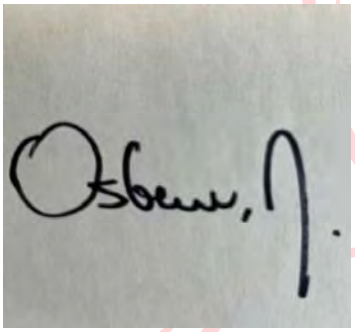
GENERAL

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.



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SCHEDULE A
TAXES AND FEES ORDER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
COACH USA, INC., *et al.*,[1]	Case No. 24-11258 (MFW)
Debtors.	(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 THERETO, (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:	Chapter 11
COACH USA, INC., et al.,[1]	Case No. 24-11258 (MFW)
Debtors.	(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:	Chapter 11
COACH USA, INC., *et al*.,[1]	Case No. 24-11258 (MFW)
Debtors.	(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

31744875.4

SCHEDULE D
FINAL CASH MANAGEMENT ORDER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
COACH USA, INC., *et al.*,[1]	Case No. 24-11258 (MFW)
Debtors.	(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:	Chapter 11
COACH USA, INC., *et al.*,[1]	Case No. 24-11258 (MFW)
Debtors.	(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
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Attn: Sean M. Beach
Joseph M. Mulvihill
Emails: sbeach@ycst.com
jmulvihill@ycst.com

-and-

ALSTON & BIRD LLP
90 Park Avenue
New York, New York 10016
Telephone: (212) 210-9400
Attn: J. Eric Wise
Matthew K. Kelsey
William Hao
Emails: eric.wise@alston.com
matthew.kelsey@alston.com
william.hao@alston.com

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:	Chapter 11
COACH USA, INC., *et al.*,[1]	Case No. 24-11258 (MFW)
Debtors.	(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

SCHEDULE G
FINAL EMPLOYEE WAGES ORDER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
COACH USA, INC., *et al.*,[1]	Case No. 24-11258 (MFW)
Debtors.	(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:	Chapter 11
COACH USA, INC., *et al.*,[1]	Case No. 24-11258 (MFW)
Debtors.	(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:	Chapter 11
COACH USA, INC., *et al*.[1]	Case No. 24-11258 (MFW)
Debtors.	(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

SCHEDULE 1

Rejected Lease

Debtor(s)	**Counterparty**	**Counterparty's Address**	**Rejected Agreement**
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

Debtor(s)	Counterparty	Counterparty's Address	Rejected Agreement
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:	Chapter 11
COACH USA, INC., *et al.*,[1]	Case No. 24-11258 (MFW)
Debtors.	(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

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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:	Chapter 11
COACH USA, INC., *et al.*,[1]	Case No. 24-11258 (MFW)
Debtors.	(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

31748415.3

SCHEDULE L
BAR DATE ORDER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
COACH USA, INC., *et al.*,[1]	Case No. 24-11258 (MFW)
Debtors.	(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:	Chapter 11
COACH USA, INC., *et al.*,[1]	Case No. 24-11258 (MFW)
Debtors.	(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.

Debtor	Case No.	EID# (Last 4 Digits)
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

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[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 -

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

Proposed Counsel to the Debtors and Debtors in Possession

EXHIBIT 2

Proof of Claim Form

United States Bankruptcy Court, District of Delaware

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

Nature of property:
- ❑ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
- ❑ Motor vehicle
- ❑ 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)_____%
- ❑ Fixed
- ❑ Variable

10. **Is this claim based on a lease?**
- ❑ No
- ❑ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**
- ❑ No
- ❑ Yes. Identify the property: _____

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

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

- ❑ No
- ❑ Yes. *Check one:*

	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:	Chapter 11
COACH USA, INC., *et al.*,[1]	Case No. 24-11258 (MFW)
Debtors.	(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:

Debtor	Case No.	EID# (Last 4 Digits)
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:	Chapter 11
COACH USA, INC., *et al*.,[1]	Case No. 24-11258 (MFW)
Debtors.	(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:	Chapter 11
COACH USA, INC., *et al*.,[1]	Case No. 24-11258 (MFW)
Debtors.	(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)
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- and -

ALSTON & BIRD LLP

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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

Item(s) to be Sold	Purchaser	Quantity	Proposed Price	Terms of Sale

EXHIBIT 2

Abandonment Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
COACH USA, INC., *et al*.,[1]	Case No. 24-11258 (MFW)
Debtors.	(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)).

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 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)
Timothy R. Powell (No. 6894)
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- and -

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Email: eric.wise@alston.com
matthew.kelsey@alston.com
william.hao@alston.com

Counsel to the Debtors and Debtors in Possession

Schedule of Assets to be Abandoned

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

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

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)

BENNETT JONES LLP
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Milan Singh-Cheema (LSO# 88258Q)
Tel: (416) 777-5521
Email: singhcheemam@bennettjones.com

Lawyers for the Applicant

TAB H

THIS IS EXHIBIT "**H**" REFERRED TO IN THE
AFFIDAVIT OF SPENCER WARE
SWORN
THE 25TH DAY OF JULY, 2024

A Commissioner for taking affidavits, etc.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
COACH USA, INC., *et al*.[1]	)	Case No. 24-11258 (MFW)
	)	
Debtors.	)	(Jointly Administered)

FINAL ORDER (I) AUTHORIZING THE APPLICABLE DEBTORS TO OBTAIN POSTPETITION SECURED FINANCING; (II) AUTHORIZING THE APPLICABLE DEBTORS' USE OF CASH COLLATERAL; (III) GRANTING ADEQUATE PROTECTION TO PREPETITION ABL ADMINISTRATIVE AGENT AND THE OTHER PREPETITION SECURED PARTIES; AND (IV) GRANTING RELATED RELIEF

This matter came before this Court on the motion (the "Motion") of Project Kenwood Intermediate Holdings III, LLC ("Parent") and its direct and indirect debtor subsidiaries (the "Applicable Debtors") requesting that this Court enter a final order authorizing the Applicable Debtors to: (a) use certain Cash Collateral on a final basis; (b) incur Postpetition Debt on a final basis; and (c) grant adequate protection and provide security and other relief to Wells Fargo Bank, National Association ("Wells"), in its capacity as agent ("Prepetition ABL Administrative Agent") to the lenders party to Prepetition ABL Agreement ("Prepetition ABL Lenders") and the other Prepetition Secured Parties, and Wells Fargo Bank, National Association in its capacity as agent ("DIP Agent"; together Prepetition ABL Administrative Agent, "Agents") to the lenders party to the DIP Credit Agreement ("DIP Lenders"; together with Prepetition ABL Lenders, the "Lenders") and the other Postpetition Secured Parties. Unless otherwise indicated, all capitalized terms used as defined terms herein have the meanings ascribed thereto in Exhibit A attached hereto and by this reference are made a part hereof.

This final order (this "Order") shall constitute findings of fact and conclusions of law pursuant to Fed. R. Bankr. P. 7052 and shall take effect and be fully enforceable as of the Petition Date.

[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.

Having examined the Motion, being fully advised of the relevant facts and circumstances surrounding the Motion, and having completed a hearing pursuant to Bankruptcy Code §§ 363 and 364, Rule 4001(b) and (c), and Local Rule 4001-1 and 4001-2, and objections, if any, having been withdrawn, resolved or overruled by the Court, **THE MOTION IS GRANTED, AND THE COURT HEREBY FINDS THAT:**

A. On the Petition Date, Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. Debtors have retained possession of their property and continue to operate their respective businesses as debtors in possession pursuant to Bankruptcy Code §§ 1107 and 1108.

B. The Court has jurisdiction over the Cases and this proceeding pursuant to 28 U.S.C. §§ 157(b) 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. The Court may enter a final order consistent with Article III of the United States Constitution. Determination of the Motion constitutes a core proceeding as defined in 28 U.S.C. § 157(b)(2). Venue over this Motion is proper under 28 U.S.C. § 1409(a).

C. On June 25, 2024, the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed the Committee. *See* Docket No. 139 (Coach USA, Inc.).

D. Subject to Paragraph 9 of this Order, Applicable Debtors (for themselves and their non-Debtor subsidiaries) admit, stipulate and agree that:

1. the Prepetition ABL Documents evidence and govern the Prepetition Debt, the Prepetition Liens and the prepetition financing relationship among Applicable Debtors, Prepetition ABL Administrative Agent, Prepetition ABL Lenders and the other Prepetition Secured Parties;

2. the Prepetition Debt constitutes the legal, valid and binding obligation of Applicable Debtors, enforceable in accordance with the terms of the Prepetition ABL Documents, all of which are deemed to be reaffirmed by the parties thereto;

3. as of the Petition Date, Applicable Debtors are each liable for the payment and performance of the Prepetition Debt, and the Prepetition Debt shall be an allowed claim in an amount not less than $182,269,070.45, exclusive of accrued and accruing Allowable 506(b) Amounts;

4. no offsets, defenses or counterclaims to the Prepetition Debt exist, and no portion of the Prepetition Debt is subject to contest, objection, recoupment, defense, counterclaim, offset, avoidance, recharacterization, subordination or other claim, cause of action or challenge of any nature under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise;

5. the Prepetition Liens are Priority Liens, subject to Permitted Priority Liens and secure payment of all of the Prepetition Debt;

6. Nothing herein shall prejudice Prepetition ABL Administrative Agent's and any Prepetition ABL Lender's right to: (1) assert that their respective interests in the Prepetition Collateral lack adequate protection; or (2) seek a valuation of the Prepetition Collateral;

7. Debtors do not have, and each of the Debtors hereby absolutely, unconditionally and irrevocably releases, remises, and discharges and is forever barred from bringing or asserting any claims, counterclaims, causes of action, defenses or setoff rights relating to the Prepetition ABL Documents, the Prepetition Liens, the Prepetition Debt or otherwise, against the Prepetition ABL Administrative Agent, any Prepetition ABL Lenders, any other Prepetition Secured Party and each of their respective successors and assigns, and their respective present and former shareholders, members, managers, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, advisors, principals, employees, consultants, agents, legal representatives and other representatives.

E. Prepetition ABL Administrative Agent and Prepetition Secured Parties have consented to the terms of this Order and are entitled to adequate protection as set forth herein pursuant to Bankruptcy Code §§ 361, 362, 363 and 364 for any decrease in the value of their interests in the Prepetition Collateral from and after the Petition Date.

F. Applicable Debtors need to use Cash Collateral and incur Postpetition Debt as provided herein, in order to prevent immediate and irreparable harm to the Applicable Debtors' estates and minimize disruption to and avoid the termination of their business operations. Entry of this Order will also enhance the possibility of maximizing the value of the Applicable Debtors' businesses in connection with an orderly sale or other disposition of the Aggregate Collateral.

G. Debtors are unable to obtain unsecured credit allowable under Bankruptcy Code § 503(b)(1) sufficient to finance the operations of their businesses. Except as provided below, Debtors are unable to obtain credit allowable under Bankruptcy Code §§ 364(c)(1), (c)(2) or (c)(3) on terms more favorable than those offered by DIP Agent and DIP Lenders. An immediate need exists for the Debtors to obtain Postpetition Debt in order to continue operations and to administer and preserve the value of their estates. The Debtors, as of the Petition Date, do not have sufficient cash resources to finance their ongoing operations and require the availability of working capital from Postpetition Debt, the absence of which would immediately and irreparably harm the Debtors, their estates and creditors.

H. The terms of the Postpetition Debt have been negotiated at arm's length, and the Postpetition Debt is being extended in good faith, as that term is used in Bankruptcy Code § 364(e).

I. The terms and conditions of the DIP Documents are fair and reasonable, the best available under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and consideration.

J. Under the circumstances of these Cases, the Interim Order and this Order are a fair and reasonable response to Applicable Debtors' request for Agents' and Lenders' consent to the use of Cash Collateral and provision of Postpetition Debt, and the entry of the Interim Order was, and this Order is, in the best interest of Applicable Debtors' estates and their creditors.

K. The Final Hearing was held pursuant to Rule 4001(b)(2). Under the exigent circumstances described in the Declarations, proper, timely, adequate, and sufficient notice of the Motion has been provided in accordance with the Bankruptcy Code, the Rules, and the Local Rules, and no other or further notice of the Motion or the entry of this Order shall be required.

WHEREFORE, IT IS HEREBY ORDERED THAT THE MOTION IS GRANTED, AND THAT:

1. Authorization to Use Cash Collateral. The Applicable Debtors were authorized, pursuant to the Interim Order, and are hereby authorized to use Cash Collateral solely in accordance with the terms and provisions of the Interim Order and this Order, to the extent required to pay when due those expenses enumerated in the Budget, including funding the Carveout Account, and to pay Allowable 506(b) Amounts and the Postpetition Charges.

2. Procedure for Use of Cash Collateral.

(a) Delivery of Cash Collateral to DIP Agent. Applicable Debtors shall deposit all Cash Collateral now or hereafter in their possession or control into the Blocked Account (or otherwise deliver such Cash Collateral to DIP Agent in a manner satisfactory to DIP Agent) promptly upon receipt thereof for application in accordance with Paragraph 2(c) of this Order.

(b) Cash Collateral in Agents' or Lenders' Possession. Agents are authorized to collect upon, convert to cash and enforce checks, drafts, instruments and other forms of payment now or hereafter coming into its or any Agent's or any Lender's possession or control which constitute Aggregate Collateral or proceeds thereof.

(c) Application of Cash Collateral. Except as Agents may otherwise elect in their discretion, Agents are authorized to apply all Cash Collateral now or hereafter in any Agent's or any Lender's possession or control as follows: (1) first, to payment of Prepetition Debt consisting of Allowable 506(b) Amounts, until Paid in Full; (2) second, to the payment of all other Prepetition Debt in accordance with the Prepetition ABL Documents, until Paid in Full; (3) third, to the payment of Postpetition Debt consisting of Postpetition Charges, until Paid in Full; and (4) fourth, to payment of other Postpetition Debt in accordance with the DIP Credit Agreement, until Paid in Full. All such applications to Postpetition Debt shall be final and not subject to challenge by any Person, including any Trustee. All such applications to Prepetition Debt shall be final, subject only to the right of parties in interest to seek a determination in accordance with Paragraph 9 below that such applications to Prepetition Debt (including, for the avoidance of doubt, Allowable 506(b) Amounts) resulted in the payment of a claim that was not an allowed secured claim of Prepetition ABL Administrative Agent and Prepetition Secured Parties. Any amounts that are determined by the Court as a result of any such objection or determination to have been improperly applied to Allowable 506(b) Amounts shall be first applied to other Prepetition Debt, and any amounts that have been improperly applied to the Prepetition Debt (other than Allowable 506(b) Amounts) will be first applied to pay Postpetition Debt consisting of Postpetition Charges and then to all other Postpetition Debt, dollar-for-dollar, until Paid in Full.

(d) Prohibition Against Use of Cash Collateral. Unless otherwise consented to by Agents in writing, in Agents' discretion, Applicable Debtors may not use, seek to

use, or be permitted to use any Cash Collateral for any purpose until the Aggregate Debt is Paid in Full; provided, however, that Debtors may use Cash Collateral solely as provided for in this Order.

3. Authorization To Incur Postpetition Debt.

(a) DIP Documents. Applicable Debtors were authorized pursuant to the Interim Order and are hereby authorized and have agreed to: (1) execute the DIP Documents, including all documents that DIP Agent and DIP Lenders find reasonably necessary or desirable to implement the transactions contemplated by the DIP Documents; and (2) perform their obligations under and comply with all of the terms and provisions of the DIP Documents, the Interim Order, and this Order. Upon execution and delivery thereof, the DIP Documents shall constituted valid and binding obligations of Applicable Debtors enforceable in accordance with their terms. To the extent there exists any conflict among the terms of the Motion, the DIP Documents, and this Order, this Order shall govern and control; provided, however, nothing in this Order shall modify or otherwise affect the validity of any Postpetition Debt incurred in accordance with the Interim Order, or any priority or lien so granted under the Interim Order.

(b) Permitted Uses of Postpetition Debt. From and after the entry of this Order, Applicable Debtors are authorized and have agreed to incur Postpetition Debt solely: (1) in accordance with the terms and provisions of this Order, (2) to the extent required to pay those expenses enumerated in the Budget, including funding the Carveout Account, as and when such expenses become due and payable, subject to the Permitted Variance and the terms of the DIP Documents, and (3) to pay Allowable 506(b) Amounts and the Postpetition Charges. If DIP Lenders advance monies to Applicable Debtors and Applicable Debtors use such monies other than in accordance with the terms or provisions of the Interim Order and this Order, such advances shall be considered Postpetition Debt for purposes of the Interim Order and this Order. Except as otherwise permitted by Section 6.7(d) of the DIP Credit Agreement, no Applicable Debtor shall, nor shall it permit any of its Subsidiaries (as defined in the DIP Credit Agreement), through any manner or means or through any other person to, directly or indirectly, use proceeds of the Postpetition Debt: (i) to declare or pay any dividend or make any other payment or distribution, directly or indirectly, on account of Equity Interests (as defined in the DIP Credit Agreement) issued by Parent or any of its Subsidiaries (including any payment in connection with any merger, amalgamation or consolidation involving Parent or any of its Subsidiaries) or to the direct or

indirect holders of Equity Interests issued by Parent or any of its Subsidiaries in its capacity as such (other than dividends or distributions payable in Qualified Equity Interests (as defined in the DIP Credit Agreement) issued by Parent or any of its Subsidiaries), (ii) to purchase, redeem, make any sinking fund or similar payment, or otherwise acquire or retire for value (including in connection with any merger, amalgamation or consolidation involving Parent or any of its Subsidiaries) any Equity Interests issued by Parent or any of its Subsidiaries, (iii) to make any payment to retire, or to obtain the surrender of, any outstanding warrants, options, or other rights to acquire Equity Interests of Parent or any of its Subsidiaries now or hereafter outstanding, (iv) in furtherance of an offer, to pay, to promise to pay, or to authorize the payment or giving of money, or anything else of value, to or for the benefit of any Affiliate of Administrative Borrower that is not a Loan Party (as each such term is defined in the DIP Credit Agreement), or (v) in connection with the investigation (including discovery proceedings), initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation against the Prepetition ABL Administrative Agent, Prepetition ABL Lenders, DIP Agent or DIP Lenders, except for up to $75,000 permitted for investigation costs of any official statutory committee appointed pursuant to Section 1102 of the Bankruptcy Code.

(c) Additional Terms of Postpetition Debt.

(i) Maximum Amount. The maximum principal amount of Postpetition Debt outstanding shall not at any time exceed $199,969,560.45 (the "Maximum Amount").

(ii) Interest. The Postpetition Debt shall bear interest at a per annum rate equal to the Base Rate (as defined in the DIP Credit Agreement) plus 4.0% (exclusive of any default rate interest that may be imposed under the DIP Credit Agreement).

(iii) Closing Fee. Applicable Debtors shall pay to DIP Agent, for the benefit of DIP Lenders, a closing fee (the "Closing Fee") in an amount equal to $600,000, which Closing Fee shall be fully earned, due and payable in kind immediately upon the closing of the DIP Credit Agreement.

(iv) Servicing Fee. A monthly servicing fee in an amount equal to $12,000.

(v) Contingent Obligations. Upon the entry of the Interim Order, all of the Prepetition Debt consisting of contingent Prepetition Debt (including, without limitation, in respect of "Letters of

Credit", "Hedge Obligations" and "Bank Product Obligations", as such terms are defined in the Prepetition ABL Agreement) will be deemed to be assumed by the Debtors and reissued or otherwise incurred by the Debtors under the DIP Documents as Postpetition Debt.

(vi) Maturity. The earliest of (i) the date that is 180 days after the Petition Date, (ii) 28 days following the consummation of a sale of all or substantially all of the Debtors' assets and (iii) the effective date of a plan of reorganization.

(vii) Guarantors. Each Guaranty and all related security documents shall remain in full force and effect notwithstanding the entry of this Order and any subsequent orders amending this Order or otherwise providing for the use of Cash Collateral consented to by Agents and Lenders pursuant to Bankruptcy Code § 363 or additional financing by DIP Agent and DIP Lenders pursuant to Bankruptcy Code § 364. Each Guarantor is and shall remain liable for the guaranteed obligations under each such Guaranty, including, without limitation, all Postpetition Debt, and any refinancing thereof.

(viii) Prepetition ABL Documents. Each Prepetition Third Party Document, and other Prepetition ABL Document will remain in full force and effect notwithstanding the entry of the Interim Order, this Order and any subsequent orders amending this Order or otherwise providing for the use of any Cash Collateral consented to by Agents and Lenders pursuant to Bankruptcy Code § 363 or additional financing by Agents and Lenders pursuant to Bankruptcy Code § 364. Each "Borrower" and "Guarantor" (as each such term is defined in the Prepetition ABL Agreement) is and will remain liable for all guaranteed obligations and indebtedness under the Prepetition ABL Documents.

(ix) Joint and Several Liability of Applicable Debtors. The obligations of each Debtor under the Interim Order were and under this Order are joint and several.

(x) Control Agreements. All "Control Agreements" (as defined in the Prepetition ABL Agreement) in effect as of the Petition Date shall remain in full force and effect notwithstanding the entry of the Interim Order, this Order and any subsequent orders amending this Order.

(d) Superpriority Administrative Expense Status; Postpetition Liens. The Postpetition Debt was granted pursuant to the Interim Order and is hereby granted superpriority administrative expense status under Bankruptcy Code § 364(c)(1), with priority over all costs and expenses of administration of the Cases that are incurred under any provision of the Bankruptcy Code. In addition, DIP Agent was granted pursuant to the Interim Order and is hereby granted the Postpetition Liens, for the benefit of itself, the DIP Lenders and the other Postpetition

Secured Parties to secure the Postpetition Debt; provided, however, no Postpetition Liens are granted pursuant to this Order with respect to Postpetition Collateral unencumbered as of the Petition Date, except to secure (i) New Value and (ii) Postpetition Charges related to such New Value, incurred or otherwise provided after the date hereof; provided further, however, upon closing of the transactions contemplated by the Agreed Sale Order, the Postpetition Liens pursuant to this Order will be deemed to have been granted with respect to all Postpetition Collateral unencumbered as of the Petition Date.

(e) The Postpetition Liens: (1) are in addition to the Prepetition Liens; (2) are (x) with respect to all Prepetition Collateral, Priority Liens (subject only to Permitted Priority Liens, the Prepetition Liens and Replacement Liens) pursuant to Bankruptcy Code § 364(c)(3) and (y) with respect to all Postpetition Collateral (excluding the Prepetition Collateral), Priority Liens (subject only to Permitted Priority Liens subject to § 364(c)(2), in each case of the foregoing clauses (x) and (y), without any further action by Applicable Debtors or DIP Agent and without the execution, delivery, filing or recordation of any financing statements, security agreements, control agreements, title notations, mortgages, deeds of trust or other documents or instruments; (3) shall not be subject to any security interest or lien which is avoided and preserved under Bankruptcy Code § 551; (4) shall remain in full force and effect notwithstanding any subsequent conversion or dismissal of any Case; (5) shall not be subject to Bankruptcy Code § 510(c); and (6) upon approval of the Final Order, shall not be subject to any landlord's lien, banker's lien, bailee's rights, carrier's lien, right of distraint or levy, security interest, right of setoff, or any other lien, right or interest that any bailee, warehouseman, bank, processor, shipper, carrier, or landlord may have in any or all of the Aggregate Collateral. Without limiting the foregoing, Debtors shall execute and deliver to DIP Agent such financing statements, security agreements, control agreements, title notations, mortgages, deeds of trust, instruments and other documents and instruments as DIP Agent may request from time to time, and any such documents filed by DIP Agent shall be deemed filed as of the Petition Date. Further, Prepetition ABL Administrative Agent shall serve as agent for DIP Agent for purposes of perfecting DIP Agent's security interest in any Postpetition Collateral that may require perfection by possession, control or title notation, including, without limitation, under the Control Agreements. In addition, all Prepetition Third Party Documents were deemed pursuant to the Interim Order and are hereby deemed to be for the benefit of DIP Agent and Postpetition Secured Parties without further order of Court or action by

any Person. Without limiting the foregoing, DIP Agent, for itself and the Postpetition Secured Parties, has, pursuant to the Interim Order and will be deemed to have, a perfected Postpetition Lien on all existing deposit accounts of each Debtor and any new deposit account that any Applicable Debtor may establish on or after the date hereof without any further action by Debtors or DIP Agent. A copy of this Order (or a notice of this Order in recordable form) may be used by DIP Agent as a financing statement, mortgage, deed of trust or similar instrument for purposes of any public filing made by DIP Agent for the perfection of the Postpetition Liens and the filing of this Order (or a notice of this Order in recordable form) shall have the same effect as if such instrument had been filed or recorded at the time and on the Petition Date. All state, federal, and county recording officers are authorized and directed to accept a copy of this Order (or a notice of this Order in recordable form) for filing for such purposes.

(f) Prohibition Against Additional Debt. Debtors will not incur or seek to incur debt secured by a lien which is equal to or superior to the Prepetition Liens or the Postpetition Liens, or which is given superpriority administrative expense status under Bankruptcy Code § 364(c)(1), unless, in addition to the satisfaction of all requirements of Bankruptcy Code § 364, Agents have consented to such order.

4. Adequate Protection of Interests of Prepetition ABL Administrative Agent and Prepetition Secured Parties in the Prepetition Collateral and the Prepetition Liens. Prepetition ABL Administrative Agent and Prepetition Secured Parties have consented to the terms of the Interim Order and this Order and are entitled to adequate protection as set forth in the Interim Order and this Order and to the extent required under Bankruptcy Code §§ 361, 362, 363 or 364 for any decrease in the value of such interests in the Prepetition Collateral from and after the Petition Date on account of the stay, use, sale, lease, license, grant or other disposition of any Prepetition Collateral.

(a) Payments to Prepetition ABL Lenders. Subject to reversal and reapplication to the principal balance of the Prepetition Debt and, if no Prepetition Debt remains outstanding, to Postpetition Charges and Postpetition Debt, in accordance with Paragraph 2(c) of this Order, Debtors will timely make (x) monthly payments of interest and letter of credit commissions to the Prepetition ABL Lenders at the default rate as provided for in, and in accordance with, Section 2.6(c) of the Prepetition ABL Agreement commencing on the first

scheduled payment date occurring after the Petition Date, whether or not included in the Budget and (y) payments in cash on a current basis of all fees, costs and expenses of Prepetition ABL Administrative Agent's and Prepetition ABL Lenders' legal counsel (including local and special counsel) and advisors; provided, however, that none of such fees, costs and expenses ("Prepetition ABL Professional Fees") provided as adequate protection payments under this paragraph (a) shall be subject to approval by the Court or the U.S. Trustee, and no recipient of any such payment shall be required to file with respect thereto any interim or final fee application with the Court. Prior to any conversion of the Chapter 11 Cases to chapter 7, any Prepetition ABL Professional Fees shall be paid by the Debtors within fourteen (14) days after delivery of a summary invoice (redacted for privilege) to the Debtors and without the need for application to or order of this Court. A copy of such summary invoice shall be provided by the Prepetition ABL Administrative Agent to the U.S. Trustee and counsel to the Committee, if one is appointed, contemporaneously with the Debtors' receipt of such summary invoice. Notwithstanding the foregoing, if (x) the Debtors, U.S. Trustee, or the Committee object to the reasonableness of a summary invoice submitted by the Prepetition ABL Administrative Agent and (y) the parties cannot resolve such objection, in each case within the fourteen (14)-day period following receipt of such summary invoice, the Debtors, the U.S. Trustee or the Committee, as the case may be, shall file with this Court and serve on the Prepetition ABL Administrative Agent a fee objection (a "Prepetition ABL Fee Objection"), which objection shall be limited to the issue of the reasonableness of such Prepetition ABL Professional Fees. The Debtors shall promptly pay any submitted invoice after the expiration of the fourteen (14)-day period if no Prepetition ABL Fee Objection is filed with this Court and served on the Prepetition ABL in such fourteen (14)-day period. If a Prepetition ABL Fee Objection is timely filed and served, the Debtors shall promptly pay the undisputed amount of the summary invoices, and this Court shall have jurisdiction to determine the disputed portion of such invoice if the parties are unable to resolve the Prepetition ABL Fee Objection.

(b) Priority of Prepetition Liens/Allowance of Prepetition ABL Lenders' Claim. Subject to the terms of Paragraph 9 of this Order: (1) the Prepetition Liens constitute Priority Liens, subject only to the Permitted Priority Liens; (2) the Prepetition Debt constitutes the legal, valid, and binding obligation of each Applicable Debtor, enforceable in accordance with the terms of the Prepetition ABL Documents; (3) no offsets, defenses, or counterclaims to the Prepetition Debt exist, and no portion of the Prepetition Debt is subject to

avoidance, recharacterization or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law; and (4) Prepetition ABL Administrative Agent's and Prepetition Secured Parties' claim with respect to the Prepetition Debt is for all purposes an allowed claim.

(c) Replacement Liens. Prepetition ABL Administrative Agent was granted pursuant to the Interim Order Replacement Liens, for the benefit of itself and the Prepetition Secured Parties, as security for the complete payment and performance of the Prepetition Debt. Prepetition ABL Administrative Agent is hereby granted Replacement Liens provided that the Replacement Liens granted pursuant to this Order will not include liens on Postpetition Collateral unencumbered as of the Petition Date, except to the extent of adequate protection required pursuant to § 361. The Replacement Liens granted pursuant to this Order: (1) are subject to the Carveout, (2) are in addition to the Prepetition Liens; (3) are properly perfected, valid, and enforceable liens without any other or further action by Applicable Debtors or Prepetition ABL Administrative Agent, and without the execution, filing, or recordation of any financing statement, security agreement, control agreement, mortgage, deed of trust, title notation, or other document or instrument; and (4) will remain in full force and effect notwithstanding any subsequent conversion or dismissal of any Case. Without limiting the foregoing, Applicable Debtors were authorized and required pursuant the Interim Order and are authorized to, and must, execute and deliver to Prepetition ABL Administrative Agent any such financing statements, security agreements, control agreements, mortgages, deeds of trust, title notations and other documents and instruments as Prepetition ABL Administrative Agent may request from time to time in its discretion in respect of the Replacement Liens, and any such documents filed by Prepetition ABL Administrative Agent shall be deemed filed as of the Petition Date. A copy of this Order (or a notice of this Order in recordable form) may be used by Prepetition ABL Administrative Agent as a financing statement, mortgage, deed of trust or similar instrument for purposes of any public filing made by Prepetition ABL Administrative Agent for the perfection of the Prepetition Liens and the filing of this Order (or a notice of this Order in recordable form) shall have the same effect as if such instrument had been filed or recorded at the time and on the Petition Date. All state, federal, and county recording officers are authorized to accept a copy of this Order (or a notice of this Order in recordable form) for filing for such purposes.

(d) Allowed Bankruptcy Code § 507(b) Claim. If and to the extent the adequate protection of the interests of Prepetition ABL Administrative Agent and the other

Prepetition Secured Parties in the Prepetition Collateral granted pursuant to the Interim Order and this Order proves insufficient, Prepetition ABL Administrative Agent and the other Prepetition Secured Parties will have an allowed claim under Bankruptcy Code § 507(b), subject to the Carveout, in the amount of any such insufficiency, with priority over (1) any and all costs and expenses of administration of the Cases (other than the claims of DIP Agent, DIP Lenders, and the other Postpetition Secured Parties under Bankruptcy Code § 364) that are incurred under any provision of the Bankruptcy Code and (2) the claims of any other party in interest under Bankruptcy Code § 507(b).

5. Reporting and Rights of Access and Information. The Applicable Debtors shall timely comply with all reporting requirements set forth in the Prepetition ABL Agreement and the DIP Credit Agreement, as applicable. The Applicable Debtors shall comply with the rights of access and information afforded to the DIP Agent and DIP Lenders under the DIP Documents and the Prepetition ABL Administrative Agent and the Prepetition ABL Lenders under the Prepetition ABL Documents. Copies of all financial reports and information delivered pursuant to the Prepetition ABL Agreement and the DIP Credit Agreement shall simultaneously be provided to the financial advisors to the Committee.

6. Termination Date; Rights and Remedies.

(a) Effect of Termination Date. Upon the Termination Date without further notice or order of Court: (1) Applicable Debtors' authorization to use Cash Collateral and incur Postpetition Debt under the Interim Order and hereunder will automatically terminate; and (2) at DIP Agent's election: (i) the Postpetition Debt shall be immediately due and payable, (ii) Applicable Debtors shall be prohibited from using Cash Collateral for any purpose other than application to the Aggregate Debt in accordance with Paragraph 2(c) of this Order and (iii) each Agent shall be entitled to setoff any cash in any Agent's or any Lender's possession or control and apply such cash to the Aggregate Debt in accordance with Paragraph 2(c) of this Order.

(b) Rights and Remedies. At the conclusion of the Remedies Notice Period, at DIP Agent's election without further order of the Court: (1) Agents shall have automatic and immediate relief from the automatic stay with respect to the Aggregate Collateral (without regard to the passage of time provided for in Fed. R. Bankr. P. 4001(a)(3)), and shall be entitled to exercise all rights and remedies available to them under the Prepetition ABL Documents, the DIP

Documents and applicable non-bankruptcy law (including, with respect to any Aggregate Collateral consisting of Real Property, the right to appoint a receiver, the right to foreclose judicially or non-judicially, and other rights and remedies which, under applicable non-bankruptcy law, could be granted to a mortgagee or to a trustee or to a beneficiary pursuant to the terms of a Mortgage (as defined in the Prepetition ABL Agreement and DIP Credit Agreement)); and (2) Applicable Debtors shall promptly surrender the Aggregate Collateral upon written demand by any Agent and otherwise cooperate and not interfere with Agents and Lenders in the exercise of their rights and remedies under the Prepetition ABL Documents, the DIP Documents and applicable non-bankruptcy law, including, without limitation, by filing a motion to retain one or more agents to sell, lease or otherwise dispose of the Aggregate Collateral upon the request and subject to terms and conditions acceptable to Agents. Notwithstanding the foregoing, during the Remedies Notice Period, Applicable Debtors, any Committee, and the U.S. Trustee shall be entitled to seek an emergency hearing seeking an order of this Court determining that an Event of Default alleged to have given rise to the Termination Date did not occur; provided, however, that during the Remedies Notice Period (x) the Applicable Debtors shall be entitled to use Cash Collateral in accordance with the terms of this Order solely to make payroll and other critical expenses (as agreed to by Applicable Debtors and Agent) in accordance with the terms of the Budget and (y) DIP Lenders shall have no obligation to advance Postpetition Debt to Applicable Debtors and may exercise sole dominion over deposit accounts (or otherwise exercise rights under any deposit account control agreements) and except as otherwise set forth in subclause (x), apply all Cash Collateral to the Aggregate Debt in accordance with Paragraph 2(c) of this Order.

(c) Access to Collateral. Upon the entry of this Order, notwithstanding anything to the contrary herein or in any Prepetition Third Party Document or DIP Document, upon written notice to the landlord of any of the Applicable Debtors' leased premises that an Event of Default has occurred and is continuing, Agents may elect to (but will not be obligated to) enter upon any such leased premises for the purpose of exercising any right or remedy with respect to the Aggregate Collateral located thereon and will be entitled to such Applicable Debtor's rights and privileges under such lease without any interference from such landlord; provided, however, that such Agent shall pay to such landlord rent first accruing after the date on which such Agent commences occupancy of the leased premises, calculated on a per diem basis at the non-default rate of rent, solely for the period during which Agent actually occupies such leased premises.

7. Carveout.

(a) Carveout Terms. For purposes of this Order, "Carveout" shall mean: (i) all fees required to be paid to the Clerk of the Court and to the U.S. Trustee 28 U.S.C. § 1930(a) plus interest at the statutory rate (without regard to the Carveout Trigger Notice) (collectively, the "Statutory Fees"); plus the sum of (ii) all reasonable fees and expenses up to $25,000 incurred by a trustee under Bankruptcy Code § 726(b) (without regard to the Carveout Trigger Notice) (the "Chapter 7 Trustee Carveout"); (iii) to the extent allowed at any time, whether by final order, interim order, procedural order, or otherwise, subject to the Budget (as set forth below), all unpaid fees, costs, disbursements and expenses (the "Allowed Professional Fees") incurred or earned by the Carveout Professionals at any time before or on the Carveout Trigger Date, whether allowed by the Court prior to, on, or after delivery of a Carveout Trigger Notice (the "Pre-Trigger Carveout Cap"); and (iv) Allowed Professional Fees of the Carveout Professionals incurred after the Carveout Trigger Date in an aggregate amount not to exceed the Post-Carveout Trigger Notice Amount, to the extent allowed at any time, whether by final order, interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the "Post-Carveout Trigger Notice Cap" and such amounts set forth in clauses (i) through (iv), the "Carveout Cap"); *provided that*, (A) nothing herein shall be construed to impair any party's ability to object to Court approval of the fees, expenses, reimbursement of expenses or compensation of any Carveout Professional, (B) the Carveout with respect to each Carveout Professional shall not exceed the aggregate amount provided in the applicable line item in the Budget for such Carveout Professional for the period commencing on the Petition Date and ending on the Carveout Trigger Date, (C) the Carveout with respect to each Carveout Professional shall be reduced dollar-for-dollar by any payments of fees and expenses to the Carveout Professional, (D) the Carveout with respect to each Carveout Professional shall be paid out of any prepetition retainer or property of the estate (other than property subject to an unavoidable security interest or lien in favor of any Agent or any other Secured Party) before such payments are made from proceeds of the Postpetition Debt or the Aggregate Collateral and (E) no Carveout Professional shall be entitled to any portion of the Carveout allocated for any other Carveout Professional in the Budget (provided, however, (x) any Carveout Professional that is counsel for the Applicable Debtors may use any portion of the Carveout allocated for any other Carveout Professional that is counsel for the Applicable Debtors and (y) any Carveout Professional that is counsel for the Committee may use any portion of the

Carveout allocated for any other Carveout Professional that is counsel for the Committee). The Carveout allocated for Carveout Professionals of the Committee shall be $2.25 million. Neither the Agent nor the Lenders shall be responsible for the payment or reimbursement of any fees or disbursements of any Carveout Professional incurred in connection with the Cases, other than payment or reimbursement of any fees or disbursements from proceeds of Aggregate Collateral to the extent of the Carveout as set forth in this Paragraph 7. Nothing in the Interim Order, this Order or otherwise shall be construed to obligate any Agent or any Lender, in any way, to pay compensation to, or to reimburse expenses of, any Carveout Professional or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(b) Carveout Usage. No portion of the Carveout and no Postpetition Debt or Aggregate Collateral may be used to pay any fees or expenses incurred by any Person, including any Debtor, any Committee, or any Carveout Professional, in connection with claims or causes of action adverse (or which claim an interest adverse) to any Agent, any Lender, any other Secured Party, or any of their respective rights or interests in the Aggregate Collateral, the DIP Documents, or the Prepetition ABL Documents, including, without limitation, (1) preventing, hindering, or delaying any Agent's or any other Secured Party's enforcement or realization upon any of the Aggregate Collateral or the exercise of their rights and remedies under the Interim Order, this Order, any DIP Document, any Prepetition ABL Document, or applicable law, in each case, once an Event of Default has occurred, (2) using or seeking to use any Cash Collateral or incurring indebtedness in violation of the terms hereof, or (3) objecting to, or contesting in any manner, or in raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of any Aggregate Debt, any Prepetition ABL Document, any DIP Document, or any mortgages, deeds of trust, liens, or security interests with respect thereto or any other rights or interests of any Agent or any other Secured Party, or in asserting any claims or causes of action, including, without limitation, any actions under chapter 5 of the Bankruptcy Code, against any Agent or any other Secured Party; provided, however, that nothing in this paragraph limits the payment of any fees or expenses of the Committee related to the Committee's objection to the Motion or to the [Debtors' Sale Motion]; provided, further, however, that the foregoing shall not apply to costs and expenses, in an aggregate amount not to exceed $75,000, incurred by all of the Committee's Carveout Professionals in connection with the investigation of a potential Challenge in accordance with Paragraph 9 of this Order; provided, further, however, that the Carveout may be used to pay fees

and expenses incurred by the Carveout Professionals in connection with (x) the negotiation, preparation, and entry of the Interim Order, this Order or any amendment hereto consented to by DIP Agent and (y) enforcement of rights granted hereunder in favor of the Committee with respect to financial reporting and rights to information. The Carveout Professionals waive any right to seek rights, benefits, or causes of action under Bankruptcy Code § 506(c), the enhancement of collateral provisions of Bankruptcy Code § 552, and under any other legal or equitable doctrine (including, without limitation, unjust enrichment or the "equities of the case" exception under Bankruptcy Code § 552(b)) as they may relate to, or be asserted against, any Agent, any Lender, or any of the Aggregate Collateral in respect of Allowed Professional Fees; provided, further, however, that nothing in this paragraph limits the rights of Carveout Professionals for the Committee to seek payment of their fees and expenses in accordance with paragraph 7(b).

(c) Carveout Procedure. On the last business day of each week prior to the Carveout Trigger Date, the Debtors shall fund the Carveout Account using proceeds of Postpetition Debt (subject to the terms and conditions of the DIP Credit Agreement) in an amount equal to the professional fees for Carveout Professionals as set forth in the Budget for the week then ended (with the Carveout amount for each Carveout Professional determined in accordance with the provisos set forth subclauses (B) through (E) in Paragraph 7(a) above). Except as set forth in the preceding sentence, DIP Lenders shall have no obligation to fund the Carveout Account or any fees or expenses of Carveout Professionals accrued on, prior to, or after the Carveout Trigger Date and the Carveout Account shall be funded solely with the proceeds of Postpetition Debt as described in this Paragraph 7(a). All funds in the Carveout Account shall be used to pay the Carveout (whether such fees are allowed on an interim or final basis) for Allowed Professional Fees for the Carveout Professionals in an amount not to exceed the Carveout Cap, and, subject to the Carveout Cap, all Carveout Professionals shall have all professional fees paid from the Carveout Account prior to seeking payment from any other Aggregate Collateral. If, after payment in full of the Carveout (up to the Carveout Cap) for Allowed Professional Fees of Carveout Professionals, all remaining funds in the Carveout Account shall be returned to the Agents on behalf of the Lenders. The Applicable Debtors shall periodically, upon the request of the DIP Agent, provide to the DIP Agent a written report (the "Carveout Report"), in which the Applicable Debtors disclose their then current estimate of (1) the aggregate amount of unpaid professional fees, costs and expenses accrued or incurred by the Carveout Professionals, through the date of the

Carveout Report, and (2) projected fees, costs and expenses of the Carveout Professionals for the 30 day period following the date of such Carveout Report. Nothing herein shall be construed as consent by Agents and Lenders to the allowance of any fees or expenses of the Carveout Professionals or shall affect the right of Agents or any Lender to object to the allowance and payment of such fees, costs or expenses, or the right of Agents or any Lender to the return of any portion of the Carveout that is funded with respect to fees and expenses for a Carveout Professional that are approved on an interim basis that are later denied on a final basis.

8. No Surcharge. Applicable Debtors represent that the Budget contains all expenses that are reasonable and necessary for the operation of Applicable Debtors' businesses and the preservation of the Aggregate Collateral through the period for which the Budget runs, and therefore includes any and all items potentially chargeable to Agents and Lenders under Bankruptcy Code § 506(c). Therefore, in the exercise of their business judgment, Applicable Debtors (or any Trustee) agree that there will be no surcharge of the Aggregate Collateral for any purpose unless agreed to in writing by Agents and Lenders, and effective upon closing of the transactions contemplated by the Agreed Sale Order, each Applicable Debtor (or any Trustee), on behalf of its estate, will be deemed to have waived any and all rights, benefits, or causes of action under Bankruptcy Code § 506(c), the enhancement of collateral provisions of Bankruptcy Code § 552, and under any other legal or equitable doctrine (including, without limitation, unjust enrichment or the "equities of the case" exception under Bankruptcy Code § 552(b)) as they may relate to, or be asserted against, any Agent, any Lender, or any of the Aggregate Collateral. In reliance on the foregoing, Agents and Lenders have agreed to the entry of this Order.

9. Reservation of Rights; Bar of Challenges and Claims.

(a) Notwithstanding any other provisions of the Interim Order and this Order, any interested party with requisite standing (other than the Debtors or their professionals) in these Cases (including, without limitation, any Committee) shall have until the date that is seventy-five (75) days after entry of the Interim Order (such period, the "Challenge Period", to commence an adversary proceeding against the Prepetition Secured Parties (as applicable) for the purpose (collectively, a "Challenge Action") of: (i) challenging any of the stipulations contained in Paragraph D, (ii) challenging the validity, extent, priority, perfection, enforceability and non-avoidability of the Prepetition Liens against the Applicable Debtors, (iii) contesting the amount of

the Prepetition Secured Parties' asserted claims, (iv) seeking to avoid or challenge (whether pursuant to Chapter 5 of the Bankruptcy Code or otherwise) any transfer made by or on behalf of the Applicable Debtors to or for the benefit of any of the Prepetition Secured Parties, or any of their predecessors in interest under the Prepetition ABL Documents prior to the Petition Date, (v) seeking damages or equitable relief against any of the Prepetition Secured Parties (as applicable) arising from or related to prepetition business and lending relationships of the Prepetition Secured Parties or any of their predecessors in interest under the Prepetition ABL Documents with the Applicable Debtors, including, without limitation, equitable subordination, recharacterization, lender liability and deepening insolvency claims and causes of action or (vi) challenging the application to Prepetition Debt described in Paragraph 2(c); provided, however, that if any Chapter 7 trustee subsequently appointed in these Cases is appointed prior to the expiration of the Challenge Period, such trustee shall have until the later of (x) the expiration of the Challenge Period or (y) 20 days after such trustee is appointed, in order to commence a Challenge Action. If the Committee files a motion seeking standing to commence a Challenge Action prior to the expiry of the Challenge Period, the Challenge Period shall be extended (solely as to the Committee and solely as to the Challenge Actions specifically identified in the complaint attached to such standing motion) until the earlier of (i) the date such standing motion is withdrawn, or (ii) entry of a final non-appealable order of the Court denying such standing motion. Further, the Challenge Period will expire upon the earlier of (x) closing of the transactions contemplated by the Agreed Sale Order or (y) 30 days after the earlier of (A) the motion to enter the Agreed Sale Order is denied or (B) termination of the applicable, existing stalking horse purchase agreements that otherwise could have included the Supplemental Assumed Claims.

(b) All parties in interest, including without limitation the Committee (if any), that fail to act in accordance with the time periods set forth in the preceding paragraph shall be, and hereby are, barred forever from commencing a Challenge Action and shall be bound by the waivers, stipulations, and terms set forth in this Interim Order (including Paragraphs D, 9(e) and 11 of this Interim Order). Any Challenge Action filed shall prohibit application of this paragraph only to the extent of the specific matters set forth in such Challenge Action on the date of filing unless otherwise ordered. For the avoidance of doubt, if any Challenge Action is timely filed and a final, non-appealable order is entered in favor of the plaintiff sustaining any such

Challenge Action, the stipulations described in Paragraph D of this Interim Order shall nonetheless remain binding and preclusive on any Committee and any other person or entity, except to the extent that such stipulations and admissions were raised (subject to Bankruptcy Rule 7015) in an adversary proceeding or contested matter prior to the expiration of the Challenge Period and sustained by the final, non-appealable order. Nothing in this Interim Order vests or confers on any Person (as defined in the Bankruptcy Code), including any Committee (if appointed) or any non-statutory committees appointed or formed in these Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, and all rights to object to such standing are expressly reserved.

(c) The respective legal and equitable claims, counterclaims, defenses and/or rights of offset and setoff of the Prepetition Secured Parties in response to any such Challenge Action are reserved, and the ability of a party to commence a Challenge Action shall in no event revive, renew or reinstate any applicable statute of limitations which may have expired prior to the date of commencement of such Challenge Action. Despite the commencement of a Challenge Action, the prepetition claims and Liens of the Prepetition Secured Parties shall be deemed valid, binding, properly perfected, enforceable, non-avoidable, not subject to disallowance under Bankruptcy Code § 502(d) and not subject to subordination under Bankruptcy Code § 510 until such time as, and only to the extent that, a final and non-appealable judgment and order is entered sustaining such Challenge Action in favor of the plaintiffs therein. Notwithstanding anything to the contrary contained in this Interim Order, the Court expressly reserves the right to order other appropriate relief against the Prepetition Secured Parties in the event there is a timely and successful Challenge Action by any party in interest to the validity, enforceability, extent, perfection or priority of the Prepetition Liens or the amount, validity, or enforceability of the Prepetition Debt. For the avoidance of doubt, notwithstanding anything to the contrary in this Interim Order or the DIP Documents, the Replacement Liens and Bankruptcy Code § 507(b) claims described in Paragraph 4(d) shall be valid, enforceable, properly perfected, and unavoidable until such time as, and only to the extent that, a final and non-appealable judgment and order is entered sustaining a Challenge Action in favor of the plaintiffs therein.

(d) If a Challenge Action has not been filed during the Challenge Period or a timely-asserted Challenge Action is not successful, then without further order of the Court, the claims, liens and security interests of the Prepetition ABL Administrative Agent, the

Prepetition ABL Lenders and the other Prepetition Secured Parties shall and shall be deemed to be allowed for all purposes in these Cases and shall not be subject to challenge by any party in interest, including, without limitation, as to extent, validity, amount, perfection, enforceability, priority or otherwise.

(e) In consideration of and as a condition to, among other things, the Postpetition Secured Parties making the advances under the DIP Documents and providing credit and other financial accommodations to the Applicable Debtors, and the Prepetition Secured Parties consenting to, among other things, the use of Cash Collateral, and subordination by the Postpetition Secured Parties and Prepetition Secured Parties of their Liens to the Carveout pursuant to the terms of this Interim Order and the DIP Documents, each of the Applicable Debtors, on behalf of themselves, their estates, and their affiliated obligors under the Prepetition ABL Documents (each a "Releasor" and collectively, the "Releasors"), subject to the other terms of this Paragraph 9, absolutely releases, forever discharges and acquits each of the Prepetition Secured Parties and their respective present and former affiliates, shareholders, subsidiaries, divisions, predecessors, members, managers, directors, officers, attorneys, employees, agents, advisors, principals, consultants, and other representatives (the "Prepetition Releasees") of and from any and all claims, demands causes of action, damages, choses in action, and all other claims, counterclaims, defenses, setoff rights, and other liabilities whatsoever (the "Prepetition Released Claims") of every kind, name, nature, and description, whether known or unknown, both at law and equity (including, without limitation, any "lender liability" claims) that any Releasor may now or hereafter own, hold, have or claim against each and every of the Prepetition Releasees arising at any time prior to the entry of this Interim Order (including, without limitation, claims relating to the Debtors, the Prepetition ABL Documents, and other documents executed in connection therewith, and the obligations thereunder); provided, however, that such release shall not be effective with respect to the Debtors until entry of this Order, and with respect to the Debtors' bankruptcy estates, until the expiration of the Challenge Period. In addition, upon the Payment in Full of all Postpetition Debt owed to the Postpetition Secured Parties arising under this Order and the DIP Documents, the Postpetition Releasees (defined below) shall automatically be released from any and all obligations, actions, duties, responsibilities, and causes of action arising or occurring in connection with or related to the DIP Documents.

(f) Notwithstanding any other provisions of this Order or any other order, nothing herein or any prior cash collateral/financing orders (or any financing documents) shall prime any valid and enforceable setoff and/or recoupment rights of The North River Insurance Company and Crum & Forster Specialty Insurance Company under applicable law, subject to the rights of all parties, including the Agents, to object to any asserted setoff or recoupment.

10. Sale Milestones. To effectuate the sale process for all, or substantially all, of the assets of Applicable Debtors, Applicable Debtors have agreed to, and were authorized by the Interim Order and hereby are authorized to, timely satisfy each of the Milestones set forth and defined in Section 5.20 (and corresponding Schedule 5.20) of the DIP Credit Agreement. Applicable Debtors, Agent, and requisite Lenders may agree to amend or otherwise modify such sale milestones from time to time, in writing, without the need of any further notice, hearing, or order of this Court (other than a notice of such amendment or modification to be filed with this Court).

11. Right to Credit Bid. In connection with the sale or other disposition of all or any portion of the Aggregate Collateral, whether under Bankruptcy Code § 363, Bankruptcy Code § 1129 or otherwise, pursuant to and, for the avoidance of doubt, subject to, Bankruptcy Code § 363(k), (a) DIP Agent shall have the right to use the Postpetition Debt or any part thereof to credit bid with respect to any bulk or piecemeal sale of all or any portion of the Aggregate Collateral, and (b) subject to Paragraph 9 of this Order, Prepetition ABL Administrative Agent shall have the right to use the Prepetition Debt or any part thereof to credit bid with respect to any bulk or piecemeal sale of all or any portion of the Aggregate Collateral. With respect to any such sale or other disposition of all or any portion of the Aggregate Collateral, and any auction and sale process relating thereto, subject to Bankruptcy Code § 363(k), each Agent (and its respective designees) is, and will be deemed to be, a qualified bidder for all purposes under any sale and bidding procedures, and any order approving any bidding and sale procedures, and may attend and participate at any auction and any sale hearing, in each case, without regard to any of the requirements or conditions set forth therein and without any other or further action by such Agent or designee.

12. [Reserved].

13. Application of Sale Proceeds. All proceeds from sales or other dispositions of all or any portion of the Aggregate Collateral shall be remitted to Agents for application in accordance with Paragraph 2(c) of this Order.

14. Waiver of Right to Return/Consent to Setoff. Without the prior written consent of Agents, Applicable Debtors will not agree or consent to any of the following: (a) return of any Aggregate Collateral pursuant to Bankruptcy Code § 546(h); (b) any order permitting or allowing any claims pursuant to Bankruptcy Code § 503(b)(9); or (c) any setoff pursuant to Bankruptcy Code § 553.

15. Indemnification. Applicable Debtors shall indemnify and hold harmless Agents, Lenders and each other Prepetition Secured Party and Postpetition Secured Party and such other third parties as set forth in and in accordance with the DIP Credit Agreement and the Prepetition ABL Agreement.

16. No Marshaling. Subject to entry of this Order, no Agent, Lender or any of the Aggregate Collateral shall be subject to the doctrine of marshaling.

17. Postpetition Charges. All Postpetition Charges must be promptly paid by Debtors in accordance with the Interim Order, this Order and the DIP Documents, without need for filing any application with the Court for approval or payment thereof, within fourteen (14) business days of DIP Agent's written notice to Debtors, any Committee, and the U.S. Trustee. Prior to any conversion of the Chapter 11 Cases to chapter 7, any DIP Agent professional fees and expenses shall be paid by the Debtors within fourteen (14) days after delivery of a summary invoice (redacted for privilege) to the Debtors and without the need for application to or order of this Court. A copy of such summary invoice shall be provided by the DIP Agent to the U.S. Trustee and counsel to the Committee contemporaneously with the Debtors' receipt of such summary invoice. Notwithstanding the foregoing, if (x) the Debtors, U.S. Trustee, or the Committee object to the reasonableness of a summary invoice submitted by the DIP Agent and (y) the parties cannot resolve such objection, in each case within the fourteen (14)-day period following receipt of such summary invoice, the Debtors, the U.S. Trustee or the Committee, as the case may be, shall file with this Court and serve on the DIP Agent a fee objection (a "DIP Agent Fee Objection"), which objection shall be limited to the issue of the reasonableness of such DIP Agent professional fees. The Debtors shall promptly pay any submitted invoice after the expiration of the fourteen (14)-

day period if no DIP Agent Fee Objection is filed with this Court and served on the DIP Agent in such fourteen (14)-day period. If a DIP Agent Fee Objection is timely filed and served, the Debtors shall promptly pay the undisputed amount of the summary invoices, and this Court shall have jurisdiction to determine the disputed portion of such invoice if the parties are unable to resolve the DIP Agent Fee Objection.

18. Force and Effect of Prepetition ABL Documents. Except as modified herein and subject to the other provisions of the Interim Order and this Order and the Bankruptcy Code, the Prepetition ABL Documents shall remain in full force and effect with respect to the Prepetition Debt. To the extent there exists any conflict among the terms of the Motion, the Prepetition ABL Documents and this Order, this Order shall govern and control.

19. Conditions Precedent. Except as provided for in the Carveout, neither DIP Agent nor any DIP Lender shall have any obligation to make any loans pursuant to the DIP Documents unless all of the conditions precedent to the making of such extensions of credit under the applicable DIP Documents have been satisfied in full or waived in accordance with such DIP Documents.

20. Modification of Stay. The automatic stay of Bankruptcy Code § 362 is hereby modified with respect to Agents and Lenders to the extent necessary to effectuate the provisions of the Interim Order and this Order, including, after the Termination Date, to permit Agents and Lenders to exercise their respective rights contemplated by Paragraph 6 above.

21. Real Property; Certain Leased Property. For the avoidance of doubt, Prepetition ABL Administrative Agent and DIP Agent have been granted a lien on the Real Property (including all proceeds, products, substitutions or replacements of such Real Property, and such proceeds, products, substitutions or replacements shall be subject to the Replacement Liens and Postpetition Liens, respectively) of the Applicable Debtors to the maximum extent permitted under applicable non-bankruptcy law. If, notwithstanding entry of this Order, a lien or security interest in any Real Property would be prohibited or would otherwise not be effective under applicable non-bankruptcy law, (x) the Prepetition Collateral and Postpetition Collateral shall not include such Real Property; provided that all proceeds, products, substitutions or replacements of such Real Property shall be included in the Prepetition Collateral and Postpetition Collateral and subject to the Replacement Liens and Postpetition Liens, respectively and (y) the

Applicable Debtors shall not permit any Person (other than Prepetition ABL Administrative Agent and DIP Agent) to obtain directly or indirectly any lien or security interest over such Real Property. Subject to applicable non-bankruptcy law, if, notwithstanding entry of this Order, a lien or security interest in certain property, including in any leasehold interests with respect to such property, leased (the "Specified Leased Property") by one or more of the Applicable Debtors from Peapack Capital Corporation (as successor to Wintrust Commercial Finance) would be prohibited or would otherwise not be effective under applicable non-bankruptcy law, (x) the Prepetition Collateral and Postpetition Collateral shall not include such Specified Leased Property; provided that all proceeds, products, substitutions or replacements of such Specified Leased Property shall be included in the Prepetition Collateral and Postpetition Collateral and subject to the Replacement Liens and Postpetition Liens, respectively and (y) the Applicable Debtors shall not permit any Person (other than Prepetition ABL Administrative Agent and DIP Agent) to obtain directly or indirectly any lien or security interest over such Specified Leased Property.

22. Tax Liens. Notwithstanding any other provisions in this Order or any final orders pertaining to post-petition financing or the use of cash collateral in these Chapter 11 Cases, any statutory liens on account of ad valorem taxes held by the Texas Taxing Authorities[2] (the "Tax Liens") shall neither be primed by nor made subordinate to any liens granted to any party hereby to the extent the Tax Liens are, as of the Petition Date, valid, senior, perfected, and unavoidable, and all parties' rights to object to the priority, validity, amount, and extent of the claims and liens asserted by the Texas Taxing Authorities are fully preserved.

23. No Waiver. None of the Agents, the Lenders, or the other Secured Parties will be deemed to have suspended or waived any of their rights or remedies under the Interim Order, this Order, the Prepetition ABL Documents, the DIP Documents, the Bankruptcy Code, or applicable non-bankruptcy law unless such suspension or waiver is hereafter made in writing, signed by a duly authorized officer of Agents, Lenders, or such other Secured Parties, as

[2] For purposes of this Order, the term "Texas Taxing Authorities" shall refer to: Bexar County, City of Eagle Pass, Eagle Pass Independent School District, Galveston County, Harris County, Maverick County, Maverick County Hospital District and Rolling Creek Utility District.

applicable, and directed to Applicable Debtors. No failure of any Agent or any other Secured Party to require strict performance by any Applicable Debtor (or by any Trustee) of any provision of the Interim Order or this Order will waive, affect, or diminish any right of Agents or any other Secured Party thereafter to demand strict compliance and performance therewith, and no delay on the part of Agents or any other Secured Party in the exercise of any right or remedy under the Interim Order, this Order, the Prepetition ABL Documents, the DIP Documents, the Bankruptcy Code, or applicable non-bankruptcy law will preclude the exercise of any right or remedy. Further, neither the Interim Order nor this Order constitutes a waiver by Prepetition ABL Administrative Agent or the other Prepetition Secured Parties of any of their rights under the Prepetition ABL Documents, the Bankruptcy Code, or applicable non-bankruptcy law, including, without limitation, their right to later assert: (a) that any of their interests in the Aggregate Collateral lack adequate protection within the meaning of Bankruptcy Code §§ 362(d) or 363(e) or any other provision thereof or (b) a claim under Bankruptcy Code § 507(b).

24. "Limits on Lender Liability." By taking any actions pursuant to the Interim Order, this Order, making any loan under the DIP Credit Agreement, authorizing the use of Cash Collateral, or exercising any rights or remedies available to it under the DIP Documents or this Order, DIP Agent and DIP Lenders shall not: (a) be deemed to be in control of the operations or liquidation of Debtors (e.g. a "controlling person" or "owner or operator"); (b) be deemed to be acting as a "responsible person", with respect to the operation, management or liquidation of Debtors; (c) otherwise cause liability to arise to the federal or state government or the status of responsible person or managing agent to exist under applicable law (as such terms, or any similar terms, are used in the Internal Revenue Code, WARN Act, the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., as amended, or any similar federal or state statute); or (d) owe any fiduciary duty to any of the Debtors. Furthermore, nothing in the Interim Order or this Order shall in any way be construed or interpreted to impose or allow the imposition upon any of DIP Agent or DIP Lenders or, subject to the entry of this Order, Prepetition ABL Administrative Agent or Prepetition ABL Lenders, of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors and their respective affiliates (as defined in section 101(2) of the Bankruptcy Code). The foregoing provision of this Paragraph 24 was effective upon entry of the Interim Order.

25. Release. Without limiting the terms of Paragraph 9(e), upon the date that the Postpetition Debt is Paid in Full and prior to the release of the Postpetition Liens, each Debtor, on behalf of its estate and itself, must execute and deliver to DIP Agent, DIP Lenders, the other Postpetition Secured Parties, and each of their respective successors and assigns, and each of their respective present and former affiliates, shareholders, subsidiaries, divisions, predecessors, members, managers, directors, officers, attorneys, employees, agents, advisors, principals, consultants, and other representatives (collectively, the "Postpetition Releasees"), a general release of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness, and obligations, of every kind, nature, and description, that Debtors (or any of them) had, have, or hereafter can or may have against the Postpetition Releasees (or any of them), whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, in equity, or otherwise, in respect of events that occurred on or prior to the date on which the Postpetition Debt is Paid in Full.

26. Amendments. Applicable Debtors, DIP Agent and the DIP Lenders required under the DIP Credit Agreement may enter into amendments or modifications of the DIP Documents or the Budget without further notice and hearing or order of this Court; provided, that (a) such modifications or amendments do not materially and adversely affect the rights of any creditor or other party-in-interest and (b) notice of any such amendment or modification is filed with this Court and provided to any Committee and the U.S. Trustee.

27. Proof of Claim. Neither the Prepetition ABL Administrative Agent nor any of the Prepetition Secured Parties shall be required to file a proof of claim with respect to any of the Prepetition Debt and the stipulations and findings set forth in this Order and the Interim Order shall constitute an informal proof of claim in respect thereof. Notwithstanding the foregoing or any subsequent order of Court concerning proof of claim filing requirements, Prepetition ABL Administrative Agent is authorized (but not obligated) to file a single master proof of claim in Case No. 24-11258 (MFW) on behalf of itself and the Prepetition ABL Lenders on account of their claims arising under the Prepetition ABL Documents and hereunder and such master proof of claim shall be deemed filed as a claim against each of the Debtors.

28. Binding Effect. Except as provided in Paragraph 9 herein, the Interim Order and this Order shall be binding on all parties in interest in the Cases and their respective successors

and assigns, including any Trustee, except that any Trustee shall have the right to terminate this Order after notice and a hearing. If, in accordance with Bankruptcy Code § 364(e), this Order does not become a final nonappealable order, if a Trustee terminates this Order, or if any of the provisions of the Order are hereafter modified, amended, vacated or stayed by subsequent order of this Court or any other court, such termination or subsequent order shall not affect the validity or enforceability of any Postpetition Debt, Postpetition Liens, the Replacement Liens or the Bankruptcy Code § 507(b) Claims described in Paragraph 4(d) or any other claim, lien, security interest or priority authorized or created hereby or pursuant to the DIP Documents or adequate protection obligations described in Paragraph 4 incurred prior to the actual receipt by the DIP Agent or the Prepetition ABL Administrative Agent, as applicable, of written notice of the effective date of such termination or subsequent order. Notwithstanding any such termination or subsequent order, any use of Cash Collateral or the incurrence of Postpetition Debt, or adequate protection obligations described in Paragraph 4 owing to the Prepetition Secured Parties by the Applicable Debtors prior to the actual receipt by the DIP Agent or Prepetition ABL Administrative Agent, as applicable, of written notice of the effective date of such termination or subsequent order, shall be governed in all respects by the provisions of the Interim Order and this Order (as applicable), and the Prepetition Secured Parties shall be entitled to all of the rights, remedies, protections and benefits granted under Bankruptcy Code § 364(e), the Interim Order, this Order, and the DIP Documents with respect to all uses of Cash Collateral and the incurrence of Postpetition Debt and adequate protection obligations described in Paragraph 4 owing to the Prepetition Secured Parties.

29. Survival. The provisions of the Interim Order and this Order, and any actions taken pursuant to or in reliance upon the terms hereof, shall survive entry of, and govern in the event of any conflict with, any order which may be entered in the Cases: (a) confirming any chapter 11 plan, (b) converting any Case to a case under chapter 7 of the Bankruptcy Code, (c) dismissing any Case, (d) withdrawing of the reference of any Case from this Court, or (e) providing for abstention from handling or retaining of jurisdiction of any of the Cases in this Court. The terms and provisions of the Interim Order and this Order, including, without limitation, the rights granted DIP Agent and Postpetition Secured Parties under Bankruptcy Code §§ 364(c), shall continue in full force and effect until all of the Aggregate Debt is Paid in Full.

30. Order Effective. This Order shall be effective as of the date of the date of the signature by the Court.

Dated: July 19th, 2024
Wilmington, Delaware

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

DEFINED TERMS

1. ***Agreed Sale Order***. Collectively, one or more orders of this Court, consented to by DIP Agent and the Committee, authorizing the sale of any portion of the Aggregate Collateral pursuant to one or more purchase agreements that provide for funding of $3,500,000 upon the closing thereof by the purchaser(s) into an escrow or similar arrangement acceptable to the Committee, which funds shall be administered by a claims ombudsman to be identified by the Committee for payment on a pro rata basis to holders of Supplemental Assumed Claims, as set forth in the Agreed Sale Order.

2. ***Aggregate Collateral***. Collectively, the Prepetition Collateral and the Postpetition Collateral.

3. ***Aggregate Debt***. Collectively, the Prepetition Debt and the Postpetition Debt.

4. ***Allowable 506(b) Amounts***. To the extent allowable under Bankruptcy Code § 506(b), interest at the default rate of interest as set forth in Section 2.6(c) of the Prepetition ABL Agreement, all fees, costs, expenses, and other charges due or coming due under the Prepetition ABL Documents or in connection with the Prepetition Debt (regardless of whether such fees, costs, interest and other charges are included in the Budget), and all costs and expenses at any time incurred by Prepetition ABL Administrative Agent and Prepetition ABL Lenders in connection with: (a) the negotiation, preparation and submission of the Interim Order, this Order and any other order or document related hereto, and (b) the representation of Prepetition ABL Administrative Agents and Prepetition ABL Lenders in the Cases, including in defending any Challenge.

5. ***Applicable Debtors.*** Parent and any of its direct or indirect Debtor subsidiaries.

6. ***Bankruptcy Code***. The United States Bankruptcy Code (11 U.S.C. § 101 *et seq*.), as amended, and any successor statute. Unless otherwise indicated, all statutory section references in this Order are to the Bankruptcy Code.

7. ***Blocked Account.*** The Dominion Account (as defined in the DIP Credit Agreement).

8. ***Budget.*** The budget attached to this Order as Exhibit B, as amended, modified or supplemented from time to time, as may be agreed to by DIP Agent and the requisite DIP Lenders required under the DIP Credit Agreement.

9. ***Carveout Account***. The escrow accounts described below established solely to maintain proceeds of Postpetition Debt to pay the Carveout Amounts described in clause (1) of Paragraph 7(a). Solely with respect to the Debtor Carveout Professionals, the Carveout Account shall be the Young Conaway Stargatt & Taylor, LLP client trust account. Solely with respect to the Committee Carveout Professionals, the Carveout Account shall be the client trust account designated by lead counsel for the Committee.

10. ***Carveout Professionals***. Collectively, (a) Alston & Bird LLP, as counsel for Applicable Debtors, (b) Young Conaway Stargatt & Taylor LLP, as local counsel for Applicable Debtors, (c) Spencer M. Ware of CR3 Partners LLC, as chief restructuring officer of Debtors, and such other personnel of CR3 Partners LLC that will assist Mr. Ware during these Cases, (d) Houlihan Lokey Capital, Inc., as investment banker for Applicable Debtors, (e) Kroll Restructuring Administration LLC, as claims and noticing agent in these Cases, (f) such professionals that are authorized by the Court to be retained by any Committee, and (g) the U.S. Trustee.

11. ***Carveout Trigger Date***. The date that is the earliest of (x) the date on which DIP Agent delivers (by email or other electronic means) the Carveout Trigger Notice to the Carveout Trigger Notice Parties, (y) the date on which the Prepetition Debt and Postpetition Debt have been Paid in Full, and (z) the Maturity Date (as defined in the DIP Credit Agreement).

12. ***Carveout Trigger Notice***. A written notice delivered by email (or other electronic means) by DIP Agent to the Carveout Trigger Notice Parties stating that the Post-Carveout Trigger Cap has been invoked, which notice may be delivered following the occurrence and during the continuation of a Default or Event of Default under the DIP Credit Agreement.

13. ***Carveout Trigger Notice Parties***. Counsel to the Applicable Debtors, the U.S. Trustee and counsel to the Committee.

14. ***Cases***. The chapter 11 cases or any superseding chapter 7 cases of the Debtors.

15. ***Cash Collateral***. All "cash collateral," as that term is defined in Bankruptcy Code § 363(a), in which Agents (on behalf of Secured Parties) have an interest, all deposits subject to setoff rights in favor of Agents and Secured Parties, and all cash arising from the collection or other conversion to cash of the Aggregate Collateral, including from the sale of inventory and the collection of accounts receivable.

16. ***Committee***. Any official creditors' committee appointed to represent unsecured creditors in these Cases pursuant to Bankruptcy Code § 1102.

17. ***Declarations.*** The *Declaration of Spencer Ware in Support of the Debtors' Chapter 11 Petitions and Requests for First Day Relief* and the *Declaration of John Sallstrom in Support of the Debtors' Motion for Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Secured Financing; (II) Authorizing the Debtors' Use of Cash Collateral; (III) Granting Adequate Protection to Prepetition Secured Parties; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief*.

18. ***DIP Commitment***. $199,969,560.45.

19. ***DIP Credit Agreement***. That certain Debtor-in-Possession Credit Agreement substantially in the form attached to the Interim Order as Exhibit C, by and among Parent, Project Kenwood Acquisition, LLC and each other subsidiary of Parent party thereto as a "Borrower", DIP Agent and DIP Lenders party thereto, as amended, modified, supplemented, replaced or refinanced from time to time.

20. ***DIP Documents***. The DIP Credit Agreement, the "Loan Documents" (as that term is defined in the DIP Credit Agreement) and the "Bank Product Agreements" (as that term is defined in the DIP Credit Agreement), in each case, as amended, supplemented, or otherwise modified from time to time.

21. ***Event of Default***. At DIP Agent's election, (a) the occurrence and continuance of any Event of Default first arising after the Petition Date under the DIP Credit Agreement; (b) Applicable Debtors failure to comply with the covenants or perform any of their obligations in strict accordance with the terms of the Interim Order or this Order, (c) a motion shall be filed or an order shall be entered in any of the Cases or the Recognition Proceedings (as defined in the DIP Credit Agreement) to sell any of the Aggregate Collateral for any non-cash consideration without the prior written consent of Agents, (d) any of the Carveout Postpetition Debt or Aggregate Collateral is used to pay any fees or expenses incurred by any Person in connection with selling (or seeking to sell) any Aggregate Collateral without Agents' written consent, (e) a motion shall be filed or an order shall be entered in any of the Cases or the Recognition Proceedings (as defined in the DIP Credit Agreement) to sell, dispose or otherwise transfer any of the Real Property without the prior written consent of Agents'.

22. ***Final Hearing***. The final hearing on the Motion conducted in accordance with Fed. R. Bankr. P. 4001.

23. ***Guarantors***. Project Kenwood Intermediate Holdings III, LLC, a Delaware limited liability company ("Parent") and each other Person party to the DIP Documents as a "Guarantor".

24. ***Guaranty***. Guaranty and Security Agreement dated as of June 12, 2024, by and among Applicable Debtors and DIP Agent (on behalf of the Prepetition Secured Parties)).

25. ***Interim Order***. 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 Prepetition Secured Parties; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief [Docket No. 79].

26. ***Local Rules***. The Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware.

27. ***New Value.*** Postpetition Debt consisting of loans advanced or letters of credit issued under the DIP Credit Agreement from and after the date hereof, including all Obligations and any advances made to pay the Carveout (and fund the Carveout Account) and Postpetition Charges; provided, however, that any extension of the expiry date under any letter of credit initially issued under the Prepetition ABL Agreement will not be deemed to be "New Value" for purposes of this Order without further order of this court. For the avoidance of doubt, for purposes of this Order, New Value does not include any Postpetition Debt arising after the date hereof as a result of the "roll up" of Prepetition Debt otherwise authorized under this Order.

28. ***Obligations.*** The "Obligations", as that term is defined in the DIP Credit Agreement.

29. ***Paid in Full***. With respect to the Postpetition Debt or the Prepetition Debt: (a) the termination of the DIP Credit Agreement and the other DIP Documents or the Prepetition ABL Agreement and the other Prepetition ABL Documents, as applicable; (b) the indefeasible payment in full in cash of all Postpetition Debt or Prepetition Debt, as applicable, together with all accrued and unpaid interest and fees thereon; (c) all commitments under the DIP Credit Agreement or commitments under the Prepetition ABL Agreement, as applicable, shall have terminated or expired; (d) DIP Agent or Prepetition ABL Administrative Agent, as applicable, shall have received cash collateral in such amount as the applicable "Issuing Bank" (as defined in the DIP Credit Agreement) or the applicable "Issuing Bank" (as defined in the Prepetition ABL Agreement), as applicable, deems is reasonably necessary to secure all contingent reimbursement obligations relating to any "Letters of Credit" (as defined in the DIP Credit Agreement) or any "Letters of Credit" (as defined in the Prepetition ABL Agreement); (e) DIP Agent or Prepetition ABL Administrative Agent, as applicable, shall have received cash collateral in such amount as the applicable "Cash Management Bank" (as defined in the DIP Credit Agreement) or the applicable "Cash Management Bank" (as defined in the DIP Credit Agreement), as applicable, deems is reasonably necessary to secure all obligations relating to any "Cash Management Agreements" (as defined in the DIP Credit Agreement) or any "Cash Management Agreements" (as defined in the DIP Credit Agreement); (f) the indefeasible payment or repayment in full in cash of any and all other "Obligations" (as defined in the DIP Credit Agreement) or "Obligations" (as defined in the Prepetition ABL Agreement), as applicable, including, without limitation, the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of any other obligation) under any "Bank Product Agreement" provided by any "Bank Product Provider" (as such terms are defined in the DIP Credit Agreement) or any "Bank Product Agreement" provided by any "Bank Product Provider" (as such terms are defined in the Prepetition ABL Agreement); (g) all claims of the Applicable Debtors against DIP Agent, DIP Lenders and the other Postpetition Secured Parties, or of "Borrowers" and "Guarantors" (as each such term is defined in the Prepetition ABL Agreement) against Prepetition ABL Administrative Agent, Prepetition ABL Lenders and the other Prepetition Secured Parties, as applicable, arising on or before the payment date shall have been released on terms acceptable to DIP Agent or Prepetition ABL Administrative Agent, as applicable; and (h) DIP Agent or Prepetition ABL Administrative Agent, as applicable, shall have received cash collateral in such amount as DIP Agent or Prepetition ABL Administrative Agent, as applicable, deems is reasonably necessary to secure DIP Agent and the other Postpetition Secured Parties, or Prepetition ABL Administrative Agent and the other Prepetition Secured Parties, as applicable, in respect of any asserted or threatened (in writing) claims, losses, demands, actions, suits, proceedings, investigations, liabilities, fines, fees, costs, expenses (including attorneys' fees and expenses), penalties, or damages for which any of the DIP Agent and the other Postpetition Secured Parties, or Prepetition ABL Administrative Agent and the other Prepetition Secured Parties, as applicable, may be entitled to indemnification or reimbursement by any Applicable Debtor pursuant to the terms of the DIP Credit Agreement, the other DIP Documents, the Prepetition ABL Agreement, or the other Prepetition ABL Documents.

30. ***Permitted Priority Liens***. Collectively, (a) the Carveout, and (b) liens in favor of third parties upon the Prepetition Collateral, which third-party liens, as of the Petition Date: (1) had priority under applicable law over the Prepetition Liens, (2) were not subordinated by agreement or applicable law, and (3) were non-avoidable, valid, properly perfected and enforceable as of the Petition Date.

31. ***Permitted Variance***. The permitted variance set forth in Sections 7(a) and 7(b) of the DIP Credit Agreement, as the same may be amended or otherwise modified from time to time in accordance with the DIP Credit Agreement

32. ***Person***. Any individual, partnership, limited liability company, corporation, trust, joint venture, joint stock company, association, unincorporated organization, government or agency or political subdivision thereof, or any other entity whatsoever.

33. ***Petition Date***. June 11, 2024.

34. ***Post-Carveout Trigger Notice Amount.*** An amount equal to (x) if the Carveout Trigger Date occurs prior to August 8, 2024, $500,000 and (y) if the Carveout Trigger Date occurs on or after August 8, 2024, $250,000; provided, however, in the event that the actual Allowed Professional Fees incurred by the Carveout Professionals described in subclauses (a) and (b) of the definition thereof prior to the Carveout Trigger Date is less than the Pre-Trigger Carveout Cap for such Carveout Professionals, then the Post-Carveout Trigger Notice Amount may be increased by such shortfall up to an aggregate amount not to exceed $100,000.

35. ***Postpetition Charges***. Interest at the applicable rate of interest under the DIP Credit Agreement and all fees, costs, and expenses provided for in the DIP Credit Agreement, including those incurred by DIP Agent and DIP Lenders in connection with the Postpetition Debt (regardless of whether any such fees, costs, interest and other charges are included in the Budget).

36. ***Postpetition Collateral***. All of the Real Property and personal property of the Applicable Debtors of any description whatsoever, wherever located, and whenever arising or acquired, including, without limitation, any and all accounts, books, cash (including, without limitation, all Cash Collateral, cash deposits, and all cash proceeds held in escrow), cash equivalents, chattel paper, commercial tort claims, deposits, deposit accounts, documents, equipment, fixtures, goods, general intangibles (including, without limitation, the proceeds of all claims and causes of action under chapter 5 of the Bankruptcy Code, including, without limitation, Bankruptcy Code §§ 542, 544, 545, 547, 548, 549, 550, 551, and 553, and all proceeds thereof), instruments, intellectual property, intellectual property licenses, inventory, investment property, leasehold interests, negotiable collateral, supporting obligations and all other "Collateral" (as that term is defined in the DIP Credit Agreement), and all proceeds, rents, issues, profits, and products, whether tangible or intangible, of any and all of the foregoing, including, without limitation, any and all proceeds of insurance covering any of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts, and other computer materials and records related thereto.

37. ***Postpetition Debt***. All indebtedness or obligations of Applicable Debtors to DIP Agent and DIP Lenders incurred on or after the Petition Date pursuant to the Interim Order and/or this Order or otherwise, including all Obligations and any advances made by DIP Lenders to pay the Carveout.

38. ***Postpetition Liens***. Priority Liens in the Aggregate Collateral, subject only to Permitted Priority Liens.

39. ***Postpetition Secured Parties***. Collectively, the Lender Group and Bank Product Providers (as each term is defined in the DIP Credit Agreement).

40. ***Prepetition ABL Agreement***. That certain Credit Agreement dated as of April 16, 2019, by and among Applicable Debtors, Prepetition ABL Administrative Agent and Prepetition ABL Lenders party thereto, as amended, modified and supplemented from time to time.

41. ***Prepetition ABL Documents***. The Prepetition ABL Agreement, the "Loan Documents" (as that term is defined in the Prepetition ABL Agreement) and the "Bank Product Agreements" (as that term is defined in the Prepetition ABL Agreement), in each case, as amended, supplemented, or otherwise modified from time to time.

42. ***Prepetition Collateral***. Collectively, (a) all of the "Collateral" (as that term is defined in the that certain Guaranty and Security Agreement dated as of April 16, 2019, by and among Applicable Debtors and Prepetition ABL Administrative Agent (on behalf of the Prepetition ABL Lenders)) existing as of the Petition Date, (b) all Real Property (as defined in the Prepetition ABL Agreement) that is encumbered by a Mortgage (as defined in the Prepetition ABL Agreement) as of the Petition Date and (c) all proceeds, rents, issues, profits and products of each of the assets described in the foregoing clauses (a) and (b).

43. ***Prepetition Debt***. (a) All indebtedness or obligations under the Prepetition ABL Documents as of the Petition Date, including all "Obligations" (as defined in the Prepetition ABL Agreement), and all fees, costs, interest, and expenses as and when due and payable pursuant to the Prepetition ABL Documents, plus (b) all Allowable 506(b) Amounts.

44. ***Prepetition Liens***. Prepetition ABL Administrative Agent's (on behalf of Prepetition ABL Lenders) asserted security interests in the Prepetition Collateral under the Prepetition ABL Documents, subject only to Permitted Priority Liens.

45. ***Prepetition Secured Parties***. Collectively, the Lender Group and Bank Product Providers (as each term is defined in the Prepetition ABL Agreement).

46. ***Prepetition Third Party Documents***. Collectively, Applicable Debtors' deposit account control agreements, leases, licenses, landlord agreements, warehouse agreements, bailment agreements, insurance policies, contracts or other similar agreements in which Prepetition ABL Administrative Agent has an interest.

47. ***Priority Liens***. Liens which are first priority, properly perfected, valid and enforceable security interests, which are not subject to any claims, counterclaims, defenses, setoff, recoupment or deduction, and which are otherwise unavoidable and not subject to recharacterization or subordination pursuant to any provision of the Bankruptcy Code, any agreement, or applicable nonbankruptcy law.

48. ***Real Property***. Any estate or interests in real property now owned or hereafter acquired by an Applicable Debtor or one of its subsidiaries and improvements thereon.

49. ***Remedies Notice Period***. The period commencing on the Termination Date and ending five (5) business days after the occurrence of the Termination Date.

50. ***Replacement Liens***. Priority Liens in the Postpetition Collateral granted to Prepetition ABL Administrative Agent (for the benefit of itself and the other Prepetition Secured Parties) pursuant to the Interim Order and this Order, subject only to the Permitted Priority Liens

and (x) with respect to any Postpetition Collateral also constituting Prepetition Collateral, the Prepetition Liens and (y) with respect to any Postpetition Collateral not otherwise constituting Prepetition Collateral, the Postpetition Liens.

51. ***Rules***. The Federal Rules of Bankruptcy Procedure.

52. ***Sale Milestones.*** Those covenants described in Paragraph 10 of this Order.

53. ***Secured Parties***. Collectively, the Prepetition Secured Parties and the Postpetition Secured Parties.

54. ***Supplemental Assumed Claims***. Allowed or allowable general unsecured (i) trade claims of suppliers of goods or services as of the time immediately prior to the Petition Date; or (ii) personal injury or wrongful death claims against one or more Applicable Debtors; and excluding, for the avoidance of doubt, (a) unsecured claims consisting of Prepetition Debt or Postpetition Debt, (b) unsecured claims arising under that certain Credit Agreement dated as of December 11, 2020 (as amended), by and among Debtor Project Kenwood Acquisition, LLC and Wells Fargo Bank, National Association, as lender, and (c) other unsecured claims otherwise agreed to be paid or assumed pursuant to the stalking horse asset purchase agreements with the Applicable Debtors as in effect on the date hereof.

55. ***Termination Date***. At DIP Agent's election, the earliest to occur of: (a) the date on which DIP Agent provides, via facsimile, electronic mail or overnight mail, written notice to counsel for Debtors, counsel for any Committee and the U.S. Trustee of the occurrence and continuance of an Event of Default and the occurrence of the "Termination Date" for purposes of this Order; (b) the date of the Final Hearing, if this Order is modified at the Final Hearing in a manner unacceptable to Agents and Lenders; (c) the date that is 28 days following the closing date of the sale of substantially all of the assets of the Applicable Debtors; (d) the date on which the Postpetition Debt is Paid in Full; (e) the date that is 180 days after the Petition Date and (f) the effective date of a plan of reorganization.

56. ***Trustee***. Any trustee appointed or elected in the Cases.

57. ***U.S. Trustee***. The Office of the United States Trustee for the District of Delaware.

EXHIBIT B

BUDGET

Coach USA Inc., et al
Approved Budget (As of the Week of 07/12/24)
$000s

($'s in 000's) **Week Ended**	**7/5** Fcst	**7/12** Fcst	**7/19** Fcst	**7/26** Fcst.	**8/2** Fcst.	**8/9** Fcst.	**8/16** Fcst.	**8/23** Fcst.	**8/30** Fcst.	**9/6** Fcst.	**9/13** Fcst.	**9/20** Fcst.	**9/27** Fcst.	**13 Weeks 5-Jul 27-Sep**
Receipts	$ 6,571	$ 6,395	$ 6,604	$ 8,380	$ 12,536	$ 5,919	$ 6,963	$ 1,695	$ 1,695	$ 1,695	$ 1,695	$ 1,695	$ -	$ 61,843
Operating Disbursements														
Payroll	(2,289)	(3,832)	(3,029)	(3,832)	(3,029)	(3,835)	(2,363)	(1,337)	(2,194)	-	-	-	-	(25,740)
Healthcare	(484)	(370)	(352)	(436)	(627)	(451)	(352)	(196)	(238)	-	-	-	-	(3,505)
Fuel	(560)	(1,301)	(1,331)	(1,081)	(966)	(762)	(775)	(397)	-	-	-	-	-	(7,173)
Tires, Parts & Maintenance	(255)	(2,096)	(1,751)	(1,054)	(1,015)	(634)	(651)	(306)	(347)	(317)	-	-	-	(8,425)
Occupation Costs (Rent & Utilities)	(109)	(78)	(224)	(47)	(754)	(159)	(86)	(58)	(16)	(10)	-	-	-	(1,540)
Insurance	(200)	(1,800)	(450)	(450)	(3,550)	(250)	(250)	-	-	-	-	-	-	(6,950)
Bus Lease Payments	(20)	(25)	(22)	(318)	(354)	-	(46)	-	-	-	-	-	-	(785)
3rd Party Tickets	(117)	(792)	(466)	(387)	(395)	(263)	(71)	-	-	-	-	-	-	(2,491)
Employee Expenses	(51)	(118)	(192)	(34)	(56)	(76)	(152)	(30)	(42)	(45)	-	-	-	(794)
Technology	(60)	(787)	(612)	(245)	(618)	(147)	(121)	(19)	(60)	(188)	-	-	-	(2,857)
Miscellaneous	(240)	(1,397)	(977)	(1,054)	(1,461)	(225)	(551)	(224)	(291)	(486)	-	-	-	(6,904)
Other (Contingency)	-	(505)	(345)	(322)	(516)	(340)	(271)	(128)	(159)	(52)	-	-	-	(2,639)
Subtotal	(4,384)	(13,099)	(9,750)	(9,260)	(13,340)	(7,142)	(5,688)	(2,695)	(3,347)	(1,098)	-	-	-	(69,803)
Operating Cashflow	2,187	(6,704)	(3,146)	(881)	(804)	(1,223)	1,275	(1,000)	(1,652)	596	1,695	1,695	-	(7,960)
Non-Operating & Restructuring Disbursements														
ABL Interest / Fee Payments	-	-	-	-	(1,334)	-	-	-	-	(857)	-	-	-	(2,191)
Asset Divestiture	-	-	-	-	-	-	(218)	24,309	(49)	(49)	(49)	399	(1,295)	23,049
Restructuring Costs	-	-	(175)	-	-	-	-	(2,100)	-	(575)	-	-	-	(2,850)
Professional Fees	(1,416)	(682)	(1,293)	(709)	(513)	(552)	(796)	(3,367)	(303)	(148)	(45)	(45)	(99)	(9,967)
Subtotal	(1,416)	(682)	(1,468)	(709)	(1,847)	(552)	(1,014)	18,842	(352)	(1,628)	(94)	354	(1,393)	8,041
Net Cash Flow	**$ 771**	**$ (7,386)**	**$ (4,614)**	**$ (1,589)**	**$ (2,651)**	**$ (1,774)**	**$ 261**	**$ 17,843**	**$ (2,004)**	**$ (1,032)**	**$ 1,601**	**$ 2,049**	**$ (1,393)**	**$ 81**
Memo: Capitalized DIP Interest / Fees	(1,067)	(126)	(171)	(198)	(235)	(259)	(255)	(295)	(329)	(327)	(333)	-	-	(3,596)
ROLL OF BOOK CASH:														
Beginning Book Cash	$ 6,931	$ 3,500	$ 3,500	$ 3,500	$ 3,500	$ 3,500	$ 3,500	$ 3,500	$ 3,500	$ 3,500	$ 3,500	$ 5,595	$ 5,349	$ 6,931
Net Cash Flow	771	(7,386)	(4,614)	(1,589)	(2,651)	(1,774)	261	17,843	(2,004)	(1,032)	1,601	2,049	(1,393)	81
Actuals - Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Borrowing / (Repayments)	(4,202)	7,386	4,614	1,589	2,651	1,774	(261)	(17,843)	2,004	1,032	494	(2,295)	-	(3,057)
Ending Book Cash	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	5,595	5,349	3,956	3,956
Plus: O/S Checks	1,096	2,176	2,235	2,009	2,724	1,777	1,299	670	444	358	144	42	-	-
Ending Bank Cash	$ 4,596	$ 5,675	$ 5,735	$ 5,509	$ 6,224	$ 5,277	$ 4,799	$ 4,170	$ 3,944	$ 3,858	$ 5,739	$ 5,391	$ 3,956	$ 3,956
LOAN BALANCE														
Letters of Credit	(35,572)	(30,149)	(29,711)	(29,636)	(29,636)	(29,243)	(19,221)	(19,221)	(19,211)	(19,211)	(18,852)	(18,052)	(18,052)	(18,052)
ABL Loan Balance	(120,859)	(114,464)	(107,860)	(99,480)	(86,943)	(81,024)	(74,061)	(47,955)	(46,260)	(44,565)	(42,871)	(40,576)	(40,576)	(40,576)
DIP Loan Conversion	(24,673)	(31,068)	(37,672)	(46,052)	(58,588)	(64,507)	(71,470)	(97,576)	(99,271)	(100,966)	(102,661)	(104,956)	(104,956)	(104,956)
Funded L/C's	(54)	(5,477)	(5,915)	(5,990)	(5,990)	(6,382)	(16,404)	(16,404)	(16,414)	(16,414)	(16,773)	(17,573)	(17,573)	(17,573)
DIP Loan (New Money)	3,053	(4,459)	(9,244)	(11,031)	(13,917)	(15,950)	(15,944)	1,603	(730)	(2,089)	(2,916)	(621)	(621)	(621)
Total Funded Debt	(178,103)	(185,616)	(190,401)	(192,188)	(195,074)	(197,107)	(197,101)	(179,554)	(181,887)	(183,246)	(184,072)	(181,778)	(181,778)	(181,778)

TAB I

THIS IS EXHIBIT "**I**" REFERRED TO IN THE
AFFIDAVIT OF SPENCER WARE
SWORN
THE 25TH DAY OF JULY, 2024

A Commissioner for taking affidavits, etc.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
COACH USA, INC., *et al*.,[1]	Case No. 24-24-11258 (MFW)
Debtors.	(Jointly Administered)
	Ref. Docket Nos. 20 & 241

ORDER (A) APPROVING (I) THE DEBTORS' DESIGNATION OF THE NEWCO STALKING HORSE BIDDER FOR CERTAIN OF THE DEBTORS' ASSETS AS SET FORTH IN THE NEWCO STALKING HORSE AGREEMENT, (II) THE DEBTORS' ENTRY INTO THE NEWCO STALKING HORSE AGREEMENT, AND (III) THE BID PROTECTIONS AND (B) GRANTING RELATED RELIEF

Upon the *Debtors' Motion for Entry of (A) An Order (I) Approving Bidding Procedures in Connection with the Sale of Substantially All of the Debtors' Assets, (II) Designating Stalking Horse Bidders and Stalking Horse Bidder Protections, (III) Scheduling Auction for and a Hearing to Approve the Sale of Assets, (IV) Approving Notice of Respective Date, Time and Place for Auction and for a Hearing on Approval of the Sale, (V) Approving Procedures for the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (VI) Approving Form and Manner of Notice Thereof, and (VII) Granting Related Relief; and (B) Orders Authorizing and Approving (I) The Sale of the Debtors' Assets Free and Clear of Liens, Claims, Rights, Encumbrances, and Other Interests, (II) The Assumption and Assignment of Certain Executory Contracts, and Unexpired Leases, and (III) Granting Related Relief* (the "Motion")[2] for entry of an order authorizing or approving, among other things, (A)(i) approving

[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 set forth in the Motion or, if not defined in the Motion, in the Bidding Procedures Order [Docket No. 241].

the designation of the NewCo Stalking Horse Bidder (as defined below, and the bid thereunder, the "NewCo Stalking Horse Bid"), (ii) approving the Debtors' entry into the NewCo Stalking Horse APA (attached hereto as Exhibit 1) as modified on the record of the hearing, (iii) approving the bid protections provided to the NewCo Stalking Horse Bidder, including the payment of a break-up fee and the reimbursement of expenses, and (B) granting related relief; and the 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 the 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 the Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and the 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 reasonable opportunity to object to or be heard regarding the relief provided herein has been afforded to parties-in-interest pursuant to Bankruptcy Rule 6004(a); and the Court having considered the Sale Declaration, *Debtors' Motion for Entry of an Order Granting Leave and Permission to File Omnibus Reply in Support of Debtors' (I) DIP Motion and (II) Bidding Procedures Motion* [Docket No. 265] and the omnibus reply attached thereto as Exhibit B; and upon the record of the hearing and all of the proceedings had before the Court; and the Court having found 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 the Court having found that the legal and factual bases 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 FOUND AND DETERMINED THAT:[3]

A. Jurisdiction and Venue. The Court 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 February 29, 2012. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. Statutory and Legal Predicates. The statutory and legal predicates for the relief requested in the Motion are sections 105(a), 363, 365, 503, 507, and 1113 of the Bankruptcy Code, Bankruptcy Rules 2002, 6003, 6004, 6006, 9007, 9008, and 9014 and Local Rules 2002-1, 6004-1, 9006-1, and 9013-1(m).

C. Designation of the NewCo Stalking Horse Bid. The NewCo Stalking Horse Bid as reflected in the NewCo Stalking Horse APA represents the highest and otherwise best offer the Debtors have received to date to purchase the NewCo Assets, as defined in the Motion and as more fully described in the NewCo Stalking Horse APA. The NewCo Stalking Horse APA provides the Debtors with the opportunity to sell the NewCo Assets in a manner designed to preserve and maximize their value and provide a floor for a further marketing and auction process subject to the provisions of section F, below. Without the NewCo Stalking Horse Bid, the Debtors are at a significant risk of realizing a lower price for the NewCo Assets. As such, the contributions of the NewCo Stalking Horse Bidder to the process have indisputably provided a substantial benefit to the Debtors, their estates, and the creditors in these Chapter 11 Cases. The NewCo Stalking Horse Bid will enable the Debtors to minimize disruption to the Debtors'

[3] The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

restructuring process and secure a fair and adequate baseline bid for the NewCo Assets at the Auction (if any), and, accordingly, will provide a clear benefit to the Debtors' estates, their creditors, and all other parties in interest.

D. Designation of the NewCo Stalking Horse Bidder. The NewCo Stalking Horse Bidder shall act as a "stalking horse bidder" pursuant to the NewCo Stalking Horse APA and the NewCo Stalking Horse Bid shall be subject to higher and otherwise better offers in accordance with the NewCo Stalking Horse APA and the Bidding Procedures. Pursuit of the NewCo Stalking Horse Bidder as a "stalking horse bidder" and the NewCo Stalking Horse APA as a "stalking horse purchase agreement" is in the best interests of the Debtors and the Debtors' estates and their creditors, and it reflects a sound exercise of the Debtors' business judgment.

E. The NewCo Stalking Horse Bidder is not an "insider" or "affiliate" of any of the Debtors, as those terms are defined in section 101 of the Bankruptcy Code, and no common identity of incorporators, directors, or controlling stakeholders exist between the NewCo Stalking Horse Bidder and the Debtors. The NewCo Stalking Horse Bidder and its counsel and advisors have acted in "good faith" within the meaning of section 363(m) of the Bankruptcy Code in connection with the NewCo Stalking Horse Bidder's negotiation of the NewCo Bid Protections and the Bidding Procedures and entry into the NewCo Stalking Horse APA.

F. NewCo Bid Protections. The Debtors have articulated compelling and sufficient business reasons for the Court to approve the Debtors' provision of the NewCo Bid Protections. The NewCo Purchaser Expense Reimbursement and the NewCo Break-Up Fee (i) have been negotiated by the NewCo Stalking Horse Bidder and the Debtors and their respective advisors at arm's length and in good faith and the NewCo Stalking Horse APA (including the NewCo Bid Protections) is the culmination of a process undertaken by the Debtors and their

professionals to negotiate a transaction with a bidder that was prepared to pay the highest and otherwise best purchase price to date for the NewCo Assets; (ii) are fair, reasonable and appropriate in light of, among other things, the size and nature of the proposed Sale, the substantial efforts that have been and will be expended by the NewCo Stalking Horse Bidder, notwithstanding that the proposed Sale is subject to higher and better offers, and the substantial benefits that the NewCo Stalking Horse Bidder has provided to the Debtors, their estates, their creditors and parties in interest herein, including, among other things, by increasing the likelihood that the best possible purchase price for the NewCo Assets will be received; and (iii) provide protections that were material inducements for, and express conditions of, the NewCo Stalking Horse Bidder's willingness to enter into the Stalking Horse APA, and is necessary to ensure that the NewCo Stalking Horse Bidder will continue to pursue the NewCo Stalking Horse APA and the transactions contemplated thereby. The NewCo Purchaser Expense Reimbursement and the NewCo Break-Up Fee, to the extent payable under the NewCo Stalking Horse APA, (a) provides a substantial benefit to the Debtors' estates and stakeholders and all parties in interest herein, (b)(x) are an actual and necessary cost and expense of preserving the Debtors' estates within the meaning of section 503(b) of the Bankruptcy Code and (y) shall be treated as an allowed superpriority administrative expense claim against the Debtors' estates pursuant to sections 105(a), 364, 503(b), and 507(a)(2) of the Bankruptcy Code, (c) are commensurate to the real and material benefits conferred upon the Debtors' estates by the NewCo Stalking Horse Bidder, and (d) are fair, reasonable, and appropriate, including in light of the size and nature of the transactions and the efforts that have been and will be expended by the NewCo Stalking Horse Bidder. Unless it is assured that the NewCo Bid Protections will be available, the NewCo Stalking Horse Bidder is unwilling to remain obligated to consummate the

NewCo Stalking Horse APA or otherwise be bound under the NewCo Stalking Horse APA, including, without limitation, the obligations to maintain its committed offer while such offer is subject to higher and otherwise better offers as contemplated by the Bidding Procedures. The NewCo Bid Protections are a material inducement for, and condition of, the NewCo Stalking Horse Bidder's execution of the NewCo Stalking Horse APA.

G. Notice. Notice of the Motion was (i) appropriate and reasonably calculated to provide all interested parties with timely and proper notice, (ii) in compliance with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules and (iii) adequate and sufficient under the circumstances of the Debtors' Chapter 11 Cases, such that no other or further notice need be provided. A reasonable opportunity to object and be heard regarding the relief granted herein has been afforded to all parties in interest.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.

2. All objections to the relief granted in this Order that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby overruled and denied on the merits with prejudice.

NewCo Stalking Horse Bid and NewCo Bid Protections

3. The NewCo Stalking Horse Bidder is approved as the Stalking Horse Bidder for the NewCo Assets pursuant to the terms of the NewCo Stalking Horse APA.

4. The Debtors entry into the NewCo Stalking Horse APA is authorized and approved, and the NewCo Stalking Horse Bid shall be subject to higher and better Qualified Bids, in accordance with the terms and procedures of the NewCo Stalking Horse APA and the Bidding Procedures.

5. The Debtors are authorized to perform any obligations under the NewCo Stalking Horse APA that are intended to be performed prior to the entry of the order approving the Sale of the NewCo Assets.

6. The NewCo Stalking Horse Bidder is a Qualified Bidder and the bid reflected in the NewCo Stalking Horse Bid (including as it may be increased at the Auction (if any)) is a Qualified Bid, as set forth in the Bidding Procedures.

7. The NewCo Purchaser Expense Reimbursement and the NewCo Break-Up Fee are approved in their entirety. The NewCo Bid Protections shall be payable in accordance with, and subject to the terms of, the NewCo Stalking Horse APA. The automatic stay provided by section 362 of the Bankruptcy Code shall be automatically lifted and/or vacated to permit any NewCo Stalking Horse Bidder action expressly permitted or provided in the NewCo Stalking Horse APA, without further action or order of the Court.

8. The NewCo Purchaser Expense Reimbursement and the NewCo Break-Up Fee (each to the extent payable under the NewCo Stalking Horse APA) shall constitute an allowed superpriority administrative expense claim pursuant to sections 105(a), 503(b)(1)(A), and 507(a)(2) of the Bankruptcy Code in the Debtors' cases, which in each case, shall be senior to and have priority over all other administrative expense claims of the kind specified in section 503(b) of the Bankruptcy Code. Debtors are hereby authorized and directed to pay the NewCo Bid Protections, if and when due, in accordance with the terms of the NewCo Stalking Horse APA and this Order without further order of the Court. The Debtors' obligation to pay the NewCo Bid Protections, if applicable, shall survive termination of the NewCo Stalking Horse APA, dismissal or conversion of any of the Chapter 11 Cases, and confirmation of any plan of reorganization or liquidation. For the avoidance of doubt, in the event an Alternative

Transaction (as defined in the NewCo Stalking Horse APA) is consummated with respect to all or any portion of the NewCo Assets, then the NewCo Bid Protections will be payable to the NewCo Stalking Horse Bidder.

9. All Qualified Bid(s) for the NewCo Assets at the Auction (if any) must provide consideration equal to or greater than (x) the amount of the total purchase price consideration set forth in the NewCo Stalking Horse APA, (y) the NewCo Bid Protections of $4,600,000, and (z) an overbid amount of $1,000,000.

10. For avoidance of doubt, the Bidding Procedures Order [Docket No. 241] governs the Bidding Process, Auction, Sale Hearing, Objection Procedures, Notice Procedures, and Assignment Procedures for the NewCo Assets, as set forth therein.

Other Relief Granted

11. This Order shall be binding in all respects upon any trustees, examiners, "responsible persons" or other fiduciaries appointed in the Debtors' bankruptcy cases or upon a conversion to chapter 7 under the Bankruptcy Code.

12. Nothing herein shall be deemed to or constitute the assumption, assignment or rejection of any executory contract or unexpired lease.

13. Notwithstanding any provision in the Bankruptcy Rules to the contrary, the stays provided for in Bankruptcy Rules 6004(h) and 6006(d) are waived and this Order shall be effective immediately and enforceable upon its entry.

14. In the event of any conflict between this Order and the Motion, this Order shall govern in all respects.

15. The requirements set forth in Local Rules 6004-1, 9006-1, and 9013-1 are hereby satisfied or waived.

16. This Court shall retain exclusive jurisdiction over any matters related to or arising from the implementation of this Order.

Dated: July 19th, 2024
Wilmington, Delaware

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

31851520.3

EXHIBIT 1

NewCo Stalking Horse APA

Execution Version

ASSET PURCHASE AGREEMENT

by and among

the Sellers set forth on Schedule A,

BUS COMPANY HOLDINGS US, LLC, and

1485832 B.C. UNLIMITED LIABILITY COMPANY

Dated as of June 11, 2024

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EXHIBIT LIST

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this "Agreement") is made as of June 11, 2024 (the "Agreement Date"), by and among the entities set forth on Schedule A hereto (collectively, the "Sellers" and individually each a "Seller"), Bus Company Holdings US, LLC, a Delaware limited liability company ("Newco USA"), and 1485832 B.C. Unlimited Liability Company, an unlimited liability company incorporated under the laws of the Province of British Columbia, ("Newco Canada" and, together with Newco USA, collectively the "Purchaser"). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in Section 1.1.

WHEREAS, Sellers' business is providing motorcoach services, including motorcoach charters, tours and sightseeing, commuter transportation, airport and casino shuttles, and contract services for municipalities and corporations, throughout the United States and certain jurisdictions in Canada (as conducted by the Sellers, the "Business").

WHEREAS, on or about June 11, 2024, Sellers, together with certain of their Affiliates and subsidiaries, intend to commence voluntary cases (the "Bankruptcy Case") under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), the date of commencement of the Bankruptcy Cases in the Bankruptcy Court being the "Petition Date";

WHEREAS, following the initiation of the Bankruptcy Case, Canadian Sellers, together with certain of their Affiliates and subsidiaries, intend to commence the Canadian Recognition Case under the CCAA in the Canadian Court (as such terms are defined herein) in order to, among other things, seek creditor protection for, and certain relief in respect of, the Canadian Sellers and certain of their Affiliates and subsidiaries;

WHEREAS, Purchaser has agreed to act as a "stalking horse bidder" and, if selected or deemed the "Successful Bidder" (as defined in the Bidding Procedures Order) in accordance with the Bidding Procedures, to purchase from Sellers, and Sellers desire to sell to Purchaser, all of the Purchased Assets, and to assume the Assumed Liabilities, upon the terms and conditions hereinafter set forth;

WHEREAS, the Parties intend to effectuate the transactions contemplated by this Agreement pursuant to section 105, 363, 365 and 1113(a) of the Bankruptcy Code and applicable Bankruptcy Rules; and

WHEREAS, the execution and delivery of this Agreement and Sellers' ability to consummate the transactions set forth in this Agreement are subject, among other things, to the entry of the Sale Order and the Canadian Sale Recognition Order (each as defined herein).

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1
DEFINITIONS

1.1 Definitions. In this Agreement, the following terms have the meanings specified or referred to in this Section 1.1 and shall be equally applicable to both the singular and plural forms.

(a) "Accounts Receivable" means, with respect to the Business, all accounts receivable and other rights to payment generated by such Business and the full benefit of all security for such accounts receivable or rights to payment, including all accounts receivable in respect of goods shipped or products sold or services rendered to customers of such Business, any other miscellaneous accounts receivable of such Business, and any claim, remedy or other right of such Business related to any of the foregoing.

(b) "Action" means any demand, action, arbitration, audit, claim, cause of action, hearing, investigation, proceeding, litigation, citation, summons, subpoena, or suit (whether civil, criminal, administrative or investigative), whether at law or in equity.

(c) "Administrative Agent" means Wells Fargo Bank, National Association, in its capacity as administrative agent and collateral agent for the lenders under the Credit Agreement.

(d) "Affiliate" means, as to any Person, any other Person that directly or indirectly controls, or is under common control with, or is controlled by, such Person. As used in this definition, "control" (including, with its correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of such Person.

(e) "Agreement" has the meaning specified in the preamble.

(f) "Agreement Date" has the meaning specified in the preamble.

(g) "Allocation" has the meaning specified in Section 3.4.

(h) "Alternative Transaction" means any sale, transfer or other disposition, directly or indirectly, of any of the assets comprising the Purchased Assets, or utilized in the Business, whether proposed to be effected pursuant to the Auction (as defined in the Bidding Procedures Order) or a merger, consolidation, share exchange or sale, amalgamation, foreclosure, compromise, asset sale, issuance, financing, restructuring, recapitalization, liquidation, transfer or redemption of any assets or securities of Sellers or any successor thereto or any similar transaction, in one transaction or a series of transactions with one or more Persons, other than the sale of the Purchased Assets to the Purchaser in accordance with the terms hereof.

(i) "Ancillary Documents" means the Bill of Sale, the Assumption and Assignment Agreement, the Assignment of Trademarks, the Assignment of Domain Names, the Assumption and Assignment of Leases, and each other agreement, document or instrument (other than this Agreement) executed and delivered by the Parties hereto in connection with the consummation of the transactions contemplated by this Agreement.

(j) "Assigned Contracts" shall have the meaning given to it in Section 2.5(a).

(k) "Assignment of Copyrights" has the meaning specified in Section 3.7(b).

(l) "Assignment of Domain Names" has the meaning specified in Section 3.7(b).

(m) "Assignment of Trademarks" has the meaning specified in Section 3.7(b).

(n) "Assumed Contracts" has the meaning specified in Section 2.1(b).

(o) "Assumed Debt Credit Documents" means the Credit Agreement and related documents entered into by the Purchaser in connection with the assumption by the Purchaser of the Assumed Secured Debt on terms acceptable to the Administrative Agent, in each case, consistent with the terms set forth in the Debt Commitment Letter.

(p) "Assumed Equipment Leases" has the meaning specified in Section 2.1(k).

(q) "Assumed Liabilities" has the meaning specified in Section 2.3.

(r) "Assumed Real Property Leases" has the meaning specified in Section 2.1(c).

(s) "Assumed Secured Debt" means an amount of Secured Debt equal to $130,000,000, assumed by Purchaser in satisfaction of the Purchase Price pursuant to the Assumed Debt Credit Documents.

(t) "Assumed Seller Plans" has the meaning specified in Section 2.1(r)

(u) "Assumption and Assignment Agreement" means the Assumption and Assignment Agreement in substantially the form of Exhibit A.

(v) "Assumption and Assignment of Leases" has the meaning specified in Section 3.7(g).

(w) "Assumption Notice" has the meaning specified in the Bidding Procedures Order.

(x) "Auction" has the meaning set forth in the Bidding Procedures.

(y) "Audited Financial Statements" has the meaning set forth in Section 4.4.

(z) "Avoidance Actions" means any and all claims for relief of Sellers under chapter 5 of the Bankruptcy Code.

(aa) "Bankruptcy Case" has the meaning specified in the recitals.

(bb) "Bankruptcy Code" means title 11 of the United States Code, sections 101-1532.

(cc) "Bankruptcy Court" has the meaning specified in the recitals.

(dd) "Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, 28 U.S.C. § 2075, as applicable to the Bankruptcy Case, and the general, local and chambers rules of the Bankruptcy Court.

(ee) "Bidding Procedures" has the meaning set forth in the Bidding Procedures Motion.

(ff) "Bidding Procedures Motion" means one or more motions and notices filed in the Bankruptcy Case by Sellers, in each case in form and substance agreed to by Purchaser and as set forth in Exhibit B, and served on creditors and parties in interest in accordance with the Bankruptcy Rules, which motion(s) seeks, among other things, (i) authority from the Bankruptcy Court for Sellers to enter into this Agreement and to consummate the transactions contemplated by this Agreement, (ii) approval of the Bidding Procedures, (iii) approving certain stalking horse protections identified therein, (iv) scheduling an auction and a Sale Hearing, (v) authorizing the assumption and assignment of executory contracts and unexpired leases, and (vi) approving the form and manner of notice thereof.

(gg) "Bidding Procedures Order" means the order of the Bankruptcy Court, proposed in the Bidding Procedures Motion, in form and substance agreed to by Purchaser and as set forth in Exhibit C, approving the Bidding Procedures Motion and the Bidding Procedures, and approving the payment of the Break-Up Fee and/or the Reimbursement Amount if and when required under this Agreement.

(hh) "Bills of Sale" means one or more Bills of Sale in substantially the form attached hereto as Exhibit D.

(ii) "Break-Up Fee" means an amount in cash equal to $3,450,000.

(jj) "Business" has the meaning specified in the recitals.

(kk) "Business Day" means any day of the year on which banking institutions in New York, New York are open to the public for conducting business and are not required or authorized to close.

(ll) "Business Financial Statements" has the meaning set forth in Section 4.4.

(mm) "Business Systems" means all information technology and computer systems and networks (including computer software, websites, servers, systems, interfaces, networks, platforms, peripherals, devices, information technology and telecommunication

hardware and other equipment) that relate to the transmission, storage, maintenance, organization, presentation, protection, generation, processing or analysis of data and information, including Company Data (whether or not in electronic format), and that are owned, leased or otherwise used by or for the benefit of any of the Sellers in connection with the Business.

(nn) "Canadian Court" means the Ontario Superior Court of Justice (Commercial List).

(oo) "Canadian Defined Benefit Plan" has the meaning specified in Section 4.14(l).

(pp) "Canadian Recognition Case" means the recognition proceedings before the Canadian Court commenced by Coach USA, Inc., in its capacity as foreign representative of the Bankruptcy Cases, pursuant to Part IV of the CCAA.

(qq) "Canadian Sale Recognition Order" means an Order of the Canadian Court recognizing and giving full force and effect in Canada to the Sale Order, which Order shall be in form and substance acceptable to the Purchaser and Sellers.

(rr) "Canadian Sellers" means 3329003 Canada, Inc., Megabus Canada Inc., 3376249 Canada, Inc., 4216849 Canada, Inc., Trentway-Wagar (Properties) Inc., Trentway-Wagar Inc., and Douglas Braund Investments Limited.

(ss) "Canadian Tax Act" means the *Income Tax Act*, R.S.C. 1985 (5th Supp.) c.1 (Canada), as amended, and the regulations promulgated thereunder.

(tt) "Cash and Cash Equivalents" means all Sellers' cash (including petty cash and checks received or in transit, including all checks and drafts that have been submitted, posted or deposited, prior to the close of business on the Closing Date), checking account balances, marketable securities, certificates of deposits, time deposits, bankers' acceptances, commercial paper and government securities and other cash equivalents.

(uu) "CASL" means An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (Canada) (S.C. 2010, c. 23).

(vv) "CCAA" means the *Companies' Creditors Arrangement Act* (Canada).

(ww) "Claim" has the meaning given that term in section 101(5) of the Bankruptcy Code.

(xx) "Closing" has the meaning specified in Section 3.5.

(yy) "Closing Date" has the meaning specified in Section 3.5.

(zz) "COBRA" means the United States Consolidated Omnibus Budget Reconciliation Act of 1985.

(aaa) "Code" means the United States Internal Revenue Code of 1986, as amended.

(bbb) "Collective Bargaining Agreements" has the meaning specified in Section 4.13.

(ccc) "Company Data" means, individually or collectively, Personal Information in the possession of, or entrusted to a third party by, any Seller, confidential information of any Seller and/or User Data in the possession of, or entrusted to a third party by, any Seller, in each case that is collected, used, disclosed, transferred, stored, protected, maintained, transmitted, or accessed in connection with the Business.

(ddd) "Company Privacy Policy" means each external or internal privacy policy of any Seller and each past privacy policy of any Seller (but only with respect to obligations and terms in such past privacy policies that are currently binding on such Seller), in each case that relates to the Business, and including any policy relating to: (a) the privacy of users of any Company Website; (b) the collection, storage, disclosure and transfer of any User Data or Personal Information or (c) the treatment of any employee information.

(eee) "Company Website" means any public or private website owned or maintained or operated at any time by or on behalf of any of the Sellers in connection with the Business.

(fff) "Competition Act" means the *Competition Act* (Canada), RSC 1985, c. C-34, as amended, and any regulations promulgated thereunder.

(ggg) "Contract" means any agreement, contract, obligation, promise, instrument, undertaking or other arrangements (whether written or oral), and any amendment thereto, that is legally binding, other than a Lease, to which a Seller is party.

(hhh) "Copyrights" means all United States, Canadian and foreign copyrights, whether subject to a registration or not, including all United States and Canadian copyright registrations and applications for registration and foreign equivalents, all moral rights, all common-law copyright rights, and all rights to register and obtain renewals and extensions of copyright registrations, together with all other copyright rights accruing by reason of any international copyright convention. Without limiting the foregoing, "Copyrights" include copyrights in Software.

(iii) "Credit Agreement" means the Credit Agreement, dated as of April 16, 2019, among Project Kenwood Acquisition, LLC as the borrower, certain other borrowers party thereto, the lenders from time to time party thereto and the Administrative Agent (as amended, modified or supplemented from time to time in accordance therewith).

(jjj) "Cure Costs" has the meaning specified in Section 2.5(a). For the avoidance of doubt, all Cure Costs shall be paid by Purchaser in the Ordinary Course of Business post-Closing.

(kkk) "D&O Claims" means any and all Claims of the Debtors against current and/or former officers and/or directors of the Debtors which first arose prior to the Petition Date;

(lll) "Data Breach" means (a) any loss of, damage to, or unauthorized access to, acquisition of, use of or disclosure of, any Company Data, (b) any damage to, or unauthorized access to or use of, any Business Systems, or (c) a business email compromise incident or similar incident involving a transfer of Seller funds to an unauthorized party.

(mmm) "Data Protection Policies" means all Seller policies and procedures regarding data security, privacy, data transfer and the use of Company Data, or the security, protection, integrity or use of any Business Systems. Data Protection Policies includes all Company Privacy Policies.

(nnn) "Debt Commitment Letter" has the meaning specified in Section 5.6(a)(i).

(ooo) "Debt Financing" has the meaning specified in Section 5.6(a)(i).

(ppp) "DIP Agent" means Wells Fargo, National Association, in its capacity as administrative agent and collateral agent for the DIP Lenders.

(qqq) "DIP Credit Agreement" means that certain Debtor-in-Possession Credit Agreement, dated as of June 11, 2024, among the debtors in the Bankruptcy Cases, the lenders from time-to-time party thereto, and the DIP Agent (as may be amended, modified or supplemented from time to time in accordance therewith).

(rrr) "DIP Lenders" mean the lenders from time-to-time party to the DIP Credit Agreement.

(sss) "Documents" means all books, records, files, invoices, inventory records, product specifications, advertising materials, customer lists, cost and pricing information, supplier lists, business plans, catalogs, customer literature, quality control records and manuals, research and development files, records and credit records of customers (including all data and other information stored on discs, tapes or other media) to the extent used in or to the extent relating to the Purchased Assets.

(ttt) "Domain Name Registrations" means any registration of an alphanumeric designation with or assigned by a domain name registrar, registry or domain name registration authority as part of an electronic address on the Internet.

(uuu) "Encumbrance" means with respect to the Business and Purchased Assets any interest, charge, lien, Claim, mortgage, lease, sublease, license or use and occupancy rights or agreement, hypothecation, deed of trust, pledge, security interest, option, right of use,

first offer or first refusal, easement, servitude, restrictive covenant, encroachment, survey exception, reciprocal easement, or other similar restriction or encumbrance of any kind.

(vvv) "Environmental Laws" means any Legal Requirement or agreement with any Governmental Authority (i) relating to pollution (or the cleanup thereof or the filing of information with respect thereto), human health or the protection of air, surface water, ground water, drinking water supply, land (including land surface or subsurface), plant and animal life or any other natural resource, or (ii) concerning exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production or disposal of Regulated Substances, in each case as amended and as now or hereafter in effect. The term "Environmental Laws" includes any common law or equitable doctrine (including injunctive relief and tort doctrines such as negligence, nuisance, trespass and strict liability) that may impose liability or obligations for injuries or damages due to or threatened as a result of the presence of, exposure to, or ingestion of, any Regulated Substance.

(www) "Equipment" means all furniture, fixtures, equipment, computers, machinery, apparatus, appliances, Inventory, signage, supplies, forklifts and all other tangible personal property of every kind and description (other than the Purchased Vehicles).

(xxx) [Reserved]

(yyy) [Reserved]

(zzz) "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

(aaaa) "ERISA Affiliate" means any Person that would be considered a single employer with a Seller under Sections 414(b), (c), (m) or (o) of the Code.

(bbbb) "Escrow Account" has the meaning specified in Section 3.3.

(cccc) "Escrow Holder" has the meaning specified in Section 3.3.

(dddd) "ETA" means the *Excise Tax Act*, R.S.C., 1985, c. E-15 (Canada), as amended, and the regulations promulgated thereunder.

(eeee) "Excluded Assets" has the meaning specified in Section 2.2.

(ffff) "Excluded Contracts" has the meaning specified in Section 2.2(d).

(gggg) "Excluded Leases" has the meaning specified in Section 2.2(e).

(hhhh) "Excluded Liabilities" has the meaning specified in Section 2.4.

(iiii) "Final Order" means an action taken or Order issued by an applicable Governmental Authority as to which: (i) no request for stay of the action or Order is pending, no such stay is in effect, and, if any deadline for filing any such request is designated by Legal Requirement, it is passed, including any extensions thereof; (ii) no petition for rehearing or

reconsideration of the action or Order, or protest of any kind, is pending before any Governmental Authority and the time for filing any such petition or protest is passed; (iii) any Governmental Authority does not have the action or Order under reconsideration or review on its own motion and the time for such reconsideration or review has passed; and (iv) the action or Order is not then under judicial review, there is no notice of appeal or other application for judicial review pending, and the deadline for filing such notice of appeal or other application for judicial review has passed,

(jjjj) [Reserved]

(kkkk) "FMCSA" has the meaning specified in Section 6.3(b).

(llll) "Fraud" means actual, intentional, willful or knowing fraud under Delaware law (and not solely a constructive fraud, equitable fraud or negligent misrepresentation or omission, or any form of fraud based on recklessness or negligence) by or on behalf of a party to this Agreement in the making of a representation or warranty set forth in this Agreement or in any certificate delivered pursuant to Section 8.2 of this Agreement at the Closing.

(mmmm) "GAAP" means United States generally accepted accounting principles as in effect from time to time.

(nnnn) "Going Concern Purchaser" has the meaning specified in Section 7.5(b).

(oooo) "Good Faith Deposit" has the meaning specified in Section 3.3.

(pppp) "Governmental Authority" means any federal, state, provincial, municipal, local or foreign governmental entity or any subdivision, agency, instrumentality, authority, department, commission, board, bureau, official or other regulatory, administrative or judicial authority thereof or any federal, state, provincial, municipal, local or foreign court, tribunal or arbitrator or any self-regulatory organization, agency or commission.

(qqqq) "Governmental Consents" has the meaning specified in Section 4.6.

(rrrr) "GST/HST" means any goods and services tax and harmonized sales tax payable under Part IX of the ETA.

(ssss) "Hired Employees" means (i) those employees who accept the Purchaser's offer of employment and commence working for the Purchaser on the Closing Date, and (ii) Quebec Employees who are employed with the Sellers immediately prior to the Closing Date and who do not refuse the transfer of their employment by operation of law to the Purchaser as of the Closing Date.

(tttt) "Improvements" means the buildings, plants, structures, fixtures, systems, facilities, infrastructure and other improvements affixed or appurtenant to real property.

(uuuu) "Indebtedness" of any Person means, without duplication, (i) the principal of and premium (if any) in respect of (A) indebtedness of such Person for borrowed money and (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable; (ii) all obligations of such Person

issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding trade accounts payable and other accrued current liabilities arising in the Ordinary Course of Business (other than the current liability portion of any indebtedness for borrowed money)); (iii) all obligations of such Person under leases required to be capitalized in accordance with GAAP; (iv) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction; (v) all obligations of such Person under interest rate or currency swap transactions (valued at the termination value thereof); (vi) all obligations with respect to any factoring programs of a Seller; and (vii) all obligations of the type referred to in clauses (i) through (vi) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations.

(vvvv) "Insurance Policies" has the meaning specified in Section 4.16.

(wwww) "Intellectual Property" means all intellectual property rights of any kind owned and/or licensed by any Seller and used in connection with the Business, including without limitation all U.S., Canadian and foreign Software, Copyrights, Patents, Trademarks, Trade Secrets, Domain Name Registrations, all rights to privacy and personal information, and all rights and remedies related thereto (including the right to sue for and recover damages, profits and any other remedy in connection therewith) for past, present or future infringement, misappropriation or other violation relating to any of the foregoing, and all applications and registrations for any of the foregoing.

(xxxx) "Inventory" means inventory, finished goods, raw materials, packaging, supplies, parts, and stocks of diesel fuel and other gasoline products.

(yyyy) "Investment Canada Act" means the Investment Canada Act, RSC 1985, c 28 (1st Supp), as amended, and includes the regulations thereunder.

(zzzz) "IRS" means the United States Internal Revenue Service.

(aaaaa) "Knowledge of Sellers" or "Sellers' Knowledge" (or words of similar import) mean the actual knowledge of any of Ross Kinnear, Derrick Waters, Jazmine Estacio, and Linda Burtwistle after a reasonable review of the relevant records and reasonable inquiry of their direct reports related to the applicable subject matter.

(bbbbb) "Leased Real Property" means the leased real property listed or described on Schedule 4.7(b), including any Improvements to such Leased Real Property.

(ccccc) "Leases" means leases, license agreements and permit agreements with respect to the Leased Real Property.

(ddddd) "Legal Requirement" means any Order, constitution, law, principle of common law, regulation, statute or treaty of any Governmental Authority.

(eeeee) "Lenders" means the lenders from time-to-time party to the Credit Agreement.

(fffff) "Liability" means any debt, loss, Claim, damage, demand, fine, judgment, penalty, liability or obligation (whether direct or indirect, known or unknown, absolute or contingent, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability, successor liability or otherwise), and including all costs and expenses relating thereto (including fees, discounts and expenses of legal counsel, experts, engineers and consultants and costs of investigations).

(ggggg) "Liquidating Purchaser" has the meaning set forth in Section 7.5(a).

(hhhhh) "Material Adverse Effect" means any fact, event, development, circumstance, occurrence or effect (collectively, "Effect") that individually or in combination with any other Effects (i) has a material adverse effect on the condition (financial or otherwise), on the business, assets, properties, liabilities, operations or results of operations of the Business or the Purchased Assets, taken as a whole; provided, however, that none of the following shall be taken into account in determining whether there has been, is, or would reasonably be expected to be a Material Adverse Effect for purposes of this clause (i): (A) changes in general economic or political conditions, (B) changes in applicable Legal Requirements, (C) changes generally affecting the industry in which the Sellers operate, (D) acts of war, sabotage or terrorism, (E) (1) the commencement of the Bankruptcy Case or the events and conditions related or leading up thereto, (2) the effects that customarily result from the commencement of a case under chapter 11 of the Bankruptcy Code, and (3) any defaults under agreements as a result of the commencement of the Bankruptcy Case that have no effect under the terms of the Bankruptcy Code or where the exercise of remedies as a result of such defaults are stayed under the Bankruptcy Code, (F) any failure by Sellers to meet any internal or published budgets, projections or forecasts (it being understood that the underlying causes of such failure, to the extent not otherwise excluded by other clauses of this definition, may be taken into account in determining the occurrence of a Material Adverse Effect), or (G) any action taken (or omitted to be taken) by Sellers (x) that is expressly required by this Agreement or (y) at the express written request of Purchaser; provided, further, however, that, with respect to clauses (A), (B), (C), and (D), such Effect shall be taken into account in determining whether a Material Adverse Effect has occurred to the extent it has a disproportionate adverse effect on the Business or the Purchased Assets, taken as a whole, relative to other participants in the industries in which the Sellers operate; or (ii) that prevents or materially impairs or materially delays, or would reasonably be expected to prevent or materially impair or materially delay, the ability of Sellers to consummate the transactions contemplated by this Agreement.

(iiiii) "Material Contracts" has the meaning specified in Section 4.12.

(jjjjj) "Material Permits" has the meaning specified in Section 4.8(a).

(kkkkk) "Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA.

(lllll) "Newco Canada" has the meaning specified in the preamble.

(mmmmm)"Newco USA" has the meaning specified in the preamble.

(nnnnn) "Non-Core Purchaser" has the meaning specified in Section 7.5(b).

(ooooo) "Order" means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Authority.

(ppppp) "Ordinary Course of Business" means, with respect to the Business, the ordinary and usual course of day-to-day operations of the Business (including acts and omissions of the applicable Seller in the ordinary and usual course) through the date hereof, consistent with past practice and operations.

(qqqqq) "Organizational Documents" means, with respect to any Person (other than an individual), (i) the certificate or articles of association, incorporation, organization, merger, amalgamation, limited partnership or limited liability company, or constitution or memorandum and articles of association and any joint venture, limited liability company, operating, stockholders or partnership agreement and other similar documents adopted or filed in connection with the creation, formation or organization of such Person; and (ii) all bylaws of such Person and voting agreements to which such Person is a party relating to the organization or governance of such Person.

(rrrrr) "Owned Real Property" means, specifically excluding any Excluded Asset, all real property owned by Sellers identified in Schedule 4.7(a)(i) and Schedule 2.1(A), together with all of Sellers' right, title and interest in and to the following: (i) all buildings, structures, systems, hereditaments and Improvements located on such real property owned by Sellers; (ii) all Improvements on such real property owned by Sellers; and (iii) all easements, if any, in or upon such real property owned by Sellers, licenses and all rights-of-way, beneficial easements, licenses, and other rights, privileges and appurtenances belonging or in any way pertaining to such real property owned by Sellers.

(sssss) "Party" or "Parties" means, individually or collectively, the Purchaser and Sellers.

(ttttt) "Patents" means United States, Canadian and foreign inventorship rights and patents (including certificates of invention and other patent equivalents), patent applications, provisional applications and patents issuing therefrom, as well as any continuations, continuations-in-part, divisions, extensions, reexaminations, reissues, renewals, patent disclosures, technology, inventions (whether or not patentable or reduced to practice), and improvements thereto.

(uuuuu) "PBGC" means Pension Benefit Guaranty Corporation.

(vvvvv) "Permits" means all franchises, grants, authorizations, registrations, licenses, permits (including operating permits), easements, variances, exceptions, consents, certificates, approvals, clearances and orders of any Governmental Authority that are necessary for Sellers to own, lease and operate its properties and assets or to carry on the Business as it is now being conducted.

(wwwww) "Permitted Access Parties" has the meaning specified in Section 7.5(a).

(xxxxx) "Permitted Encumbrances" means with respect to the Business and Purchased Assets (i) Encumbrances that constitute Assumed Liabilities, (ii) statutory liens for current Taxes and assessments (A) not yet due and payable, including liens for ad valorem Taxes and statutory liens not yet due and payable arising other than by reason of any default by a Seller, or (B) being contested in good faith by appropriate proceedings and, in each case of clauses (A) and (B), for which adequate reserves have been made and which statutory liens shall be released from the Purchased Assets at the Closing, (iii) landlords', carriers', warehousemen's, mechanics', suppliers', materialmen's, repairmen's liens or other similar Encumbrances that, in each case, are not material to the Business with respect to amounts not yet overdue and that do not arise from a breach, default or violation by any Seller of any Contract or Legal Requirement, (iv) easements, covenants, conditions, restrictions and other similar matters of record affecting any Leased Real Property or Owned Real Property that do not individually or in the aggregate interfere in any material respect with the present use of the property subject thereto, (v) any Encumbrance or Claim affecting any Leased Real Property (or the owner, lessor or lessee thereof) that does not individually or in the aggregate interfere in any material respect with the present use of the property subject thereto; provided, that, in each case enumerated in this definition, such Encumbrance shall only be a Permitted Encumbrance if it cannot be satisfied solely through the payment of money or otherwise removed, discharged, released or transferred, as the case may be, pursuant to section 363(f) of the Bankruptcy Code or otherwise, (vi) Encumbrances under the Assumed Debt Credit Documents with respect to the Assumed Secured Debt, and (vii) any Encumbrances that will be released as of the Closing.

(yyyyy) "Person" means any individual, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization, Governmental Authority or other entity.

(zzzzz) "Personal Information" means (a) "personally identifiable information," "personal information" or "protected data," as such terms, or similar terms in purpose or effect, may be defined under any Privacy and Security Laws, or (b) any other information that, whether on its own or together with any other information, can be used to identify, contact or locate any individual, or any computer or other device used by such individual

(aaaaaa) "Petition Date" has the meaning specified in the recitals.

(bbbbbb) "Post-Close Filings" has the meaning specified in Section 7.5.

(cccccc) "Post-Closing Tax Period" means any taxable period beginning on the day after the Closing Date and the portion of any Straddle Period beginning on the day after the Closing Date.

(dddddd) "Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date and the portion of any Straddle Period through the end of the Closing Date.

(eeeeee) "Prepayments/Deposits" means deposits collected by Sellers from customers of the Business with respect to services rendered by Sellers to such customers.

(ffffff) "Prepetition Senior Debt" means Indebtedness under the Prepetition Senior Loan Documents.

(gggggg) "Prepetition Senior Loan Documents" means the Credit Agreement and the other Financing Documents (as defined therein).

(hhhhhh) "Privacy and Security Laws" means all federal, state or international Legal Requirements relating to the collection, use, disclosure, transfer, storage, protection, maintenance, transmission, encryption, access to or privacy or security of Personal Information, including all Legal Requirements relating to (a) data or systems breach notification and (b) marketing to, communicating with or collecting payments from individuals.

(iiiiii) "Privacy and Security Requirements" means (a) all Privacy and Security Laws applicable to the Business, (b) all Contracts to which any Seller is a party or otherwise bound relating to the use, transfer, privacy or security of Company Data, Business Systems or financial transactions, (c) all applicable industry security standards (including, to the extent applicable, the Payment Card Industry Data Security Standard, as amended from time to time) relating to the security or integrity of Company Data, Business Systems or financial transactions and (d) all Company Privacy Policies and the Data Protection Policies.

(jjjjjj) "Privacy Consents" means all explicit or implied consents provided to Seller by its customers or prospective customers, suppliers, employees or other users, respecting any agreement regarding the handling of Personal Information; or regarding the receipt of commercial electronic messages or the installation of computer programs, within the meaning of CASL.

(kkkkkk) "Purchase Price" has the meaning specified in Section 3.1.

(llllll) "Purchased Assets" has the meaning specified in Section 2.1.

(mmmmmm) "Purchased Deposits" means all deposits and prepayments made by Sellers with respect to the operation of the Business under an Assumed Contract or Assumed Real Property Lease, including security deposits for rent (including such deposits made by Sellers, as lessee, or to Sellers, as lessor, in connection with the Assumed Real Property Leases), deposits made with respect to vehicle operating leases to the extent related to the Purchased Assets (pro-rated for the actual number of vehicles included in Purchased Assets) and prepaid charges and expenses of, and advance payments made by, Sellers, with respect to the operation of the Business, other than the Utility Escrow and any deposits or prepaid charges and expenses paid in connection with or relating primarily to any Excluded Assets or any Excluded Liability. For the avoidance of doubt, Purchased Deposits includes only those deposits and payments made pursuant to an Assumed Contract or Assumed Real Property Lease, and then, only to the extent applicable to the period of time after the Closing Date.

(nnnnnn) "Purchased Vehicles" has the meaning specified in Section 2.1(s).

(oooooo) "Purchaser" has the meaning specified in the preamble.

(pppppp) "QST" means the Quebec sales tax imposed under Title I of the Act respecting the Quebec sales tax, R.S.Q., c T-0.1, as amended, and the regulations promulgated thereunder.

(qqqqqq) "Qualifying Offer" has the meaning specified in Section 7.2(b).

(rrrrrr) "Quebec Employees" means employees of the Sellers employed principally in respect of the Purchased Assets in the province of Quebec.

(ssssss) "Regulated Substances" means all substances, compounds, chemicals, or other materials that are now or ever have been defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or other words of similar import, under any Environmental Law, or that are regulated pursuant to or for which liability or standards of care are imposed under any Environmental Law, including any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, and petroleum and petroleum products (including waste petroleum and petroleum products).

(tttttt) "Reimbursement Amount" means an amount equal to the reasonable and documented out-of-pocket fees and expenses of the Purchaser incurred in connection with this Agreement and all associated documentation and due diligence related hereto (including, without limitation, reasonable fees and expenses of the Purchaser's accounting, tax, environmental, legal and other advisors), in an aggregate amount not to exceed $1,150,000, which amount shall be approved by the Bankruptcy Court pursuant to the Bidding Procedures Order

(uuuuuu) "Release" means any release, spill, emission, discharge, leaking, pumping, injection, deposit, disposal, dispersal, leaching or migration into the indoor or outdoor environment (including ambient air, surface water, groundwater and surface or subsurface strata) or into or out of any property, including the movement of Regulated Substances through or in the air, soil, surface water, groundwater or property.

(vvvvvv) "Replacement Plan" has the meaning specified in Section 7.2(d)(i)

(wwwwww) "Representative" means with respect to a particular Person, any duly authorized director, officer, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants and financial advisors.

(xxxxxx) "Sale Hearing" means the hearing at which the Bankruptcy Court considers approval of the Sale Order pursuant to sections 105, 363, 365, and 1113(a) of the Bankruptcy Code.

(yyyyyy) "Sale Order" means an Order of the Bankruptcy Court in substantially the form attached hereto as Exhibit E (with such other changes as may be acceptable in form and substance to Purchaser and reasonably acceptable to the Administrative Agent and DIP Agent), pursuant to, inter alia, sections 105, 363, 365, and 1113(a) of the Bankruptcy Code (i) authorizing and approving, inter alia, the sale of the Purchased Assets to the Purchaser on the terms and conditions set forth herein free and clear of all Liabilities and Encumbrances (other than Permitted Encumbrances), the assumption and assignment of the Assumed Liabilities, and the assumption and assignment of the Assumed Contracts, Assumed Equipment Leases and Assumed Real Property Leases to the Purchaser and (ii) containing certain findings of facts, including a finding that the Purchaser is a good faith purchaser pursuant to section 363(m) of the Bankruptcy Code.

(zzzzzz) "Savings Plan" has the meaning specified in Section 7.2(d)(i)(C).

(aaaaaaa) "Schedules" means the disclosure schedules attached hereto as may be amended or modified from time to time as agreed by Sellers and Purchaser that Sellers have prepared and delivered to the Purchaser pursuant to the terms of this Agreement, setting forth information regarding the Business, the Purchased Assets, the Assumed Liabilities and other matters with respect to the Sellers as set forth therein.

(bbbbbbb) "Secured Debt" means collectively the Prepetition Senior Debt and Indebtedness under the DIP Credit Agreement.

(ccccccc) "Seller Employees" means the employees (active and inactive) of Sellers set forth on Schedule 1.1(ccccccc), which includes all Quebec Employees, together with any persons who are hired by a Seller after the date hereof for the operation of the Business in accordance with the terms hereof which Schedule 1.1(ccccccc) will be updated by Sellers five (5) Business Days prior to Closing and again the Business Day prior to Closing.

(ddddddd) "Seller Plan" means (i) all "employee benefit plans" (as defined in Section 3(3) of ERISA), whether or not subject to ERISA, including all employee benefit plans that are "pension plans" (as defined in Section 3(2) of ERISA) and all employee benefit plans that are "welfare benefit plans" (as defined in Section 3(1) of ERISA) and any other employee benefit or compensation arrangements or payroll practices (including, but not limited to, termination pay, pay in lieu of notice, severance pay, vacation pay, company awards, salary continuation for disability, sick leave, death benefit, hospitalization, welfare benefit, group or individual health, dental, medical, life, insurance, survivor benefit, deferred compensation, profit sharing, retention, pension, retirement, retiree medical, supplemental retirement, supplemental unemployment benefit, supplemental income, bonus, commissions or other incentive compensation, stock or other equity or equity-based compensation plans, arrangements or policies) of Sellers and (ii) all employment, termination, notice, payment in lieu of notice, bonus, incentive, commission, severance, change in control or other similar contracts, agreements or arrangements, in each case to which a Seller is a party, with respect to which any Seller has any Liability, that are maintained by a Seller or any ERISA Affiliate, or to which a Seller contributes or is obligated to contribute with respect to Seller's current or former equity holders, directors, officers, consultants and employees, in each case that covers one or more Seller Employees.

(eeeeeee) "Sellers" has the meaning specified in the preamble.

(fffffff) "Software" means all computer software programs (whether in source code, object code, or other form), including systems and platforms of software programs, and databases owned and/or licensed by any Seller and used in connection with the Business, including all databases, compilations, tool sets, compilers, higher level or "proprietary" languages, and related documentation, technical manuals and materials.

(ggggggg) "STB" has the meaning specified in Section 6.3(b).

(hhhhhhh) "Straddle Period" means any taxable period that includes but does not end on the Closing Date.

(iiiiiii) "Tax" or "Taxes" (and with correlative meaning, "Taxable" and "Taxing") means any federal, state, provincial, territorial, municipal, local, foreign or other income, alternative, minimum, alternative minimum, add-on minimum, franchise, capital stock, net worth, capital, profits, intangibles, inventory, windfall profits, gross receipts, value added, sales, use, goods and services, harmonized sales, GST/HST, QST, retail, excise, customs duties, transfer, conveyance, mortgage, registration, stamp, documentary, recording, premium, severance, environmental, natural resources, real property, personal property, ad valorem, rent, occupancy, license, occupational, employment (including Canada Pension Plan and provincial pension plan contributions, provincial health plan contributions, insurance contributions, unemployment insurance contributions, parental insurance premiums and deductions at source), social security, disability, workers' compensation, payroll, health care, withholding, estimated or other similar taxes, duty, levy, contribution, deemed overpayment of taxes or obligation to repay an amount in respect of any COVID-19 related loan program or direct or indirect wage, rent or other subsidy offered by a Governmental Authority, or other governmental charge or assessment or deficiencies thereof (including all interest, penalties and fines thereon and additions thereto whether disputed or not).

(jjjjjjj) "Tax Return" means any return, report, election, or similar statement required to be filed with respect to any Taxes (including any attached schedules), including any information return, claim for refund, amended return or declaration of estimated Tax including any combined, consolidated or unitary returns of any group of entities.

(kkkkkkk) "Termination Date" has the meaning specified in Section 9.1(c).

(lllllll) "Third Party Intellectual Property" means all (i) intellectual property rights of any kind owned by a third party, (ii) all rights to privacy and Personal Information of any kind owned by a third party, and (iii) all rights and remedies related thereto (including the right to sue for and recover damages, profits and any other remedy in connection therewith) for past, present or future infringement, misappropriation or other violation relating to any of the foregoing; in each case that are used by any Seller in connection with the Business.

(mmmmmmm) "Title IV Plan" has the meaning specified in Section 4.14(a).

(nnnnnnn) "Trade Secrets" means confidential and proprietary information and trade secrets (including ideas, research and development, know-how, formulae, compositions, processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals).

(ooooooo) "Trademarks" means United States, state and foreign trademarks, service marks, logos, slogans, trade dress and trade names (including all assumed or fictitious names under which the Business is conducted), and any other indicia of source of goods and services, designs and logotypes related to the above, in any and all forms, whether registered or unregistered, and registrations and pending applications to register the foregoing (including intent to use applications), and all goodwill related to or symbolized by the foregoing.

(ppppppp) "Transferred Information" has the meaning specified in Section 6.2(a).

(qqqqqqq) "Transfer Taxes" has the meaning specified in Section 7.1(b).

(rrrrrrr) "Transportation Laws" means all U.S. and non-U.S. Legal Requirements intended to prohibit, restrict or regulate actions and activities of motor passenger carriers.

(sssssss) "United States" and "U.S." mean the United States of America.

(ttttttt) "User Data" means any data or information collected by or on behalf of any of the Sellers from users of any Company Website.

(uuuuuuu) "Utility Escrow" means the adequate assurance deposit made by Sellers in connection with the continued provision of post-petition utility services pursuant to an order of the Bankruptcy Court.

(vvvvvvv) "Vehicles" means all motor vehicles, trucks and other rolling stock and all assignable warranties related thereto.

(wwwwwww) "Waived Avoidance Actions" means Avoidance Actions against (i) the holder of a trade payable assumed by the Purchaser hereunder in respect of such trade payable (ii) the counterparty to an Assumed Contract with respect to Assumed Liabilities relating to such Assumed Contract and (iii) the Lenders.

(xxxxxxx) "WARN Act" means the Worker Adjustment and Retraining Notification Act of 1988, as amended or any similar applicable state or local Legal Requirements or similar Legal Requirements in other jurisdictions.

1.2 Other Definitional and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall end on the next succeeding Business Day.

(ii) Dollars, Exchange Rate. Any reference in this Agreement to $ shall mean U.S. dollars. To the extent that any portion of the Purchase Price needs to be denominated in Canadian dollars in accordance with the applicable local Legal Requirements, then the U.S. denominated amount shall be converted into Canadian dollars using the noon spot exchange rate published by the Bank of Canada on the relevant date.

(iii) Exhibits/Schedules. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. All Exhibits and Schedules are subject to the mutual agreement of the Parties at the time of execution of this Agreement by all of the Parties, except as otherwise provided in Sections 2.1(b) and 2.1(c). Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(iv) Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only, shall include the plural and vice versa.

(v) Headings. The provision of a table of contents, the division of this Agreement into Sections, subsections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

(vi) Herein. The words such as "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(vii) Including. The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(b) No Strict Construction. The Parties participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

SECTION 2
PURCHASE AND SALE

2.1 Purchased Assets. Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, each Seller shall sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to the Purchaser, and the Purchaser shall purchase, free and clear of all Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances), all of such Seller's right, title and interest in, to or under all of the following properties, contractual rights, rights, Claims and assets (other than the Excluded Assets) of every kind and description, wherever located, real, personal or mixed, tangible or intangible, owned, leased, licensed, used or held for use in or relating to the Business (herein collectively called the "Purchased Assets"), including, without limitation, the following (other than Excluded Assets):

(a) all Equipment owned by Sellers, including the Equipment listed on Schedule 2.1(a);

(b) all Contracts entered into by Sellers, including the Contracts listed or described on Schedule 2.1(b) under the heading "Contracts Being Assumed" (the "Assumed Contracts"); provided, however, that (i) the Purchaser may, in its absolute discretion, add any Contracts to Schedule 2.1(b) or redesignate any Contracts from under the heading "Contracts Being Rejected" to under the heading "Contracts Being Assumed" in accordance with the Bidding Procedures Order, and (ii) at any time prior to the Closing Date, the Purchaser may redesignate

any Contracts from under the heading "Contracts Being Assumed" to "Contracts Being Rejected" in accordance with the Bidding Procedures Order;

(c) all Leases, and rights thereunder, listed under the heading "Leases Being Assumed" on Schedule 2.1(c) (such Leases, the "Assumed Real Property Leases"); provided, however, that (i) the Purchaser may, in its absolute discretion, add any Leases of Leased Real Property to Schedule 2.1(c) or redesignate any Leases of Leased Real Property from under the heading "Leases Being Rejected" to under the heading "Leases Being Assumed" in accordance with the Bidding Procedures Order and (ii) at any time prior to the Closing Date, the Purchaser may redesignate any Leases from under the heading "Leases Being Assumed" to "Leases Being Rejected" in accordance with the Bidding Procedures Order;

(d) the Collective Bargaining Agreements listed on Schedule 2.1(d);

(e) to the extent transferable, the Permits set forth on Schedule 2.1(e) and pending applications therefor;

(f) the Intellectual Property set forth on Schedule 2.1(f) (including all goodwill associated therewith);

(g) all Documents of such Seller relating to any other Purchased Asset, except those (i) relating solely to any Excluded Asset or Excluded Liability; (ii) relating to employees of such Seller who are not Hired Employees; or (iii) the Organizational Documents of such Seller;

(h) all telephone and facsimile numbers and other directory listings, to the extent assignable and the right to receive and retain such Seller's mail and other communications;

(i) the Purchased Deposits set forth on Schedule 2.1(i);

(j) insurance proceeds and insurance awards associated with the Purchased Assets and the Business receivable to the extent transferable and any other rights and claims under any insurance policies;

(k) the operating and capitalized equipment leases listed or described on Schedule 2.1(k) (the "Assumed Equipment Leases");

(l) any rights, claims, credits, refunds, causes of action, choses in action, rights of recovery and rights of setoff of such Seller against third parties arising out of events occurring on or prior to the Closing Date, including and, for the avoidance of doubt, arising out of events occurring prior to the Petition Date, and including any rights under or pursuant to any and all warranties, representations and guarantees made by suppliers, manufacturers, contractors and any other Person relating to products sold, or services provided, to such Seller, including those claims set forth on Schedule 2.1(l);

(m) all goodwill and other intangible assets;

(n) any proprietary rights in Internet protocol addresses, ideas, concepts, methods, processes, formulae, models, methodologies, algorithms, reports, data, customer lists, mailing lists, business plans, market surveys, market research studies, websites, information contained on drawings and other documents, information relating to research, development or testing, and documentation and media constituting, describing or relating to the Intellectual Property or the Business, including memoranda, manuals, technical specifications and other records wherever created throughout the world, but excluding reports of accountants, investment bankers, crisis managers, turnaround consultants and financial advisors or consultants;

(o) the Waived Avoidance Actions; provided, that such Waived Avoidance Actions shall be waived by Sellers and the Purchaser prior to or as of Closing;

(p) all advertising, marketing and promotional materials, studies, reports and all other printed or written materials;

(q) all rights of such Seller under non-disclosure or confidentiality, non-disparagement, non-compete, or non-solicitation agreements with the Hired Employees or any employees of such Seller terminated within twelve (12) months prior to the Closing Date, or with any agents of such Seller or with third parties;

(r) without duplication to Section 2.1(b), the Seller Plans listed on Schedule 2.1(r) (the "Assumed Seller Plans"), the assets relating to the Assumed Seller Plans, and all rights and interests of such Seller under the Assumed Seller plans and the Assumed Contracts exclusively related thereto;

(s) the Vehicles and Contracts for leases of Vehicles listed on Schedule 2.1(s) (together with Vehicles listed on Schedule 2.1(A), the "Purchased Vehicles");

(t) the rights to refunds or credits for Taxes with respect to a Straddle Period or Post-Closing Tax Period solely to the extent relating to Taxes arising out of ownership of the Purchased Assets (other than any refunds or credits that are Excluded Assets);

(u) Accounts Receivable associated with the Business;

(v) All Personal Information held by the Sellers and all Privacy Consents;

(w) the Owned Real Property;

(x) all D&O Claims;

(y) Inventory associated with the Business and located at sites identified on Schedules 4.7(a)(i) and 4.7(b); and

(z) the additional assets, properties, privileges, rights (including prepaid expenses) and interests of such Seller of every kind and description and wherever located, whether known or unknown, fixed or undetermined, accrued, absolute, contingent or otherwise, including those listed on Schedule 2.1(z); provided, however, none of the Parties hereto intends that the

Purchaser, or any of its Affiliates, shall be deemed to be a successor to Sellers with respect to the Purchased Assets;

In the event that any employees or Affiliates of any Seller owns (or is listed as the owner of record) or is in possession of any of the Purchased Assets, Sellers shall cause such employee or Affiliate to convey such interest to the Purchaser at the Closing. In furtherance and not in limitation of the foregoing, Sellers shall cause their Affiliates to transfer, assign, convey and deliver to a Seller prior to the Closing all of such Affiliates' right, title and interest in, to or under the assets set forth on Schedule 2.1(A), which shall upon such transfer, assignment, conveyance and delivery become Purchased Assets for all purposes hereunder. For the avoidance of doubt, neither the Sellers nor any of their respective Affiliates are selling, assigning, transferring, or conveying to the Purchaser any right, title or interest in any of the Excluded Assets pursuant to this Agreement or otherwise, and the Purchased Assets shall not include any of the Excluded Assets.

2.2 Excluded Assets. Nothing herein contained shall be deemed to sell, transfer, assign or convey the Excluded Assets to the Purchaser, and Sellers shall retain all right, title and interest to, in and under the Excluded Assets. For all purposes of this Agreement, the term "Excluded Assets" shall mean:

(a) other than Purchased Deposits, all Cash and Cash Equivalents;

(b) all shares of capital stock or other equity interest of any Seller or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interest of any Seller;

(c) all minute books, stock ledgers, corporate deals, stock certificates, and Organizational Documents of Sellers;

(d) subject to the provisions of Section 2.1(b), any Contracts listed under the heading "Contracts Being Rejected" on Schedule 2.1(b) or any Contracts not listed or described under the heading "Contracts Being Assumed" on Schedule 2.1(b) (the "Excluded Contracts");

(e) subject to the provisions of Section 2.1(c), all Leases of Leased Real Property, and rights thereunder, listed under the heading "Leases Being Rejected" on Schedule 2.1(c) or any Leases of Leased Real Property not listed or described under the heading "Leases Being Assumed" on Schedule 2.1(c) (the "Excluded Leases");

(f) any rights, claims or causes of action of Sellers under this Agreement or the Ancillary Documents;

(g) all receivables, claims or causes of action solely and exclusively related to any Excluded Asset or otherwise unrelated to the Business;

(h) all insurance policies;

(i) all Avoidance Actions other than Waived Avoidance Actions;

(j) all Documents relating solely and exclusively to an Excluded Asset or an Excluded Liability;

(k) Tax Returns and tax-related records of each Seller and any refund, credit, or other tax asset related to Taxes of any Seller;

(l) the Utility Escrow;

(m) all bank accounts of Sellers; and

(n) other assets of Sellers as set forth on Schedule 2.2(n).

2.3 Assumed Liabilities. Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, the Purchaser shall execute and deliver to Sellers the Assumption and Assignment Agreement pursuant to which the Purchaser shall assume and agree to discharge, when due (in accordance with its respective terms and subject to the respective conditions thereof), only the following Liabilities (without duplication) (collectively the "Assumed Liabilities") and no others:

(a) subject to Section 2.5(a), any and all Liabilities arising under the Assumed Contracts, Assumed Equipment Leases and the Assumed Real Property Leases, but only to the extent such Liabilities are to be performed after the Closing Date or arise after the Closing Date and related solely to events occurring after the Closing Date;

(b) all other Liabilities arising out of the conduct of the Business or ownership of the Purchased Assets, but only to the extent such Liabilities first arise or accrue after the Closing Date and result from the post-Closing Date ownership and operation of the Purchased Assets by the Purchaser; provided, however, that the Purchaser shall assume all Liabilities related to any distributions required to be made after the Closing Date pursuant to the terms of any 401(k) plan listed on Schedule 2.1(r) or Legal Requirement applicable to all such plans;

(c) all Cure Costs in an aggregate amount not to exceed $6,000,000;

(d) all Liabilities relating to or arising under the Seller Plans listed on Schedule 2.1(r), but only to the extent the Liabilities first arise or accrue after the Closing Date from the post-Closing Date ownership of the Purchased Assets by the Purchaser;

(e) all Prepayments/Deposits outstanding as of the Closing Date set forth on Schedule 2.3(e);

(f) Liabilities, including those Liabilities where checks and draws have been written or submitted prior to the close of business on the Closing Date but have not cleared prior to Closing, with respect to trade and vendor accounts payable arising in respect of goods or services received by any Seller in the Ordinary Course of Business arising after the Petition Date to the extent associated with the portion of Sellers' business relating to the Purchased Assets and designated by the Purchaser prior to the Closing Date but only to the extent set forth on Schedule 2.3(f), which Schedule 2.3(f) will be updated by Sellers five (5) Business Days prior to Closing and again the Business Day prior to Closing;

(g) the Assumed Secured Debt;

(h) all Liabilities for Taxes arising out of the conduct of the Business or ownership of the Purchased Assets for any Post-Closing Tax Period and any Transfer Taxes allocable to Purchaser pursuant to Section 7.1(b); and

(i) all obligations first arising after the Closing under any Collective Bargaining Agreement identified in Schedule 2.1(d).

2.4 Excluded Liabilities. Notwithstanding any provision in this Agreement to the contrary, other than the Assumed Liabilities, the Purchaser shall not assume and shall not be obligated to assume or be obligated to pay, perform or otherwise discharge any Liability of Sellers or any of their Affiliates of any kind or nature whatsoever, and Sellers shall be solely and exclusively liable with respect to all Liabilities of Sellers (collectively the "Excluded Liabilities"). For the avoidance of doubt, the Excluded Liabilities with respect to Sellers include, but are not limited to, the following:

(a) any Liability of Sellers, arising out of, or relating to, this Agreement or the transactions contemplated by this Agreement, whether incurred prior to, at or subsequent to the Closing Date, including all finder's or broker's fees and expenses and any and all fees and expenses of any Representatives of Seller;

(b) any Liability related to any Action;

(c) any and all Liabilities for Taxes, including all employer portions of any payroll Taxes applicable in respect of the Liabilities described in Section 2.4(j) arising out of ownership of the Purchased Assets for any Pre-Closing Tax Period, and Transfer Taxes to the extent specifically allocable to Sellers pursuant to Section 7.1(b);

(d) any Liability incurred by Sellers or their respective directors, officers, stockholders, agents or employees (acting in such capacities) after the Closing Date;

(e) any Liability of Sellers to any Person on account of any Action that arose, and relates to facts, circumstances or events that existed or occurred, solely and exclusively before the Closing;

(f) any Liability to the extent relating to or arising out of the ownership or operation of an Excluded Asset;

(g) any Liability of Sellers under any Indebtedness, including Indebtedness under the Credit Agreement and the DIP Credit Agreement, any Indebtedness owed to any stockholder or other Affiliate of any Seller, and any Contract evidencing any such financing arrangement, but excluding the Assumed Secured Debt;

(h) the obligation to pay the amounts owed (and no other Liabilities) for goods or services received by any Seller in the Ordinary Course of Business in respect of any trade and vendor accounts payable arising after the Petition Date, other than any such Liabilities that are specified in this Agreement as Assumed Liabilities;

(i) all Liabilities under any Contract or Lease that is not an Assumed Contract, Assumed Equipment Lease, or Assumed Real Property Lease;

(j) except for those obligations of Purchaser set forth in Section 7.2, all Liabilities arising from or relating to the employment or service or termination of employment or service of any present or former employee or individual service provider of any Seller or any of its Affiliates who is not a Hired Employee, including without limitation any Seller Employee, in respect of any period of time whatsoever;

(k) all Liabilities arising from or relating to the employment or service or termination of employment or service of any Hired Employee, in respect of the period prior to the Closing Date;

(l) any Liability of Sellers under letters of credit and performance bonds;

(m) other than as specifically set forth herein, fees or expenses of Sellers incurred with respect to the transactions contemplated herein;

(n) any Liabilities of the Business relating or arising from unfulfilled commitments, quotations, purchase orders, customer orders or work orders that (i) do not constitute part of the Purchased Assets issued by Sellers' customers to a Seller on or before the Closing; (ii) did not arise in the Ordinary Course of Business; or (iii) are not validly and effectively assigned to Purchaser pursuant to this Agreement;

(o) any Liabilities to indemnify, reimburse or advance amounts to any present or former officer, director, employee or agent of any Seller (including with respect to any breach of fiduciary obligations by same);

(p) any liability or obligations arising out of or relating to the Sellers having been in violation of any Legal Requirement (including for greater certainty any consumer protection Legal Requirement or Privacy and Security Laws) at any time on or prior to Closing; and

(q) any Liabilities arising out of, in respect of or in connection with the failure by Sellers or any of their respective Affiliates to comply with any Legal Requirements or Order; and

(r) all Liabilities arising from or relating to any of Seller Plans which are not Assumed Seller Plans or Assumed Contracts exclusively related thereto, and all Liabilities arising from or relating to any of the Assumed Seller Plans or Assumed Contracts that are not Assumed Liabilities pursuant to Section 2.3(d).

2.5 Assignments; Cure Costs.

(a) Sellers shall transfer and assign all Assumed Contracts, Assumed Equipment Leases and Assumed Real Property Leases (collectively, the "Assigned Contracts") to the Purchaser, and the Purchaser shall assume all Assigned Contracts, from Sellers, as of the Closing Date pursuant to section 365 and/or 1113(a) of the Bankruptcy Code and the Sale Order.

In connection with such assumption and assignment, the Purchaser shall cure all monetary defaults under such Assigned Contracts to the extent required by section 365(b) of the Bankruptcy Code (all such amounts, the "Cure Costs"). For the avoidance of doubt, the Purchaser shall pay all Cure Costs for each Assigned Contract in the Ordinary Course of Business post-Closing. The Cure Costs for each Assigned Contract as of the date hereof are set forth opposite the name of such Assigned Contract set forth on Schedule 2.5. Sellers shall provide an updated Schedule 2.5 containing any necessary updates to the Cure Costs no later than five (5) days prior to the anticipated Sale Hearing. For the avoidance of doubt, Purchaser shall not be responsible for curing any non-monetary defaults under any Assigned Contract.

(b) The Sale Order shall provide that as of the Closing, Sellers shall assign to the Purchaser the Assigned Contracts. The Assigned Contracts shall be identified by their name and their date (if available), the other party to the Assigned Contract, and the address of such party for notice purposes, all included on an exhibit attached to either the Bidding Procedures Motion or to any notice served in accordance with the Bidding Procedures Order. Such exhibit or notice shall also (i) set forth the amounts necessary to cure any defaults under each of the Assigned Contracts, as determined by the Seller party thereto based on such Seller's books and records or as otherwise determined by the Bankruptcy Court, and (ii) delineate a procedure for transferring to the Purchaser the rights to any Purchased Deposits in the form of cash or letters of credit on deposit with the other party to any Assumed Real Property Lease.

(c) In the case of licenses, certificates, approvals, authorizations, Leases, Contracts and other commitments included in the Purchased Assets that cannot be transferred or assigned effectively without the consent of third parties, which consent has not been obtained prior to the Closing (after giving effect to the Sale Order and the Bankruptcy Code), Sellers shall, subject to any approval of the Bankruptcy Court that may be required, and the terms set forth in Section 6.3, promptly cooperate with the Purchaser in any lawful and commercially reasonable arrangement under which the Purchaser would, to the extent practicable, obtain the economic claims, rights and benefits under such asset and assume the economic burdens and obligations with respect thereto in accordance with this Agreement, including by subcontracting, sublicensing or subleasing to the Purchaser, and this Agreement shall not operate as an assignment thereof in violation of any such license, certificate, approval, authorization, Lease, Contract or other commitment.

(d) Sellers shall comply with all requirements of section 1113(a) in respect of any Collective Bargaining Agreements associated with the Business and listed on Schedule 2.1(d).

2.6 Further Assurances. At the Closing, and at all times thereafter as may be necessary, Sellers (as applicable), each of their respective Affiliates, and the Purchaser shall execute and deliver such other instruments of transfer as shall be reasonably necessary to vest in the Purchaser title to the Purchased Assets, including any Intellectual Property included in the Purchased Assets, free and clear of all Claims and Encumbrances (other than Permitted Encumbrances), and such other instruments as shall be reasonably necessary to evidence the assignment by Sellers to the Purchaser or its designee of the Assumed Liabilities, including the Assigned Contracts. Sellers and the Purchaser shall cooperate with one another to execute and deliver such other documents and instruments as may be reasonably required to carry out the transactions contemplated hereby. At

the Closing, and at all times thereafter as may be necessary, the Purchaser shall reasonably cooperate with Sellers at Sellers' request and cost to facilitate the procurement, possession and return to Sellers of any Excluded Assets, including any equipment subject to an operating or capitalized lease that does not constitute an Assumed Equipment Lease.

2.7 Designated Purchaser. For the avoidance of doubt, pursuant to the terms and conditions of this Agreement, (i) Newco Canada shall acquire the Purchased Assets used in connection with the Business carried out in Canada, and assume the Assumed Liabilities arising in connection with the Business carried out in Canada, from the Canadian Sellers, and (ii) Newco USA shall acquire the Purchased Assets used in connection with the Business carried out in the U.S., and assume the Assumed Liabilities arising in connection with the Business carried out in the U.S., from the Sellers (other than the Canadian Sellers).

SECTION 3
PURCHASE PRICE

3.1 Purchase Price . Subject to the terms and conditions set forth in this Agreement, the purchase price to be paid by the Purchaser in exchange for the Purchased Assets (the "Purchase Price") shall be the sum of the following:

(a) the aggregate amount of the Assumed Liabilities (including the amount of the Assumed Secured Debt); plus

(b) the aggregate amount of the Cure Costs paid by the Purchaser in accordance with this Agreement.

3.2 Closing Date Payment. At the Closing, the Purchaser shall satisfy the Purchase Price as follows:

(a) the Purchaser shall take the actions described in Section 3.3 with respect to the Good Faith Deposit;

(b) the Purchaser shall pay directly to the obligees identified on Schedule 2.5 the Cure Costs in the Ordinary Course of Business post-Closing up to $6,000,000; provided, however, that the Purchaser shall only be obligated to pay a Cure Cost if it has assumed the underlying Liability to such obligee under this Agreement; and

(c) with respect to the Assumed Liabilities, the Purchaser shall assume such Assumed Liabilities at the Closing and satisfy such Assumed Liabilities in accordance with their terms.

3.3 Good Faith Deposit. The Purchaser has deposited into an escrow account (the "Escrow Account") with Young Conaway Stargatt & Taylor, LLP, as escrow agent (the "Escrow Holder") an amount equal to $2,000,000 (the "Good Faith Deposit") in immediately available funds, pursuant to the bid requirements described in the Bidding Procedures. The Good Faith Deposit has been funded by the Purchaser pursuant to the Bidding Procedures. Following the execution of this Agreement by Sellers, the Good Faith Deposit shall become nonrefundable upon the termination of this Agreement by Sellers pursuant to Section 9.1(d) (which such

termination right is restricted, as provided below) and shall be refunded to the Purchaser upon the termination of this Agreement for any other reason (subject to Section 9.3). At the Closing, Sellers and the Purchaser shall instruct the Escrow Holder to release the Good Faith Deposit (and any interest or income accrued thereon) to Purchaser. In the event the Good Faith Deposit becomes nonrefundable as provided herein before the Closing by reason of a termination pursuant to Section 9.1(d) or the last sentence of Section 9.3, the Escrow Holder shall promptly disburse the Good Faith Deposit and all interest or income accrued thereon to Sellers to be retained by Sellers for their own account. Sellers' retention of the Good Faith Deposit pursuant to the preceding sentence shall constitute liquidated damages for the Purchaser's breach, and, except for the loss of the Good Faith Deposit, the Purchaser shall not have any further liability to Sellers and Sellers shall not have any further remedy against Purchaser. If the transactions contemplated herein terminate in accordance with the termination provisions hereof by any reason other than pursuant to Section 9.1(d) (subject to Section 9.3), the Escrow Holder shall promptly return to the Purchaser the Good Faith Deposit (together with all income or interest accrued thereon).

3.4 Allocation of Purchase Price. Within 90 days following the Closing, Purchaser shall deliver to Sellers a schedule allocating the Purchase Price, Assumed Liabilities, and all other amounts treated as consideration for applicable tax purposes among the Purchased Assets in accordance with the principles set forth on Schedule 3.4 (the "Allocation"). Purchaser and Sellers shall cooperate in good faith to agree upon the Allocation within one-hundred twenty (120) days of the Closing Date, and Purchaser shall not take any position relating to the Allocation on any Tax Return, including Form 8594, or with any Governmental Authority without Sellers' prior written consent (such consent not be unreasonably withheld, conditioned, or delayed), except as required by law; provided that, if Purchaser and Seller cannot resolve any dispute with respect to the Allocation within one-hundred twenty (120) days of the Closing Date, each Party shall use its determination of the Allocation and neither Party shall be bound by the other Party's determination of the Allocation. In the event that any Governmental Authority disputes the Allocation, Sellers or the Purchaser, as the case may be, shall promptly notify the other Party of the nature of such dispute.

3.5 Closing Date. Upon the terms and conditions set forth in this Agreement the closing of the sale of the Purchased Assets and the assumption of the Assumed Liabilities contemplated hereby (the "Closing") shall take place at the offices of McGuireWoods located at 1251 6th Avenue, 20th Floor, New York, New York 10020, or alternatively, as Sellers and Purchaser may mutually agree, remotely via electronic delivery of documents and funds. The Closing shall occur as promptly as practicable, and at no time later than the third Business Day, following the date on which the conditions set forth in SECTION 8 have been satisfied or waived (other than the conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), or at such other place or time as the Purchaser and Sellers may mutually agree. The date and time at which the Closing actually occurs is hereinafter referred to as the "Closing Date."

3.6 Deliveries of the Purchaser. At or prior to the Closing, the Purchaser shall deliver to Sellers (or, if applicable, to the Administrative Agent or DIP Agent on behalf of the Lenders and DIP Lenders, respectively):

(a) the Assumption and Assignment Agreement, and each other Ancillary Document to which the Purchaser is a party, duly executed by the Purchaser;

(b) the officer's certificates required to be delivered pursuant to Section 8.3(a)(i) and (ii);

(c) the Assumed Debt Credit Documents, duly executed by the Purchaser and the other guarantors party thereto;

(d) if applicable, the documents and/or executed elections set out in Section 7.1; and

(e) such other assignments and instruments of assumption and transfer, in form reasonably satisfactory to Sellers, as Sellers may reasonably request.

3.7 Deliveries of Sellers. At or prior to the Closing, Sellers shall deliver to the Purchaser:

(a) the Bills of Sale, the Assumption and Assignment Agreement and each other Ancillary Document to which a Seller is a party, duly executed by each Seller;

(b) instruments of assignment of the Copyrights (the "Assignment of Copyrights"), Trademarks (the "Assignment of Trademarks") and Domain Name Registrations (the "Assignment of Domain Names") that are owned by each Seller and included in the Purchased Assets, if any, duly executed by the applicable Sellers, in form for recordation with the appropriate Governmental Authorities, in form and substance reasonably acceptable to the Parties, and any other assignments or instruments with respect to any Intellectual Property included in the Purchased Assets for which an assignment or instrument is required to assign, transfer and convey such assets to the Purchaser;

(c) a copy of the Sale Order entered by the Bankruptcy Court;

(d) a copy of the Canadian Sale Recognition Order entered by the Canadian Court;

(e) the officer's certificate required to be delivered pursuant to Section 8.2(a)(i), (ii) and (iii);

(f) a complete and duly executed IRS Form W-9 by each Seller that is not a Canadian Seller and form W8-BEN-E by each Canadian Seller, if and as applicable;

(g) instruments of assumption and assignment of the Assumed Real Property Leases in form and substance reasonably acceptable to the Parties (the "Assumption and Assignment of Leases"), duly executed by the applicable Sellers, in form for recordation with the appropriate public land records, if necessary, and any other related documentation or instruments necessary for the conveyance of any Assumed Real Property Lease;

(h) (i) all lease files for the Assumed Real Property Leases (including copies of any plans of the Leased Real Property that is the subject of any Assumed Real Property Lease), and (ii) keys or the access codes for any electronic security system located at the Leased Real Property that is the subject of any Assumed Real Property Lease;

(i) a certificate of good standing, or equivalent document, for each Seller, as certified as of a recent date by the applicable Governmental Authority;

(j) a certificate of an authorized Person of each Seller, dated the Closing Date, in form and substance reasonably satisfactory to the Purchaser, as to, with respect to such Seller, (i) such Seller's authorization to execute and perform its obligations under this Agreement and the Ancillary Documents to which such Seller is a party; and (ii) incumbency and signatures of the authorized Persons of such Seller executing this Agreement and any such Ancillary Documents;

(k) all instruments and documents necessary to release any and all Encumbrances (other than Permitted Encumbrances), including appropriate UCC financing statement amendments (including termination statements);

(l) if applicable, the documents and/or executed elections set out in Section 7.1; and

(m) such other documents and instruments as the Purchaser may reasonably require in order to effectuate the transactions contemplated by this Agreement.

SECTION 4
REPRESENTATIONS AND WARRANTIES OF SELLERS

As an inducement to the Purchaser to enter into this Agreement and to consummate the transactions contemplated hereby, except as set forth in the Schedules, each Seller hereby jointly and severally represents and warrants to the Purchaser as of the date hereof and as of the Closing as follows:

4.1 Organization of Sellers. Each Seller is an entity duly incorporated or organized, as the case may be, validly existing and in good standing (where such concept is recognized under applicable Legal Requirements) under the Legal Requirements of its jurisdiction of incorporation or formation and, except as a result of the Bankruptcy Case, has all necessary corporate (or equivalent) power and authority to own, lease and operate its properties (including the Purchased Assets) and to carry on its business (including the Business) as it is now being conducted and to perform its obligations hereunder and under any Ancillary Document, in each case, except as a result of the Bankruptcy Case, the Canadian Recognition Case (solely in respect of the Canadian Sellers) or as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.2 Subsidiaries. Except as set forth on Schedule 4.2, no Seller has any subsidiaries.

4.3 Authority of Sellers; No Conflict; Required Filings and Consents.

(a) Subject to (i) the Bankruptcy Case and to the extent that the Bankruptcy Court approval is required, including the Sale Order, and (ii) solely in respect of the Canadian Sellers, the Canadian Recognition Case and to the extent that any the Court approval is required, including the Canadian Sale Recognition Order, (A) each Seller has full power and authority to execute, deliver and perform its obligations under, and consummate the transactions contemplated by, this Agreement and each of the Ancillary Documents to which such Seller is a party, and to sell, transfer and assign the Purchased Assets to the Purchaser in accordance with the terms of this Agreement, (B) the execution, delivery and performance of this Agreement and such Ancillary Documents by such Seller, and consummation of the transactions contemplated hereby and thereby, have been duly authorized and approved by all required corporate (or equivalent) action on the part of such Seller and do not require any authorization or consent of any shareholders or members of such Seller that has not been obtained, and (C) this Agreement has been duly authorized, executed and delivered by such Seller and is the legal, valid and binding obligation of such Seller enforceable in accordance with its terms, and each of the Ancillary Documents to which such Seller is a party has been duly authorized by such Seller and upon execution and delivery by such Seller, will be a legal, valid and binding obligation of such Seller enforceable in accordance with its terms.

(b) Except for (i) the Bankruptcy Cases and to the extent that any Bankruptcy Court approval is required, including the Sale Order, and (ii) solely in respect of the Canadian Sellers, the Canadian Recognition Case and to the extent that any Canadian Court approval is required, including the Canadian Recognition Sale Order, and subject to receipt of the Governmental Consents, none of the execution and delivery of this Agreement or any of the Ancillary Documents by each Seller, the consummation by such Seller of any of the transactions contemplated hereby or thereby, or compliance with or fulfillment of the terms, conditions and provisions hereof or thereof by such Seller, will conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default or an event of default, or permit the acceleration of any Liability or loss of a material benefit, or result in the creation of any Encumbrance on any of the Purchased Assets (in each case with or without notice or lapse of time or both), under (i) any Organizational Document of such Seller, (ii) any Permits of such Seller, (iii) any Order to which such Seller is bound or any Purchased Asset is subject, (iv) any Legal Requirement affecting such Seller or the Purchased Assets, and (v) except as set forth on Schedule 4.3(b), any Assigned Contracts, subject to the payment of the Cure Costs.

4.4 Financial Statements. (a) A complete copy of the audited financial statements consisting of the balance sheet of Project Kenwood Acquisition, LLC as at December 31 in the year 2022 and the related statements of income and retained earnings, stockholders' equity and cash flow for the year then ended (the "Audited Financial Statements") and (b) unaudited financial statements of the business constituting the Purchased Assets consisting of statements of income for the twelve month period ending December 31, 2023, and the three-month period ending March 31, 2024 (the (b) being considered, the "Business Financial Statements") have been delivered to Purchaser. The Business Financial Statements are provided in accordance with GAAP. GAAP requires management to make certain estimates and assumptions that affect the reported amounts of revenue and expenses during the reported period. Actual results could differ from those estimates.

4.5 Title to the Purchased Assets; Sufficiency

(a) Sellers have good and valid title to, or, in the case of property leased or licensed by Sellers or its subsidiaries, a valid and subsisting leasehold interest in or a legal, valid and enforceable licensed interest in or right to use, all of the Purchased Assets, and, upon delivery to the Purchaser on the Closing Date of the instruments of transfer contemplated by Section 3.7, and subject to the terms of the Sale Order, will deliver the Purchased Assets free and clear of all Liabilities or Encumbrances, except for the Assumed Liabilities and Permitted Encumbrances.

(b) Except as set forth on Schedule 4.5(i), (i) (A) the buildings, plants, and structures on the Owned Real Property or the Leased Real Property for which a Seller is responsible for maintenance are structurally sound, and (B) the furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property (which for buses shall include only active in service buses) included in the Purchased Assets are in good operating condition and repair, and are adequate for the uses to which they are being put, and (ii) none of such buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. Except for (1) Excluded Contracts and Excluded leases; (2) the Seller Plans that are Excluded Assets; (3) Seller Employees to whom Purchaser does not offer employment pursuant to Section 7.2 of this Agreement; (4) the insurance policies and bank accounts of the Sellers that are not assumed by the Purchaser, and (5) letters of credit and performance bonds, the Purchased Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the Business as currently conducted.

4.6 Consent and Approvals. In addition to the Sale Order, Schedule 4.6 sets forth a true and complete list of each material consent, waiver, authorization or approval of any Governmental Authority or of any other Person, and each declaration to or filing or registration with any such Governmental Authority, that is required in connection with the execution and delivery of this Agreement and the Ancillary Documents by Sellers or the performance by Sellers of their obligations thereunder (together with the Sale Order, the "Governmental Consents").

4.7 Real Property.

(a) Owned Real Property. Schedule 4.7(a)(i) sets forth an accurate and complete list of the Owned Real Property (including street address and owner). Except for Permitted Encumbrances and except as set forth on Schedule 4.7(a)(i), at the Closing, Sellers will have good and marketable title in the Owned Real Property set forth on Schedule 4.7(a)(i). Except for Permitted Encumbrances and Encumbrances that will be removed pursuant to the Sale Order, at the Closing the Owned Real Property will not be subject to any other Encumbrances. Except as set forth on Schedule 4.7(a)(ii), there are no pending or, to Sellers' Knowledge, threatened condemnation proceedings relating to any of the Owned Real Property. No Seller has received any written notice from any Governmental Authority that any of the Improvements on the Owned Real Property or Sellers' use of the Owned Real Property violates any use or occupancy restrictions, any covenant of record or any zoning or building Legal Requirements. There is no party other than the Sellers in possession of any portion of the Owned Real Property, there are no options or rights of first refusal to purchase any portion of the Owned Real Property and no Contract grants any

Person (other than the Sellers or the Purchaser) the right of use or occupancy of any portion of the Owned Real Property, other than Permitted Encumbrances and matters disclosed in Schedule 4.7(a)(i). The Sellers have delivered to the Purchaser complete copies of all deeds and existing title insurance policies and, to the extent in the Sellers' possession, surveys of or pertaining to the Owned Real Property.

(b) Leased Real Property. Schedule 4.7(b) sets forth a true and complete list of (i) all Leases with respect to which a Seller is a lessee, sublessee, licensee or permittee (including all amendments, renewals, extensions, modifications or supplements thereto) and (ii) all Leases with respect to which a Seller is a lessor, in each case related to the Business (including all amendments, renewals, extensions, modifications or supplements thereto). All of the Assumed Real Property Leases are in full force and effect and are valid and enforceable against the Sellers, and, to the Knowledge of Sellers, each other party thereto, in accordance with their terms, except to the extent enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other Legal Requirements of general applicability relating to or affecting creditor's rights. No Seller has unilaterally released or waived any of its rights under any of the Assumed Real Property Leases to which it is a party. To the Sellers' Knowledge, no party to any Lease has committed any material violation, breach or default of any Lease other than a failure to pay (or failure to pay on time) amounts owed under such Lease. No Lease is subject to any Encumbrance, except Permitted Encumbrances. The Sellers have delivered to the Purchaser materially complete copies of each Lease (including all amendments, renewals, extensions, modifications or supplements thereto).

4.8 Regulatory Matters; Permits.

(a) All of the material Permits held by Sellers for the ownership and operation of the Business are in full force and effect (collectively, the "Material Permits"). Schedule 4.8(a) sets forth a true, complete and correct list of all Material Permits held by Sellers as of the Agreement Date.

(b) Sellers are in material compliance with their respective obligations under each of the Material Permits, and no condition exists that without notice or lapse of time or both would constitute a default under, or a violation of, any Material Permit except for such failures to be in compliance or defaults that would not have, individually or in the aggregate, a Material Adverse Effect.

(c) Each Material Permit is valid and in full force and effect and there is no Action, notice of violation, order of forfeiture or complaint against Sellers relating to any of the Material Permits pending or to the Knowledge of Sellers, threatened, before any Governmental Authority.

4.9 Litigation. Except as set forth on Schedule 4.9, as of the date hereof:

(a) there is no Action with a claim amount exceeding $25,000 pending or, to the Knowledge of Sellers, threatened against a Seller (with respect to the Business) or any of the Purchased Assets or the Business that if resolved adversely to a Seller would result in or that

would reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect; and

(b) there is no Order against a Seller (with respect to the Business), the Purchased Assets or any of the Assumed Liabilities that would result in or would reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect.

4.10 Vehicles.

(a) Schedule 4.10(a) contains the following information as of the date hereof:

(i) a list of all Purchased Vehicles; and

(ii) for each Purchased Vehicle, (A) owner or lessee thereof, (B) whether such Purchased Vehicle is owned or leased, (C) the respective vehicle identification number or equivalent thereof, (D) the manufacturer and model year, and (E) VIN Number.

(b) To Sellers' Knowledge, none of the Purchased Vehicles has been the subject of theft, loss, casualty, or destruction (except for such thefts, losses, casualties, and destruction that are within the range customarily experienced in the Ordinary Course of Business and would not result in or would reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect).

4.11 Intellectual Property; Data Privacy and Cybersecurity.

(a) Schedule 4.11(a) sets forth a true, correct and complete list, in all material respects, of all U.S. and foreign (i) issued Patents and pending applications for Patents; (ii) registered Trademarks and pending applications for Trademarks; (iii) registered Copyrights and pending applications for Copyrights; (iv) Software proprietary to any of the Sellers that is used in connection with the Business; and (v) all Domain Name Registrations, in each case that is owned by any Seller and used in connection with the Business. Sellers (x) own, or otherwise have a valid right to use, all of the Intellectual Property used in connection with the Business, and (y) exclusively own the Intellectual Property set forth on Schedule 4.11(a), and all such Intellectual Property is subsisting and, to the Knowledge of Sellers, valid and enforceable. Other than as set forth on Schedule 4.11(a), none of the Sellers is obligated to pay royalties to any Person for the use of any Intellectual Property, excluding royalties for the use of Software that is generally commercially available on standard terms.

(b) To the Knowledge of Sellers, (i) the operation and conduct of the Business by Sellers as currently conducted does not infringe, misappropriate or otherwise violate any Third Party Intellectual Property, and there has been no such claim or Action asserted or threatened in writing that has not been finally resolved, and (ii) no Person (including without limitation any current or former officer, director, employee, affiliate or contractor of any Seller), is infringing, misappropriating or otherwise violating any Intellectual Property owned by any Seller, or to which any Seller has any exclusive license in the operation of the Business, and no such claims or Actions have been asserted or threatened in writing that have not been finally resolved. There are no proceedings, investigations or governmental orders pending or, to the Knowledge of Sellers,

threatened against any Seller which challenge (A) the validity or ownership of any Intellectual Property owned by Sellers or (B) Sellers' right to use any Third Party Intellectual Property.

(c) Sellers have taken commercially reasonable measures to protect the confidentiality of their respective Trade Secrets, and there has not been any disclosure by any Seller of any material Trade Secret or other confidential or proprietary Intellectual Property.

(d) Schedule 4.11(d) sets forth a complete and accurate list of all Contracts granting Sellers rights in, or including grants to Sellers of rights in, Third Party Intellectual Property used in the operation of the Business. Except as set forth on Schedule 4.11(d), there are no Contracts, consents or stipulations to which any of the Sellers is subject which would prevent Purchaser after the Closing Date from using any of the Intellectual Property currently used in the operation of the Business, in connection with the operation of the Business as currently conducted.

(e) No item of the Intellectual Property set forth on Schedule 4.11(a) is subject to any proceeding or outstanding Order, stipulation or agreement restricting in any manner the use, transfer or licensing thereof by Sellers; and all necessary registration, maintenance and renewal fees currently due in connection with the registered and applied for the foregoing have been made and all necessary documents, recordations and certifications in connection with such items have been filed with the relevant patent, copyright, trademark or other authority in the United States and foreign jurisdictions, as the case may be, for the purpose of maintaining such Intellectual Property and maintaining Sellers' interest in and to the same.

(f) Since January 1, 2021, no Seller nor, to the Knowledge of the Sellers, any vendor of any Seller that has handled or had access to any Company Data or Business Systems, has experienced a Data Breach. Since January 1, 2021, no Seller has received any written or, to the Knowledge of the Sellers, oral claim or notice from any Person that a Data Breach may have occurred or is being investigated. Except as set forth in Schedule 4.11(f)(i), since January 1, 2021, Sellers have collected, stored, retained, maintained, transferred, destroyed and otherwise used all Company Data, and Sellers protect the security and integrity of their Company Data, Business Systems and financial transactions, in each case, in compliance in all material respects with all Privacy and Security Requirements. Except as set forth in Schedule 4.11(f)(ii), since January 1, 2021, no Seller has received any written or, to the Knowledge of the Sellers, oral claim or notice from any Person alleging that a Seller is not in compliance with any Privacy and Security Requirement. In connection with the Business, and except for the jurisdictions identified on Schedule 4.11(f)(iii), Sellers do not collect or transmit, and have not collected or transmitted, any Personal Information outside of the United States that would subject any Seller to any international Privacy and Security Laws. Since January 1, 2021, each Seller (i) has implemented and maintains commercially reasonable administrative, technical and physical safeguards, including the adoption, implementation and maintenance of a written information security program, incident response plan, vendor management policy and disaster recovery and business continuity practices, in each case designed to ensure the protection of Company Data, Business Systems and financial transactions against loss, interruption of use, destruction, damage and unauthorized access, use, acquisition and disclosure; (ii) performs routine vulnerability scans on its Business Systems; (iii) timely installs software security patches and other fixes to identified material information security vulnerabilities and (iv) maintains commercially reasonable cybersecurity insurance. Neither the execution, delivery or performance of this Agreement, nor the consummation of the

transactions contemplated herein, will violate any Privacy and Security Requirement, or require the consent of or notice to any Person with respect to the use or transfer of such Person's Personal Information. The Business Systems are reasonably sufficient in all material respects for the operation of the Business. With respect to the Business Systems, the Sellers have taken reasonable steps to provide for the back-up and recovery of all data and information necessary to the operation of the Purchased Assets.

4.12 Material Contracts and Agreements. Schedule 4.12 sets forth a list of all of the Assumed Contracts pursuant to which a Seller receives payment and a list of all Assumed Contracts pursuant to which a Seller makes payment to the counterparty (together, the "Material Contracts"). All of the Material Contracts are in full force and effect and are valid and enforceable against the applicable Seller, and, to the Knowledge of Sellers, each other party thereto, in accordance with their terms, except to the extent enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other Legal Requirements of general applicability relating to or affecting creditor's rights. No Seller, or to Seller's Knowledge, any other party to any Material Contract is in breach of or default under (or is alleged to be in breach of or default under) in any material respect or has provided any notice of any intention to terminate any Material Contract other than a failure to pay (or failure to pay on time) amounts owed under such Material Contract. Materially complete and correct copies of all Material Contracts have been made available to Purchaser. There are no material disputes pending or threatened under any Material Contract. No Seller has unilaterally released or waived any of its rights under any of the Material Contracts to which it is a party.

4.13 Labor Relations. Schedule 4.13(i) identifies any collective bargaining agreement covering Seller Employees to which any Seller is a party (the "Collective Bargaining Agreements"). Except as would not reasonably be expected to have a Material Adverse Effect, individually or in the aggregate, (a) each Seller is in compliance with all Legal Requirements applicable to the Seller Employees respecting employment and employment practices, employment standards, terms and conditions of employment, employment equity, occupational health and safety, workers compensation, and wages and hours (including those relating to exempt/non-exempt classification of employees); (b) no Seller has engaged in any unfair labor practice and no Seller has received written notice of any unfair labor practice complaint pending before any Governmental Authority with respect to any of the Seller Employees; (c) no Seller has received notice that any pending representation petition, certification, or interim certification respecting the Seller Employees has been filed with any Governmental Authority; (d) the applicable Seller is in compliance with its obligations under the Collective Bargaining Agreements; (e) to Seller's Knowledge, no Action arising out of or under the Collective Bargaining Agreement, or in respect of any Seller Employees, is pending against any Seller; and (f) there is no labor strike, slowdown, work stoppage, or lockout actually pending or, to Sellers' Knowledge, threatened against any Seller in respect of the Purchased Assets. Except as set forth on Schedule 4.13(ii), there are no Contracts with any Seller Employee for employment or for severance, termination, retention, change of control or similar payments other than employment Contracts for indefinite duration that are terminable without cause (and without any obligations arising from such termination without cause).

4.14 Employee Benefits.

(a) Schedule 4.14(a) lists each Seller Plan (or any benefit plans, programs or arrangements of an ERISA Affiliate that would be a Seller Plan if such ERISA Affiliate were a Seller) (i) that is, or has been within the past six (6) years, a "pension plan" (as defined in Section 3(2) of ERISA) that is or was subject to Title IV Plan or subject to Sections 412 or 430 of the Code; (the "Title IV Plan") (ii) that is maintained by more than one employer within the meaning of Section 413(c) of the Code; or (iii) that is subject to Sections 4063 or 4064 of ERISA. No Seller Plan is (A) a "multiple employer welfare arrangement" as defined in Section 3(40) of ERISA; or (B) an "employee pension benefit plan" (within the meaning of Section 3(2) of ERISA) that is not intended to be qualified under Section 401(a) of the Code.

(b) (i) No Seller or ERISA Affiliate has terminated any Title IV Plan or a Canadian Defined Benefit Plan within the last six (6) years or incurred any outstanding liability under Section 4062 of ERISA to the PBGC, or to a trustee appointed under Section 4042 of ERISA; (ii) all premiums due to the PBGC with respect to the Title IV Plans (excluding any Multiemployer Plan) set forth in Schedule 4.14(a) have been timely and completely paid; (iii) no Seller or ERISA Affiliate has filed a notice of intent to terminate any Title IV Plan set forth in Schedule 4.14(a) and has not adopted any amendment to treat such Title IV Plan as terminated, except to the extent expressly contemplated by this Agreement; and (iv) the PBGC has not instituted, or to Sellers' Knowledge, threatened to institute, proceedings to treat any Title IV Plan set forth in Schedule 4.14(a) as terminated.

(c) No Seller nor any ERISA Affiliate has, within the past six (6) years, withdrawn from a Multiemployer Plan in a "complete withdrawal" or a "partial withdrawal" as defined in Sections 4203 and 4205 of ERISA, respectively, so as to result in an unsatisfied liability, contingent or otherwise (including the obligations pursuant to an agreement entered into in accordance with Section 4204 of ERISA), of a Seller or such ERISA Affiliate, except to the extent expressly contemplated by this Agreement.

(d) Schedule 4.14(d) sets forth each Seller Plan. For each Seller Plan or Multiemployer Plan that is sponsored by a Seller or an ERISA Affiliate, Sellers have made available to the Purchaser a copy of such plan (or a description thereof if such plan is not written). Seller has made available to the Purchaser true and complete copies of the following documents, including all amendments thereto, relating to each Seller Plan that is sponsored by Seller or an ERISA Affiliate (but, for the avoidance of doubt, not for Seller Plans to which Seller or an ERISA Affiliate contribute but that are not sponsored by Seller or an ERISA Affiliate), to the extent applicable: (i) copies of the most IRS determination letter or advisory or opinion letter with respect to each such Seller Plan intended to qualify under Section 401(a) of the Code; (ii) copies of the most recent (A) summary plan descriptions and all material modifications thereto and (B) member booklets provided to the Seller Employees performing services in Canada (in English and in French, where prepared in both languages); (iii) all trust agreements, insurance Contracts and other documents relating to the funding or payment of benefits under any Seller Plan; (iv) the non-discrimination testing results for the past three (3) plan years; (v) any material correspondence with any Governmental Authority with respect to any Seller Plan; (vi) the Forms 1094 and 1095 for the past three (3) years; and (vii) the most recent actuarial reports, letters of credit, financial statements and asset statements.

(e) Each Seller Plan has been maintained in form and operation, in compliance, in all material respects, with the terms of such Seller Plan and the requirements prescribed by all statutes, orders, or governmental rules or regulations currently in effect, including ERISA the Code, and the *Canadian Tax Act,* as applicable to such Seller Plan. Each Seller Plan that is intended to be qualified within the meaning of Section 401(a) of the Code has received a favorable determination letter or, with respect to a prototype or volume submitter plan, can rely on an opinion letter from the IRS to the prototype or volume submitter plan sponsor, to the effect that such plan is so qualified and that the plan and the trust related thereto are exempt from federal income taxes under Section 401(a) and 501(a), respectively, of the Code; and nothing has occurred since the date of such determination or opinion letter that could adversely affect the qualified status of any Seller Plan.

(f) Except as set forth on Schedule 4.14(f), there do not exist any pending or, to the Sellers' Knowledge, threatened claims (other than routine claims for benefits), suits, actions, disputes, audits, or investigations with respect to any of the Seller Plans or any fiduciary or assets thereof. The Seller has not participated in any voluntary compliance or self-correction program established by the IRS under the Employee Plans Compliance Resolution System, or entered into a closing agreement with the IRS with respect to the form or operation of any Seller Plan.

(g) Each Seller Plan that is a "group health plan" within the meaning of Section 5000(b)(1) of the Code is in compliance with the applicable requirements of the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010, including the market reform mandates and the information reporting rules. The Seller has offered minimum essential health coverage, satisfying affordability and minimum value requirements, to its full-time employees sufficient to avoid liability for assessable payments under Sections 4980H(a) and 4980H(b) of the Code. The Seller has complied with the applicable reporting requirements under Sections 6055 and 6056 of the Code.

(h) Neither the Seller nor any ERISA Affiliate (i) have any obligation to provide health benefits to any employee following termination of employment, except continuation coverage required under Section 4980B of the Code (or equivalent state Law) with costs for such coverage paid solely by such employee; or (ii) provides health and welfare benefits with respect to any current or former participant employed or engaged, or last employed or engaged, in Canada following such participant's retirement or other termination of service, except to the minimum extent required by applicable Canadian employment standards legislation.

(i) There have been no prohibited transactions or breaches of any of the duties imposed on "fiduciaries" (within the meaning of Section 3(21) of ERISA) by ERISA with respect to the Seller Plans that could reasonably result in any liability or excise tax under ERISA or the Code being imposed on any Seller.

(j) Each Seller Plan that is subject to Section 409A of the Code has been administered in compliance with its terms and the operational and documentary requirements of Section 409A of the Code and all applicable regulatory guidance (including notices, rulings, and proposed and final regulations) thereunder; and Sellers do not have any obligation to "gross up" any Person for any Taxes under Section 409A of the Code.

(k) Neither the execution and delivery of this Agreement by Sellers nor the consummation of the transactions contemplated hereby will: (i) entitle any current or former employee of Sellers to severance pay, unemployment compensation, benefits, incentive compensation, or any similar payment; (ii) accelerate the time of payment or vesting or increase the amount of any compensation due to any such employee or former employee; (iii) require any contributions or payments to fund any obligations under any Seller Plan; or (iv) directly or indirectly result in any payment made to or on behalf of any Person to constitute a "parachute payment" within the meaning of Section 280G of the Code; and the Seller does not have any obligation to "gross up" any Person for any Taxes under Section 4999 of the Code.

(l) No Seller Plan is, has ever been, or is intended to be (i) a "registered pension plan" as defined in subsection 248(1) of the *Canadian Tax Act* that contains a "defined benefit provision" as defined in subsection 147.1(1) of the *Canadian Tax Act* (each, a "Canadian Defined Benefit Plan"); (ii) a "multi-employer plan" as defined in subsection 147.1(1) of the *Canadian Tax Act*; (iii) a "deferred profit sharing plan" as defined in subsection 248(1) of the *Canadian Tax Act*; or (iv) an "employee life and health trust" as defined in subsection 248(1) of the *Canadian Tax Act*.

(m) No Seller Plan is intended to be or has ever been found or alleged by a Governmental Authority to be a "salary deferral arrangement" within the meaning of the *Canadian Tax Act* or a "retirement compensation arrangement" as defined in subsection 248(1) of the *Canadian Tax Act*.

4.15 Brokers. Except for Houlihan Lokey, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any Ancillary Document based upon arrangements made by or on behalf of Seller.

4.16 Insurance. Schedule 4.16 sets forth (a) a true and complete list of all current policies or binders of fire, liability, product liability, umbrella liability, real and personal property, workers' compensation, vehicular, fiduciary liability and other casualty and property insurance maintained by Seller or its Affiliates and relating to the Business, the Purchased Assets or the Assumed Liabilities (collectively, the "Insurance Policies"); and (b) with respect to the Business, the Purchased Assets or the Assumed Liabilities, a list of all pending claims and the claims history for Seller since January 1, 2020. Except as set forth on Schedule 4.16, there are no claims related to the Business, the Purchased Assets or the Assumed Liabilities pending under any Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. Neither Seller nor any of its Affiliates has received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any of the Insurance Policies. All premiums due on the Insurance Policies have either been paid or, if not yet due, accrued. All the Insurance Policies (a) are in full force and effect and enforceable in accordance with their terms; (b) are provided by carriers who are financially solvent; and (c) have not been subject to any lapse in coverage. None of Seller or any of its Affiliates is in default under, or has otherwise failed to comply with, in any material respect, any provision contained in any Insurance Policy. Except with respect to those Insurance Policies renewed within the last forty-five (45) days (copies of which have not yet been provided to Sellers), true and complete copies of the Insurance Policies have been made available to Purchaser.

4.17 Inventory**.** All Inventory consists of a quality and quantity usable and salable in the Ordinary Course of Business consistent with past practice, except for obsolete, damaged, defective or slow-moving items that have been written off or written down to fair market value or for which adequate reserves have been established. All Inventory that is owned by Sellers, and no Inventory is held on a consignment basis. The quantities of each item of Inventory (whether raw materials, work-in-process or finished goods) are not excessive, but are reasonable in the present circumstances of Sellers.

4.18 Accounts Receivable. The Accounts Receivable (a) have arisen from bona fide transactions entered into by Seller involving the sale of goods or the rendering of services in the ordinary course of business consistent with past practice; and (b) constitute only valid, undisputed claims of Seller not subject to claims of set-off or other defenses or counterclaims other than normal cash discounts accrued in the ordinary course of business consistent with past practice. The reserve for bad debts shown on the accounting records of the Sellers have been determined in accordance with GAAP, consistently applied, subject to normal year-end adjustments and the absence of disclosures normally made in footnotes.

4.19 Environmental. Except as set forth on Schedule 4.19:

(a) Sellers are currently, and for the past five (5) years have been, in compliance in all material respects with all applicable Environmental Laws and Permits authorized or issued pursuant to any Environmental Laws.

(b) Sellers have not released, and to the Knowledge of Sellers there has been no Release, of any Regulated Substances on, at, under, or from the Owned Real Property or Leased Real Property in material violation of Environmental Laws or in a manner giving rise to material liability under Environmental Laws, in each case as to one or more of Sellers.

(c) There are no pending or unresolved claims or legal proceedings in connection with any actual or alleged violations of or liability under any Environmental Law, and, within the past five (5) years, Sellers have not received written notice of any pending or threatened claims by any Governmental Authority, or received written notice of threatened legal proceedings, alleging material violations of or material liability under any Environmental Law, in each case with respect to the Owned Real Property or the Leased Real Property or the operations undertaken by Sellers thereon.

(d) Sellers have made available to Purchaser all material environmental reports, investigations, assessments, and audits possessed or under the control of the Sellers and related to the environmental condition of the Owned Real Property or Leased Real Property or any facilities located thereon.

(e) To the Knowledge of Sellers, none of the Owned Real Property or Leased Real Property is subject to the New Jersey Industrial Site Recovery Act, or any rules or regulations promulgated thereunder.

4.20 Tax. Except as set forth on Schedule 4.20, each Seller has prepared and duly and timely filed all material Tax Returns required to be filed by it (taking into account extensions) with respect to the Business and the Purchased Assets, and all such Tax Returns are true, complete, and

correct in all material respects. Each Seller has paid all material Taxes which were due and payable by it within the time required by applicable Legal Requirement or made adequate provision in the Business Financial Statements for such material Taxes, other than such Taxes the nonpayment of which is required under applicable Legal Requirements. None of the Sellers is subject to any audits or investigations relating to the payment of or failure to pay a material amount of Taxes with respect to the Business or the Purchased Assets. Each Canadian Seller has duly and timely deducted, charged, collected or withheld all material Taxes required by applicable Legal Requirements to be deducted, charged, collected or withheld by it (taking into account extensions) with respect to the Business and the Purchased Assets, and has paid or remitted such amounts to the appropriate Governmental Authority when due or made adequate provision in the Business Financial Statements for such material Taxes, other than such Taxes the nonpayment of which is required under applicable Legal Requirements, in the form required under applicable Legal Requirements.

4.21 NO OTHER REPRESENTATIONS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4 (AS MODIFIED BY THE SCHEDULES), NO SELLER MAKES ANY REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AT LAW OR IN EQUITY, IN RESPECT OF ANY OF ITS ASSETS (INCLUDING THE PURCHASED ASSETS), LIABILITIES (INCLUDING THE ASSUMED LIABILITIES) OR THE BUSINESS, INCLUDING WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY SUCH OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND NONE SHALL BE IMPLIED AT LAW OR IN EQUITY. NEITHER SELLERS NOR ANY OTHER PERSON, DIRECTLY OR INDIRECTLY, HAS MADE OR IS MAKING, ANY REPRESENTATION OR WARRANTY, WHETHER WRITTEN OR ORAL, REGARDING FINANCIAL PROJECTIONS OR OTHER FORWARD-LOOKING STATEMENTS OF ANY SELLER.

SECTION 5
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

As an inducement to Sellers to enter into this Agreement and to consummate the transactions contemplated hereby, the Purchaser hereby represents and warrants to Sellers as of the date hereof and as of the Closing as follows:

5.1 Organization and Authority of the Purchaser. (a) Each of Newco USA and Newco Canada is an entity duly incorporated or organized, as the case may be, validly existing and in good standing (where such concept is recognized under applicable Legal Requirement) under the Legal Requirements of its jurisdiction of incorporation or formation and has all necessary corporate (or equivalent) power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted and to perform its obligations hereunder and under any Ancillary Document to which it is a party. The execution, delivery and performance of this Agreement and such Ancillary Documents by the Purchaser have been duly authorized and approved by all required action on the part of the Purchaser and do not require any further authorization or consent of the Purchaser or its members. This Agreement has been duly authorized, executed and delivered by the Purchaser and is the legal, valid and binding agreement of the Purchaser enforceable against the Purchaser in accordance with its terms, and each Ancillary Document to which the Purchaser is a party has been duly authorized by the Purchaser and upon

execution and delivery by the Purchaser will be a legal, valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or other similar Legal Requirements affecting creditors rights generally.

(b) Neither the execution and delivery of this Agreement or any of such Ancillary Documents nor the consummation of any of the transactions contemplated hereby or thereby nor compliance with or fulfillment of the terms, conditions and provisions hereof or thereof will:

(i) conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default, or an event of default under (A) the Purchaser's Organizational Documents, (B) any Order to which the Purchaser is a party or by which it is bound or (C) any Legal Requirement affecting the Purchaser; or

(ii) require the approval, consent, authorization or act of, or the making by the Purchaser of any declaration, filing or registration with, any Person, other than filings with the Bankruptcy Court and other applicable Governmental Authorities.

5.2 Litigation. There are no pending or, to the knowledge of the Purchaser, threatened Actions by any Person or Governmental Authority against or relating to the Purchaser (or any Affiliate of the Purchaser) or by the Purchaser or their respective assets or properties are or may be bound that, if adversely determined, would reasonably be expected to have a material adverse effect on the ability of the Purchaser to perform its obligations under this Agreement and the Ancillary Documents to which it is a party, for the Purchaser to assume and perform the Assumed Liabilities or for the Purchaser to consummate on a timely basis the transactions contemplated hereby or thereby.

5.3 No Brokers. Except as set forth on Schedule 5.3, neither the Purchaser nor any Person acting on its behalf has paid or become obligated to pay any fee or commission to any broker, finder or intermediary for or on account of the transactions contemplated by this Agreement for which a Seller is or will become liable, and the Purchaser shall hold harmless and indemnify Sellers from any claims with respect to any such fees or commissions.

5.4 Adequate Assurances Regarding Assigned Contracts; Good Faith. As of the Closing, the Purchaser will be capable of satisfying the conditions contained in section 365(b)(1)(C) of the Bankruptcy Code with respect to the Assigned Contracts. To the Purchaser's knowledge, there exist no facts or circumstances that would cause, or be reasonably expected to cause, the Purchaser and/or its Affiliates not to qualify as "good faith" purchasers under section 363(m) of the Bankruptcy Code.

5.5 Ownership of Sellers. Neither Purchaser nor any Affiliate thereof holds directly or indirectly, any beneficial or other ownership interest in any Seller or their respective securities.

5.6 Financial Capability.

(a) Debt Commitment Letter.

(i) The Purchaser has delivered to Sellers a true, accurate and complete copy of the fully executed debt commitment letter dated the date hereof, including all amendments, exhibits, attachments, appendices and schedules thereto as of the date hereof (the "Debt Commitment Letter") from the Lenders and the DIP Lenders, relating to the commitment of the Lenders and the DIP Lenders, upon the terms and subject to the conditions set forth therein, to lend Purchaser the Assumed Secured Debt and the other amounts set forth therein (the "Debt Financing") for the purpose of consummating the transactions contemplated hereby and the other matters set forth therein; provided that, the economic terms in a copy of any fee letter delivered pursuant hereto may be redacted.

(b) Conditions Precedent; Contingencies. Except as expressly set forth in the Debt Commitment Letter, there are (i) no conditions precedent to the obligations of the counterparties thereto to provide the full amount of the Debt Financing; and (ii) no contingencies that would permit the parties thereto to modify the terms and conditions of the Debt Financing. Other than the Debt Commitment Letters, there are no other Contracts or other undertakings between any of the providers of the Debt Financing or their respective Affiliates, on the one hand, and Purchaser and its Affiliates, on the other hand, with respect to the Debt Financing (other than a fee letter with the providers of the Debt Financing, a redacted copy of which has been provided to Sellers).

(c) Sufficient Funds. Assuming the conditions set forth in Sections 8.1 and 8.2 are satisfied, the Debt Financing, when funded and consummated in accordance with the Debt Commitment Letter, including with respect to the Assumed Secured Debt, shall provide Purchaser with acquisition financing on the Closing Date that is sufficient to consummate the transactions contemplated hereby and fund all costs and expenses required to be paid by Purchaser at the Closing.

(d) Validity. As of the date hereof, the Debt Commitment Letters (i) is in full force and effect and is a legal, valid, binding and enforceable obligation of the Purchaser, Equity Investor and, to the knowledge of the Purchaser, Lenders and the DIP Lenders, as applicable, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other Legal Requirements affecting creditors' rights generally and except insofar as the availability of equitable remedies may be limited by applicable Legal Requirements, and (ii) has not been withdrawn or terminated or otherwise amended or modified in any respect, and no amendment or modification thereof is contemplated. As of the date hereof, neither the Purchaser, nor to the knowledge of the Purchaser, any other party to any of the Debt Commitment Letter is in default or breach of the Debt Commitment Letter.

5.7 Investment Canada Act. The Purchaser is a "WTO investor" that is not a "state-owned enterprise" within the meaning of the Investment Canada Act.

5.8 No Inducement or Reliance: Independent Assessment. The Purchaser acknowledges that none of the Sellers or any of their respective Affiliates nor any other Person

(including the Administrative Agent, the DIP Agent, the Lenders and the DIP Lenders) is making, and the Purchaser is not relying on, any representations or warranties whatsoever, statutory, expressed or implied, written or oral, at law or in equity, beyond those expressly made by Sellers in Section 4 hereof (as modified by the Schedules). The Purchaser acknowledges that, except as expressly set forth in Section 4 (as modified by the Schedules), none of the Sellers or any of their respective Affiliates nor any other Person has, directly or indirectly, made any representation or warranty, statutory, expressed or implied, written or oral, at law or in equity, as to the accuracy or completeness of any information that any Seller furnished or made available to the Purchaser and its Representatives in respect of the Purchased Assets, and Sellers' operations, assets, stock, Liabilities, condition (financial or otherwise) or prospects. The Purchaser acknowledges that none of the Sellers or any of their respective Affiliates nor any other Person (including the Administrative Agent, the DIP Agent, the Lenders and the DIP Lenders), directly or indirectly, has made, and the Purchaser has not relied on, any representation or warranty, whether written or oral, regarding the pro-forma financial information, financial projections or other forward-looking statements of Seller, and the Purchaser will make no claim with respect thereto. The Purchaser acknowledges that, except for the representations and warranties expressly made by Sellers in Section 4 hereof (as modified by the Schedules) the Purchased Assets are being transferred on an "AS IS, WHERE IS" and "WITH ALL FAULTS" basis. None of Sellers or any other Person (including any officer, director, member or partner of Sellers or any of their Affiliates) shall have or be subject to any liability to the Purchaser, or any other Person, resulting from the Purchaser's use of any information, documents or material made available to the Purchaser in any "data rooms," management presentations, due diligence or in any other form in expectation of the transactions contemplated hereby or by the other Ancillary Documents, except for the representations and warranties expressly made by Sellers in Section 4 hereof (as modified by the Schedules).

SECTION 6
ACTION PRIOR TO THE CLOSING DATE

6.1 Access to Information.

(a) Sellers agree that, between the Agreement Date and the earlier of the Closing Date and the date on which this Agreement is terminated in accordance with its terms, Sellers shall (i) permit the Purchaser's Representatives reasonable access during regular business hours and upon reasonable notice, to the offices, properties, agreements and other documentation and financial records of Sellers relating to the Business, the Purchased Assets, the Assumed Liabilities and/or the Seller Employees to the extent the Purchaser reasonably requests provided access shall not include any invasive testing of any Leased Real Property or Owned Real Property; and (ii) permit the Purchaser's Representatives to contact, or engage in any discussions or otherwise communicate with, the Seller Employees, and reasonably cooperate with the Purchaser's Representatives in facilitating such communications (including by way of on-site visits and interviews). Sellers shall use commercially reasonable efforts to cause their respective Representatives to reasonably cooperate with the Purchaser and the Purchaser's Representatives in connection with such investigations and examinations, and the Purchaser shall, and use its commercially reasonably efforts to cause its Representatives to, reasonably cooperate with the Sellers and their Representatives, and shall use their commercially reasonable efforts to minimize any disruption to the operation of the Business or the Purchased Assets. All confidential documents

and information concerning the Business furnished to the Purchaser or its Representatives in connection with the transactions contemplated by this Agreement and the other Ancillary Documents are subject to the terms and conditions of that certain Confidentiality Agreement dated February 20, 2024, by and between Coach USA, Inc. and The Renco Group, Inc.

(b) Notwithstanding the foregoing but subject in all respects to the Bidding Procedures Order, this Section 6.1 shall not require any Seller to permit any access to, or to disclose (i) any information that, in the reasonable, good faith judgment (after consultation with counsel, which may be in-house counsel) of Sellers, is reasonably likely to result in any violation of any Legal Requirement or any Contract to which any Seller is a party or cause any privilege (including attorney-client privilege) or work product protection that any Seller would be entitled to assert to be waived, (ii) any information that is competitively sensitive, or (iii) if the Sellers, on the one hand, and the Purchaser or any of its Affiliates, on the other hand, are adverse parties in any Action, any information that is reasonably pertinent thereto; provided, that, in the case of clause (i), the Parties shall reasonably cooperate in seeking to find a way to allow disclosure of such information to the extent doing so would not (in the good faith belief of Sellers (after consultation with counsel, which may be in-house counsel)) be reasonably likely to result in the violation of any such Legal Requirement or Contract or be reasonably likely to cause such privilege or work product protection to be undermined with respect to such information and in the case of clause (ii), the Parties shall reasonably cooperate in seeking to find a way to allow disclosure of such information to the extent doing so could reasonably (in the good faith belief of Sellers (after consultation with counsel, which may be in-house counsel)) be managed through the use of customary "clean-room" arrangements pursuant to which non-employee Representatives of the Purchaser could be provided access to such information.

6.2 Transferred Personal Information.

(a) For purposes of this Section 6.2, "Transferred Information" means the Personal Information to be disclosed or conveyed to the Purchaser by or on behalf of the Sellers as a result of or in conjunction with the transaction contemplated herein and includes all such Personal Information disclosed to the Purchaser on or prior to the Closing Date.

(b) Prior to the Closing Date, the Purchaser covenants and agrees to: (i) use and disclose the Transferred Information solely: (A) for the purpose of reviewing and completing the transaction contemplated herein, including for the purpose of determining to complete such transaction; and (B) where the determination is made to proceed with the transaction, to complete it; (ii) to protect the Transferred Information by security safeguards appropriate to the sensitivity of the information; and (iii) return or destroy the Transferred Information, at the option of the Seller, should the transaction contemplated herein not be completed.

(c) Following the Closing Date, the Purchaser covenants and agrees to: (i) use and disclose the Transferred Information solely for those purposes for which consent was obtained by the Sellers, or as otherwise required or permitted by applicable Legal Requirements, unless further consent is obtained by the Sellers from the individuals in question; and (ii) notify the individuals to whom the Transferred Information relates, within a reasonable period of time after the Closing Date, that the transaction has been completed and that the Transferred Information has been disclosed to the Purchaser.

(d) The Sellers covenant and agree to inform the Purchaser of the purposes for the collection, use and disclosure of the Transferred Information with respect to which consent was obtained from the individuals to which such information relates if Purchaser collects and records when consent was obtained and when it was not.

6.3 Governmental Approvals.

(a) Without prejudice to the Purchaser's obligations set forth in Section 6.3(c) and subject to the terms and conditions of this Agreement, Sellers and the Purchaser agree to use their respective commercially reasonable efforts to take, or cause to be taken, all appropriate actions, to do, or cause to be done, and assist and cooperate with the other Parties in doing, all things necessary, proper or advisable to consummate and make effective the transactions contemplated hereby, including to satisfy the respective conditions set forth in SECTION 8.

(b) In furtherance and not in limitation of the foregoing, Sellers and the Purchaser agree:

(i) to comply promptly with all Legal Requirements that may be imposed on it with respect to this Agreement and the transactions contemplated hereby by (A) the Surface Transportation Board established under 49 U.S.C. ss.10101 et seq. or any successor agency (the "STB"), including filing, or causing to be filed, as promptly as practicable but in any event within ten Business Days of the Agreement Date, any required notification and report forms, (B) the Federal Motor Carrier Safety Administration ("FMCSA") and/or (C) any Governmental Authority;

(ii) to supply as promptly as practicable any additional information and documentary material that may be requested by the STB or the FMCSA and/or any other Governmental Authority, and to take all other actions necessary, proper or advisable to cause the expiration or termination of the applicable waiting periods under the regulations of the STB; and

(iii) to obtain any consent of the STB or FMCSA, or other Governmental Authority required to be obtained or made by Sellers or the Purchaser, or any of their respective Affiliates in connection with the transactions contemplated hereby or the taking of any action contemplated by this Agreement.

(c) Without limiting the generality of the undertakings in subsection (a) of this Section 6.3 and subject to appropriate confidentiality protections and applicable Legal Requirements, Sellers and the Purchaser shall each cooperate with each other and furnish to the other such necessary information and reasonable assistance as the other Party may request in connection with the foregoing and, subject to applicable Legal Requirements, shall each promptly provide counsel for the other Party with copies of all filings made by such Party, and all correspondence between such party (and its Representatives) with the STB, FMCSA, or other Governmental Authority and any other information supplied by such Party and such Party's Affiliates to the STB, FMCSA, or other Governmental Authority in connection with this Agreement and the transactions contemplated hereby. Each Party shall, subject to applicable Legal Requirements, permit counsel for the other Party to review in advance any proposed written communication to the STB, FMCSA, or other Governmental Authority and consult with each other

in advance of any meeting or telephone conference with, the STB, FMCSA, or other Governmental Authority or, in connection with any Action by a private party, with any other Person, and to the extent permitted by the STB, FMCSA or other Person or Governmental Authority, give the other Party the opportunity to attend and participate in such meetings and telephone conferences, in each case in connection with any Action relating to the transactions contemplated hereby; provided, however, that no Party hereto shall be required to provide any other Party with copies of confidential documents or information included in its filings and submissions required by the STB, provided, further, that a Party hereto may request entry into a joint defense agreement as a condition to providing any such materials and that, upon receipt of that request, the Parties shall work in good faith to enter into a joint defense agreement to create and preserve attorney-client privilege in a form and in substance mutually acceptable to the Parties.

(d) The filing fees under the regulations of the STB or FMCSA shall be borne solely by the Purchaser.

6.4 Conduct of Business Prior to the Closing Date. From and after the date hereof until the earlier of the Closing Date and the termination of this Agreement in accordance with the terms of Section 9 hereof, Sellers shall maintain, operate, and carry on the Business only in the Ordinary Course of Business, except as otherwise expressly required by this Agreement or the Bankruptcy Case or with the consent of the Purchaser, which consent shall not be unreasonably withheld, conditioned, or delayed. Consistent with the foregoing and to the extent permitted or required in the Bankruptcy Case, Sellers shall use commercially reasonable efforts to (a) continue operating the Business as a going concern, and (b) maintain the Purchased Assets and the assets and properties of, or used by, Sellers relating to the Business consistent with the assumptions set forth in the Approved Budget (as defined in the DIP Credit Agreement) prepared by Sellers pursuant to the DIP Credit Agreement and approved by the Bankruptcy Court. In a manner that is reasonable and consistent with a debtor in possession, Sellers shall use commercially reasonable efforts to maintain the Purchased Vehicles in good operating condition, reasonable wear and tear excepted. Notwithstanding anything to the contrary in this Section 6.4, the pendency of the Bankruptcy Case and the effects thereof shall in no way be deemed a breach of this Section 6.4. Without limiting the foregoing, without the prior written consent of Purchaser, except as set forth in Schedule 6.4, each Seller agrees that it shall not take any of the following actions (as each pertains to or is related to the Purchased Assets or the Assumed Liabilities):

(a) fail to perform any obligations, make any material modification, amendment or extension with respect to any Assigned Contract or terminate any Assigned Contract;

(b) cancel, terminate, fail to file to renew or maintain, materially amend, modify or change any Permit;

(c) except to the extent consistent with the assumptions set forth in the Approved Budget (as defined in the DIP Credit Agreement) prepared by Sellers pursuant to the DIP Credit Agreement and approved by the Bankruptcy Court, fail to pay debts and other obligations of arising out of the Purchased Assets (other than Taxes) arising after the Petition Date when due;

(d) except to the extent consistent with the assumptions set forth in the Approved Budget (as defined in the DIP Credit Agreement) prepared by Sellers pursuant to the DIP Credit Agreement and approved by the Bankruptcy Court, fail to pay Taxes with respect to the Purchased Assets arising after the Petition Date for which Purchaser would be liable (other than Taxes not yet due and payable);

(e) fail to continue to perform all requirements for eligibility to recover/receive economic benefits/support pursuant to the Statewide Mass Transportation Operating Assistance Program;

(f) fail to timely pay each Seller Employee all wages (including overtime, other paid time off and vacation pay) owed to such Persons;

(g) terminate except for just cause the employment of any Seller Employee earning an annual compensation of $100,000 or more; or

(h) sell, assign, transfer, convey, license or dispose of any Purchased Assets or incur any Encumbrances on any Purchased Assets (other than Permitted Encumbrances) or allow any Purchased Assets to become subject to any Encumbrance (other than Permitted Encumbrances).

6.5 Notification of Breach; Disclosure. Each Party shall promptly notify the other of any event, condition or circumstance of which such Party becomes aware prior to the Closing Date that would cause, or would reasonably be expected to cause, a violation or breach of this Agreement (or a breach of any representation or warranty contained in this Agreement) that would constitute a failure of a closing condition set forth in Section 8. During the period prior to the Closing Date, each Party will promptly advise the other in writing of any written notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement. It is acknowledged and understood that no notice given pursuant to this Section 6.5 shall have any effect on the representations, warranties, covenants or agreements contained in this Agreement for purposes of determining satisfaction of the conditions contained herein.

6.6 Insurance. Until the Closing, Sellers shall continue in full force and effect, without modification, all Insurance Policies identified on Schedule 4.16, except as required by applicable Legal Requirements.

6.7 Bankruptcy Court Approval; Procedures.

(a) Sellers and the Purchaser acknowledge that this Agreement and the sale of the Purchased Assets will be subject to Bankruptcy Court approval and entry of the Sale Order and, solely in respect of the Canadian Sellers, the Canadian Court approval and entry of the Canadian Sale Recognition Order, following the commencement of the Bankruptcy Case and the Canadian Recognition Case. Sellers and the Purchaser acknowledge that (i) to obtain the approval of the Bankruptcy Court under the Bankruptcy Case, Sellers must demonstrate that they have taken reasonable steps to obtain the highest or otherwise best offer possible for the Purchased Assets, including giving notice of the transactions contemplated by this Agreement to creditors and certain other interested parties as ordered by the Bankruptcy Court and, if necessary, conducting an

auction in respect of the Purchased Assets, and (ii) the Purchaser must provide adequate assurance of future performance under the Assigned Contracts.

(b) Purchaser understands and agrees that, as of the commencement of the Bankruptcy Case, Sellers are debtors in possession in bankruptcy and will conduct a sale process (including an Auction, if necessary) and that Sellers may use this Agreement as the base bid for the Purchased Assets in accordance with the Bidding Procedures. The Purchaser shall be entitled but not obligated to participate in any auction beyond its base bid pursuant to this Agreement and the Bidding Procedures Order.

(c) In the event an appeal is taken or a stay pending appeal is requested, with respect to the Sale Order or the Canadian Sale Recognition Order, Sellers shall promptly notify the Purchaser of such appeal or stay request and shall promptly provide to the Purchaser a copy of the related notice of appeal or order of stay. Sellers shall also provide the Purchaser with written notice of any motion or application filed in connection with any appeal from such orders.

(d) Sellers shall give notice of the transactions contemplated by this Agreement in such manner as the Bidding Procedures Order shall require, and to such additional Persons as the Purchaser reasonably requests in writing in advance of the Sale Order being entered.

(e) At the Closing on the Closing Date and as provided in this Agreement and the Sale Order, all Waived Avoidance Actions will be deemed to be waived and the Purchaser shall take no action to pursue and enforce any Waived Avoidance Action.

6.8 Bankruptcy Filings.

(a) From and after the date hereof, prior to filing any papers or pleadings in the Bankruptcy Case or in the Canadian Recognition Case that relate, in whole or in part, to this Agreement or the Purchaser, Sellers shall provide the Purchaser with a copy of such papers or pleadings and obtain prior written consent by Purchaser to the same before filing any such papers or pleadings with the Bankruptcy Court in respect of the Bankruptcy Case or the Canadian Court in respect of the Canadian Recognition Case.

(b) Sellers shall file such motions or pleadings as may be appropriate or necessary to: (i) assume and assign the Assigned Contracts (including but not limited to the Collective Bargaining Agreements set forth in Schedule 2.1(d)); and (ii) subject to the consent of the Purchaser determine the amount of the Cure Costs; provided that nothing herein shall preclude Sellers, following service of the Assumption Notice, from filing such motions to reject any Contracts or Leases that are not listed on Schedule 2.5 or that have been designated for rejection by the Purchaser.

6.9 Vehicle Titles. Sellers shall deliver, or cause to be delivered, at the Closing, all certificates of title and title transfer documents to all titled Purchased Vehicles.

6.10 Schedule Updates. From time to time prior to the Closing Date, Sellers may deliver to the Purchaser any new schedules or supplement or amend the Schedules with respect to any matter that, if existing, occurring or known as of the date hereof, would have been required to be set forth or described in the Schedules. Any disclosure in any such supplement shall not be deemed

to have cured any inaccuracy in or breach of any representation or warranty contained in this Agreement, including for purposes of the indemnification or termination rights contained in this Agreement or of determining whether or not the conditions set forth in Section 8 have been satisfied. Notwithstanding anything in this Section 6.10 to the contrary, in no event will Sellers be permitted to supplement or amend any Schedules without the prior written consent of the Purchaser and any such supplements or amendments will not be deemed to modify any Schedules other than (x) the Schedules required under Section 4 or (y) as contemplated by the last paragraph of Section 2.1.

6.11 Financing. Purchaser shall use its commercially reasonable efforts to take, or cause to be taken, all actions and do, or cause to be done, all commercially reasonable things necessary, proper or advisable to arrange and consummate the Debt Financing at the Closing on the terms and conditions set forth in the Debt Commitment Letter, including using commercially reasonable efforts to: (i) comply with and maintain the Debt Commitment Letter in effect, (ii) negotiate and enter into definitive agreements with respect thereto, (iii) comply with and perform the obligations applicable to it pursuant to such Debt Commitment Letter, (iv) draw down on and consummate the Debt Financing if the conditions to the availability of the Debt Financing have been satisfied or waived, provided, however, that the Purchaser shall not be required to commence or pursue litigation, and Sellers do not have the right to compel the Purchaser to commence or pursue litigation, to enforce the obligations of Lenders or the DIP Lenders to fund the Debt Financing, and (v) satisfy on a timely basis all conditions applicable to it in such definitive agreements that are within its control. Purchaser shall not replace, amend or waive the Debt Commitment Letter or any provision thereof without Sellers' prior written consent.

6.12 Pension Plan Termination; Modification of Collective Bargaining Agreements. Sellers shall take all necessary action to terminate any Seller Plan that is a "pension plan" (as defined in Section 3(2) of ERISA) that is not a Multiemployer Plan, regardless of whether such "pension plan" is associated with the Purchased Assets. Sellers shall take all necessary action to withdraw from any Seller Plan that is a Multiemployer Plan, regardless of whether such Multiemployer Plan is associated with the Purchased Assets. To the extent any Collective Bargaining Agreement provides for or relates to any such "pension plan," Sellers shall cause such Collective Bargaining Agreement to be amended to remove any nexus between such Collective Bargaining Agreement and such "pension plan." In the event that Sellers cannot obtain a consensual amendment to any such Collective Bargaining Agreement, Sellers shall seek an order of the Bankruptcy Code rejecting such Collective Bargaining Agreement in accordance with section 1113 of the Bankruptcy Code. For the avoidance of doubt, no Collective Bargaining Agreement providing for any liabilities or obligations in respect of any "pension plan" (as defined in Section 3(2) of ERISA) will be an Assigned Contract.

6.13 Statewide Transportation Operating Assistance Program. Each of Purchaser and Seller shall use their commercially reasonable efforts to take, or cause to be taken, all commercially reasonable actions and do, or cause to be done, all commercially reasonable things necessary, proper or advisable to arrange for the continued receipt by Purchaser of funds from the Statewide Transportation Operating Assistance Program in the amounts received by Seller.

SECTION 7
ADDITIONAL AGREEMENTS

7.1 Taxes.

(a) All real property taxes, personal property taxes and other ad valorem taxes levied with respect to the Purchased Assets (other than Transfer Taxes) for a Straddle Period shall be apportioned based on the number of days of the Straddle Period ending on and including the Closing Date and the number of days of the Straddle Period after the Closing Date. The applicable Seller shall be liable for the amount of such taxes that is attributable to the portion of the Straddle Period ending on and including the Closing Date, and Purchaser shall be liable for the amount of such taxes that is attributable to the portion of the Straddle Period beginning on the day after the Closing Date. Each Seller and Purchaser shall cooperate to promptly pay or reimburse the other for any such taxes based on their respective liability for such taxes as determined pursuant to this Section 7.1(a). Any refunds of such taxes with respect to a Straddle Period shall be apportioned between the applicable Seller and Purchaser in a similar manner.

(b) Without limiting the other terms set forth in this Agreement, any sales Tax, use Tax, GST/HST and QST, provincial sales Tax, real property transfer or gains Tax, real property records recordation fees, documentary stamp Tax or similar Tax attributable to the sale or transfer of the Purchased Assets and not exempted under the Sale Order or by section 1146(a) of the Bankruptcy Code ("Transfer Taxes") shall be borne 50% by the Purchaser and 50% by the Seller. The Purchaser shall, at its own expense, file any necessary Tax Returns relating to Transfer Taxes and other documentation with respect to any Transfer Taxes. Each Party agrees to use its, and to cause its Affiliates to use, commercially reasonable efforts to mitigate, reduce, or eliminate any Transfer Taxes, including by becoming registered for Transfer Tax purposes, by making available Tax elections (including making a joint election in a timely manner under Section 167 of the ETA and Section 75 and Section 75.1 of the Act respecting the Quebec sales tax, R.S.Q., c T-0.1), and by completing any necessary exemption certificates or similar documentation.

(c) The Purchaser and the applicable Sellers will, if applicable, jointly elect under Section 22 of the *Canadian Tax Act*, Section 184 of the *Taxation Act* (Quebec) and any corresponding provincial provisions with respect to the sale, assignment, transfer and conveyance of the Accounts Receivable and will designate and allocate therein that portion of the applicable portion of the Purchase Price. The Parties will execute and file, within the prescribed periods, the prescribed election forms and any other documents required to give effect to the foregoing and will also prepare and file all of their respective Tax Returns in a manner consistent with such allocation.

(d) The Purchaser and Sellers agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Purchased Assets (including access to books and records) as is reasonably necessary for the filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any audit by any taxing authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax, in each case, for any Pre-Closing Tax Period or Straddle Period. The Purchaser and Sellers shall retain all Tax Returns and related books and records with respect to Taxes pertaining to the Purchased Assets for any Pre-Closing Tax Period or Straddle Period until the expiration of

the applicable statute of limitations of the taxable period for which such Tax Returns and other documents related. Sellers and the Purchaser shall cooperate with each other in the conduct of any audit or other proceeding relating to Taxes involving the Purchased Assets for any Pre-Closing Tax Period or Straddle Period.

7.2 Employees and Employee Benefit Plans.

(a) From and after the Closing, (i) the Purchaser will recognize the applicable union as the exclusive bargaining representative of the bargaining unit comprising Hired Employees covered by the applicable Collective Bargaining Agreement as set forth on Schedule 2.1(d), (ii) the applicable Sellers will assume and assign to Purchaser in accordance with Section 1113(a) of the Bankruptcy Code the Collective Bargaining Agreements on Schedule 2.1(d), and (iii) the Purchaser will maintain in effect, and assume sponsorship of and all accrued obligations under, those health, welfare and benefit plans identified in Schedule 7.2(a).

(b) Not later than 2 Business Days prior to the Closing, and subject in all respects to the reasonable discretion of Purchaser, the Purchaser will make Qualifying Offers to all Seller Employees. For this purpose, a "Qualifying Offer" means an offer of employment, or for Quebec Employees and Seller Employees in Canada who are subject to a Collective Bargaining Agreement, a confirmation of transfer of employment to Purchaser by operation of law, with such employment to commence at the Closing, (i) for the Seller Employees whose employment is governed by the Collective Bargaining Agreements, on terms that are in accordance with the Collective Bargaining Agreements, and (ii) for all other Seller Employees, providing for a level of base pay at least equal to the Seller Employee's base pay in effect immediately prior to the Closing Date, and otherwise on terms and conditions, including with respect to employee benefits (but, excluding defined benefit pension, equity compensation and retiree health and welfare benefits), that are substantially similar in the aggregate to the Seller Employee's terms and conditions of employment with the applicable Seller immediately prior to the Closing Date; provided, however, that for Seller Employees working in the State of New Jersey as of the Closing Date a "Qualifying Offer" shall, in addition to requirements (i) or (ii) above, also (iii) be for employment within the State of New Jersey and at a location that is not more than fifty (50) miles from each such Seller Employee's place of employment with Seller immediately prior to the Closing; and (iv) be for the same position or a position with equivalent status as that which the applicable Seller Employee hold with Sellers immediately prior to the Closing.

(c) All Qualifying Offers made by the Purchaser pursuant to Section 7.2(b) will be made in accordance with all applicable Legal Requirements, will be conditioned only on the occurrence of the Closing, and, if applicable, will remain open for a period expiring no earlier than the Closing Date. Such offers may provide, to the extent permitted by applicable Legal Requirements, that the continuing provision of service by Seller Employee following the Closing Date will be deemed acceptance of the offer. Following acceptance of such offers, the Purchaser will provide written notice thereof to Sellers.

(d) The following will be applicable with respect to the Seller Employees:

(i) Each Hired Employee who participates in the Seller Plans other than the Assumed Seller Plans shall cease to be eligible to participate in, and shall cease to participate

in and accrue benefits under, such Seller Plan effective as of the instant prior to the Closing. As of the Closing, the Purchaser will cause the Hired Employees to be covered by Purchaser-sponsored benefit plans (the "Replacement Plans"), which may include the Assumed Seller Plans. The commitments under this Section 7.2(d)(i) require the following:

(A) With respect to any Replacement Plans that are health and welfare benefit plans (other than the Assumed Seller Plans), subject to any third-party consent that may be required, the Purchaser agrees to take commercially reasonable efforts to waive or to cause the waiver of all limitations as to pre-existing conditions and actively-at-work exclusions and waiting periods for the Hired Employees. With respect to any Replacement Plans (other than the Assumed Seller Plans) and the calendar year in which the Closing Date occurs, the Purchaser shall use commercially-reasonable efforts to take into account all health care expenses incurred by any such employees or any eligible dependent thereof, including any alternate recipient pursuant to qualified medical child support orders, in the portion of the calendar year preceding the Closing Date that were qualified to be taken into account for purposes of satisfying any deductible or out-of-pocket limit under similar Seller Plans in which such Hired Employee participated or was eligible to participate immediately prior to the Closing Date for purposes of satisfying any deductible or out-of-pocket limit under the health care plan of the Purchaser for such calendar year.

(B) With respect to service and seniority, the Purchaser will, for each Hired Employee, recognize the service and seniority recognized by Sellers for all purposes, including the determination of eligibility, the extent of service or seniority-related benefits such as vacation and sick pay benefits, notice of termination, termination, and severance pay and levels of benefits to the same extent as any such Hired Employee was entitled, before the Closing Date, to credit for such service under any similar Seller Plan in which such Hired Employee participated or was eligible to participate immediately prior to the Closing Date, except that such crediting of service shall not apply with respect to benefit accruals under any defined benefit pension plan or to the extent such credit would result in the duplication of benefits for the same period of service.

(C) With respect to the defined contribution plans sponsored by Sellers for Seller Employees performing services in the U.S. that is not an Assumed Seller Plan (the "Savings Plan"), Sellers will vest Hired Employees in their Savings Plan account balances as of the Closing Date. The Purchaser will take all actions necessary to cause the Purchaser 401(k) plan in which Hired Employees are eligible to participate (1) to recognize the service that the Hired Employees had in the Savings Plan for purposes of determining such Hired Employees' eligibility to participate, vesting, attainment of retirement dates, contribution levels, and, if applicable, eligibility for optional forms of benefit payments, and (2) subject to applicable Legal Requirements, to accept direct rollovers of Hired Employees' account balances in the Savings Plan, including transfers of loan balances and related promissory notes, provided that such loans would not be treated as taxable distributions at any time prior to such transfer.

(D) Within 60 days after the Closing Date and to the extent permitted by applicable Legal Requirement, Sellers will transfer to a flexible spending plan maintained by the Purchaser any balances outstanding to the credit of Hired Employees under Sellers' flexible spending plan(s) as of the day immediately preceding the Closing Date. As soon as practicable after the Closing Date, Sellers will provide to the Purchaser a list of those Hired Employees that have participated in the health or dependent care reimbursement accounts of

Sellers, together with (1) their elections made prior to the Closing Date with respect to such account and (2) balances standing to their credit as of the day immediately preceding the Closing Date.

(E) The Purchaser will honor all vacation days, (or payments in lieu thereof), banked overtime hours, and other paid time off accrued by the Hired Employees and unused as of the Closing.

(F) For Seller Employees whose employment is governed by the Collective Bargaining Agreements, their benefits, other than any defined benefit plan, shall be no less than the benefits promised under the applicable Collective Bargaining Agreements.

(G) The date on which Liabilities first arise or accrue for the purposes of Section 2.3(d) and the date on which claims are incurred under any Replacement Plans providing for health and welfare benefits shall be: (i) in the case of a death claim, the date of death; (ii) in the case of a short term disability claim, long-term disability claim or a life insurance premium waiver claim, the date of the first incidence of disability, illness, injury or disease that first qualifies an individual for benefits or to commence a qualifying period for benefits; (iii) in the case of extended health care benefits, including dental and medical treatments, the date of treatment or the date of purchase of eligible medical or dental supplies; and (iv) in the case of a claim for drug or vision benefits, the date the prescription was filled

(ii) Sellers will be responsible, with respect to the Business, for performing and discharging all requirements, if any, under the WARN Act and under applicable Legal Requirements for the notification of its employees of any "employment loss" within the meaning of the WARN Act or any "mass layoff", "group termination", or "collective dismissal" under applicable Legal Requirements that occurs prior to the Closing. The Purchaser will be responsible, with respect to the Business, for performing and discharging all requirements, if any, under the WARN Act and under applicable Legal Requirements for the notification of its employees of any "employment loss" within the meaning of the WARN Act or any "mass layoff" "group termination", or "collective dismissal" that occurs on or following the Closing. Any workforce reductions carried out within the ninety (90) day period following the Closing Date by the Purchaser shall be done in accordance with all applicable Legal Requirements governing the employment relationship and termination thereof, including WARN. Purchaser agrees that during the ninety (90) day period following the Closing Date, it will not effectuate an "employment loss" (as that term is defined in the WARN Act and under applicable Legal Requirements) of Hired Employees such that in the aggregate, retroactively triggers obligations under the WARN Act or other applicable Legal Requirements to Sellers.

(iii) Sellers will retain responsibility for the payment of salary or wages earned by the Hired Employees prior to the Closing. The Purchaser will be responsible for the payment of salary or wages earned by the Hired Employees after the Closing, and for all payments under the Assumed Seller Plans, subject to Section 2.3(d) and the terms of the Purchaser's compensation and benefit plans or programs.

(iv) Individuals who would otherwise be Hired Employees but who on the Closing Date are not actively at work due to a leave of absence covered by the Family and

Medical Leave Act or other applicable Legal Requirements or are not actively at work due to military leave or other authorized leave of absence, including short-term disability, will be treated as Hired Employees on the date that they are able to return to work (provided that such return to work occurs within the authorized period of their leaves following the Closing Date or otherwise within the period prescribed by applicable Legal Requirements for such leaves) and perform the essential functions of their jobs, subject to the Purchaser providing any accommodation required by applicable Legal Requirement, and Purchaser shall assume, as of the Closing Date, all compensation, benefits and any other costs or responsibilities associated with respect to such individuals relating to the time between the Closing Date and when they become Hired Employees (and thereafter).

(v) Sellers will be responsible for providing COBRA Continuation Coverage to any current and former Seller Employees, or to any qualified beneficiaries of such employees, who become entitled to COBRA Continuation Coverage before the Closing, including those for whom the Closing occurs during the COBRA election period. The Purchaser will be responsible for extending and continuing to extend COBRA Continuation Coverage to all Hired Employees (and their qualified beneficiaries) who become entitled to COBRA Continuation Coverage on or following the Closing.

(e) Nothing in this Agreement is intended to amend any Seller Plan or affect the Seller's right to amend or terminate any Seller Plan or the Purchaser's right to amend or terminate any Assumed Seller Plan or other benefit plan sponsored by the Purchaser, in each case, pursuant to the terms of such plan and applicable Legal Requirements. No provision of this Agreement shall create any third-party beneficiary or other rights in any Person, other than the Parties hereto, and no provision of this Agreement will be construed to create any right to any compensation or benefits on the part of any Hired Employee, any beneficiary or dependent thereof, any collective bargaining representative thereof or any other future, present or former employee of the Sellers, the Purchaser, or their respective Affiliates, with respect to the compensation, terms and conditions of employment, continued employment and/or benefits that may be provided such Persons or under any benefit plan which the Sellers, the Purchaser, or their Affiliates may maintain.

7.3 Release. Except for the D&O Claims, effective as of the Closing, the Purchaser, on behalf of itself and its successors, assigns, representatives, administrators and agents, and any other person or entity claiming by, though, or under any of the foregoing, does hereby unconditionally and irrevocably release, waive and forever discharge the Administrative Agent, the DIP Agent, any Lender or DIP Lender and each of the Sellers' past and present directors, officers, employees, advisors, accountants, investment bankers, attorneys, and agents from any and all claims, demands, damages, judgments, causes of action and liabilities or any nature whatsoever, whether or not known, suspected or claimed, arising directly or indirectly from any act, omission, event or transaction occurring (or any circumstances existing) with respect to the Purchased Assets on or prior to the Closing, except for any acts, omission, event or transaction occurring with respect to this Agreement, the Ancillary Documents and the transactions contemplated by this Agreement.

7.4 Adequate Assurances Regarding Assumed Contracts, Assumed Equipment Leases and Assumed Real Property Leases. With respect to each Assumed Contract, Assumed Equipment Lease and each Assumed Real Property Lease, the Purchaser will use commercially reasonable

efforts to provide adequate assurance as required under the Bankruptcy Code for the future performance by the Purchaser of each such Assumed Contract, Assumed Equipment Lease and Assumed Real Property Lease. The Purchaser and Sellers agree that they will promptly take all actions reasonably required to assist in obtaining a finding that there has been in the discretion of the Bankruptcy Court a demonstration of adequate assurance of future performance under the, by way of example only, Assumed Contracts, Assumed Equipment Leases and the Assumed Real Property Leases, such as furnishing affidavits, non-confidential financial information or other documents or information for filing with the Bankruptcy Court and making the Purchaser's and Sellers' employees and representatives available to testify before the Bankruptcy Court.

7.5 Reasonable Access to Records and Certain Personnel; Other Transition Services. In order to facilitate Sellers' efforts to administer and close the Bankruptcy Case (together, the "Post-Close Filings"), for a period of two (2) years following the Closing, the Purchaser shall (i) permit Sellers and Sellers' counsel and accountants (collectively, "Permitted Access Parties") during regular business hours, with reasonable notice, reasonable access to the financial and other books and records that comprised part of the Purchased Assets to the extent required to complete the Post-Close Filings, which access shall include (A) the right of such Permitted Access Parties to copy, at such Permitted Access Parties' expense, such required documents and records and (B) the Purchaser's copying and delivering to the relevant Permitted Access Parties such documents or records as they require, but only to the extent such Permitted Access Parties furnish the Purchaser with reasonably detailed written descriptions of the materials to be so copied and the applicable Permitted Access Party reimburses the Purchaser for the costs and expenses of such copies and any such other costs Purchaser incurs in connection with providing the Permitted Access Parties access to such records, and (ii) provide the Permitted Access Parties reasonable access to (A) Jazmine Estacio, Jerry Lunanuova and his staff, and Derrick Watters, (B) other Purchaser staff for occasional questions, and (C) the members of Purchaser's finance team and accounts payable team supporting the Purchased Assets. Additionally, for a period of two (2) years following the Closing, the Purchaser shall provide reasonable assistance (1) transitioning automatic payments and deposits from Sellers' accounts to Purchaser, (2) processing final paychecks for employees of Sellers and their Affiliates who are not Seller Employees, (3) with final employee benefit payouts and transition of employee benefits, (4) with the payment of trade payables that are not Purchased Assets, (5) splitting invoices existing as of the Closing to allocate between Purchased Assets and other assets of Sellers and their Affiliates, (6) with accounting for the transactions contemplated hereby and by the transactions to sell assets of Seller and its Affiliates that are not Purchased Assets, (7) filing final Tax Returns for Sellers and their Affiliates, and (8) dissolving Sellers and their Affiliates, and (9) such other services as reasonably requested by Sellers.

(a) For a period of 30 days following the Closing Date, Purchaser will provide access, to the extent commercially reasonable, to the AssetWorks software to any liquidating purchaser of fleet assets of Sellers and its Affiliates that are not Purchased Assets (any such purchaser, a "Liquidating Purchaser") upon the reasonable request by, and at no cost to, such Liquidating Purchaser; provided, however, that any Liquidating Purchaser (i) shall enter into any agreement required by Purchaser, in its reasonable discretion to provide such access, and (ii) access is permissible pursuant to, and not in default of, any agreement applicable to the AssetWorks Software. Any such Liquidating Purchaser is an intended third-party beneficiary of this Section 7.5.

(b) For a period of 90 days following the Closing Date, Purchaser will provide the following transition services to any going concern purchaser of assets of Sellers and its Affiliates that are not Purchased Assets (any such purchaser, a "Going Concern Purchaser" and, together with any Liquidating Purchasers, the "Non-Core Purchasers"), provided, however, that all such services to be provided shall be provided pursuant to a transaction services agreement containing terms and conditions mutually agreeable to Purchaser and any such Non-Core Purchaser.

(c) All obligations of Purchaser under this Section 7.5 shall be performed in a commercially reasonable and workmanlike manner.

(d) Notwithstanding anything to the contrary herein, no right of Sellers, their Affiliates, or Liquidating Purchasers pursuant to this Section 7.5 shall be exercisable in such a manner as to interfere with the normal operations of the Purchaser's business.

(e) Notwithstanding anything contained in this Section 7.5 to the contrary, in no event shall Sellers, their Affiliates, or Non-Core Purchasers have access to any information that, based on advice of the Purchaser's counsel, could (1) reasonably be expected to create liability under applicable Legal Requirements, or waive any legal privilege, (2) result in the discharge of any Trade Secrets of the Purchaser, its Affiliates or any third parties or (3) violate any obligation of the Purchaser with respect to confidentiality; provided, however that if Purchaser's counsel so advises, Purchaser and Sellers or Purchaser and the applicable Non-Core Purchaser, as applicable, will use commercially reasonable efforts to provide such access in a way that does not create such liability or confidentiality issues.

SECTION 8
CONDITIONS TO CLOSING

8.1 Conditions to Obligations of Each Party. The respective obligations of each Party to effect the sale and purchase of the Purchased Assets shall be subject to the fulfillment (or, if permitted by applicable Legal Requirement, waiver) on or prior to the Closing Date, of the following conditions:

(a) all requisite authorizations or consents from the STB or FMCSA or waiting periods following governmental filings with the STB or FMCSA shall have been obtained or expired, as the case may be;

(b) the Sale Order and, solely with respect to the Canadian Sellers, the Canadian Sale Recognition Order, shall have been entered and become a Final Order (unless such Final Order condition is waived in writing by Purchaser with the written consent of the Administrative Agent and the DIP Agent); and

(c) no Governmental Authority shall have enacted, issued, promulgated or entered any Order that is in effect and has the effect of making illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement that has not been withdrawn or terminated.

8.2 Conditions to Obligations of the Purchaser.

(a) The obligation of the Purchaser to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver on or prior to the Closing Date of the following additional conditions:

(i) the representations and warranties of Sellers in Section 4 shall be true and correct in all respects as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which case, such representations and warranties shall be true and correct in all respects as of such earlier date), and the Purchaser shall have received a certificate of Sellers that (A) the representations and warranties of such Seller in Section 4.1, Section 4.3(a), Section 4.5(a), Section 4.6, Section 4.8(a), and Section 4.15 are true and correct in all respects as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which case, such representations and warranties shall be true and correct in all material respects as of such earlier date) and (B) the representations and warranties of Sellers in Section 4 other than Section 4.1, Section 4.3(a), Section 4.5(a), Section 4.6, Section 4.8(a), and Section 4.15 are true and correct in all material respects as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which case, such representations and warranties shall be true and correct in all material respects as of such earlier date);

(ii) the covenants and agreements that Sellers are required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects, and the Purchaser shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof;

(iii) since the date of this Agreement, no Material Adverse Effect shall have occurred and be continuing, and the Purchaser shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof;

(iv) Sellers shall be prepared to deliver, or cause to be delivered, to the Purchaser all of the items set forth in Section 3.7;

(v) All documentation associated with the Debt Financing is in form and substance acceptable to Purchaser;

(vi) Sellers shall have delivered to Purchaser evidence (sufficient in Purchaser's sole discretion) of the termination of any "pension plan" (as defined in Section 3(2) of ERISA) that is not a Multiemployer Plan to which any Seller is a party;

(vii) Sellers shall have delivered to Purchaser evidence of withdrawal from any multiemployer benefit plan;

(viii) all Collective Bargaining Agreements associated with the Purchased Assets that include provisions requiring a Seller Plan with defined benefits have been modified in form and substance reasonably acceptable to Purchaser to require benefits under a defined contribution plan;

(ix) Purchaser shall have received evidence satisfactory to Purchaser, in its sole discretion, of continuation immediately following Closing of the benefits to Sellers of the Statewide Mass Transportation Operating Assistance Program;

(x) Purchaser shall have received evidence satisfactory to Purchaser, in its sole discretion, of continuation immediately following Closing of the government grant programs identified on Schedule 8.2(a)(x).

(xi) All approvals and/or consents identified on Schedule 4.6 shall have been received by Sellers;

(xii) The transfer of all licenses and Permits necessary to operate the Business identified on Schedule 4.8(a) shall have been consented to by the applicable Governmental Authority, if such consent is required by applicable Legal Requirements, or, for any licenses or Permits identified on Schedule 4.8(a) the transfer of which is prohibited by applicable Legal Requirements, an analogous license or Permit shall have been received by Purchaser;

(xiii) Purchaser has obtained insurance coverage for the Business in form and substance acceptable to Purchaser that is no less comprehensive than the insurance coverage under the Insurance Policies;

(xiv) Purchaser shall have received all necessary VIN numbers for each Purchased Vehicle;

(xv) Purchaser shall have received employment agreements from each of Ross Kinnear and Derrick Waters;

(xvi) Purchaser shall have received approval and/or consent to transfer all licenses for intellectual property identified on Schedule 8.2(a)(xvi);

(xvii) [redacted]

(xviii) Purchaser shall (i) have received all stormwater permits necessary to operate the Owned Real Property and to operate the Leased Real Property for which a Seller is responsible pursuant to the terms of the applicable Lease to procure the applicable stormwater permit and (ii) all stormwater permits held by Sellers for operation of the Owned Real Property and Leased Real Property are compliant in all material respects with all applicable Legal Requirements as of the Closing Date;

(xix) [redacted]

(xx) [redacted]

(xxi) [redacted]

(xxii) [redacted]

(xxiii) Sellers shall have delivered to Purchaser such other documents or instruments as Purchaser reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

(b) Any condition specified in Section 8.2(a) may be waived by the Purchaser; provided that no such waiver shall be effective against the Purchaser unless it is set forth in a writing executed by the Purchaser and consented to in writing by the Administrative Agent (acting at the direction of the requisite Lenders) and the DIP Agent (acting at the direction of the requisite DIP Lenders).

8.3 Conditions to Obligations of Sellers.

(a) The obligation of Sellers to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver on or prior to the Closing Date of the following additional conditions:

(i) the representations and warranties of the Purchaser contained herein shall be true and correct in all material respects as of the Closing Date as though made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which case, such representations and warranties shall be true and correct in all respects as of such earlier date) and Sellers shall have received a certificate of the Purchaser to such effect signed by a duly authorized officer thereof;

(ii) the covenants and obligations that the Purchaser is required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects, and Sellers shall have received a certificate of the Purchaser to such effect signed by a duly authorized officer thereof; and

(iii) each of the deliveries required to be made to Sellers pursuant to Section 3.6 shall have been so delivered.

(b) Any condition specified in Section 8.3(a) may be waived by Sellers; provided that no such waiver shall be effective against Sellers unless it is set forth in writing executed by Sellers.

SECTION 9
TERMINATION

9.1 Termination. This Agreement may be terminated, and the transactions contemplated hereby may be abandoned, by written notice promptly given to the other Parties hereto, at any time prior to the Closing Date:

(a) by mutual written consent of the Purchaser and Sellers;

(b) by either the Purchaser or Sellers if any Order that prohibits the consummation of the transaction shall have become final and not appealable;

(c) by either the Purchaser or Sellers upon ten (10) calendar days' written notice of such termination to the other Parties, if the Closing shall not have occurred on or prior to 75 days from entry of the Sale Order (the "Termination Date"); provided, however, that the right to terminate this Agreement under this Section 9.1(c) will not be available to a Party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before the Termination Date;

(d) by written notice from Sellers to the Purchaser, if the Purchaser breaches or fails to perform in any respect any of its representations, warranties or covenants contained in this Agreement and such breach or failure to perform: (i) would give rise to the failure of a condition set forth in Section 8.3(a)(i) or Section 8.3(a)(ii), or (ii) cannot be or has not been cured within fourteen (14) days following delivery of notice to the Purchaser of such breach or failure to perform; provided, however, that Sellers shall not be permitted to terminate this Agreement pursuant to this Section 9.1(d) if Sellers are then in breach of the terms of this Agreement such that the conditions set forth in Section 8.2(a)(i) or 8.2(a)(ii)would not be satisfied;

(e) by written notice from the Purchaser to Sellers, if any Seller breaches or fails to perform in any respect any of Sellers' representations, warranties or covenants contained in this Agreement and such breach or failure to perform: (i) would give rise to the failure of a condition set forth in Section 8.2(a)(i) or Section 8.2(a)(ii), or (ii) cannot be or has not been cured within fourteen (14) days following delivery of notice to Sellers of such breach or failure to perform; provided, however, that the Purchaser shall not be permitted to terminate this Agreement pursuant to this Section 9.1(e) if the Purchaser is then in breach of the terms of this Agreement such that the conditions set forth in Section 8.3(a)(i) or 8.3(a)(ii) would not be satisfied;

(f) automatically upon the closing of an Alternative Transaction;

(g) by the Purchaser, if, the Purchaser is not selected as the "Successful Bidder" or "Back-Up Bidder" (each as defined in the Bidding Procedures Order) at the conclusion of the Auction;

(h) by the Purchaser, if: (i) any Seller (A) withdraws the Bidding Procedures Motion or publicly announces its intention to withdraw the Bidding Procedures Motion, (B) refuses or fails to diligently prosecute the Bidding Procedures and Sale Motion, (C) moves to voluntarily dismiss the Bankruptcy Case, or (D) moves to convert the Bankruptcy Case to a case under chapter 7 of the Bankruptcy Code; (ii) the Bankruptcy Court shall not have issued the Bidding Procedures Order within 35 days of the Petition Date, or such Order shall have been vacated or reversed at any time, or such Order is amended, modified or supplemented in a manner that is adverse to the Purchaser without the Purchaser's prior written consent; (iii) the Sale Order has not been entered by the Bankruptcy Court within 65 days following the Petition Date, or such Order shall have been vacated or reversed at any time, or such Order is amended, modified or supplemented in a manner that is adverse to the Purchaser without the Purchaser's prior written consent or (iv) the Canadian Sale Recognition Order has not been entered by the Canadian Court within 7 days following the entry of the Sale Order by the Bankruptcy Court, or such order shall have been vacated or reversed at any time, or such order is amended, modified or supplemented in a manner that is adverse to the Purchaser without the Purchaser's prior written consent; or

(i) by the Purchaser, upon the appointment of a trustee or examiner with expanded powers pursuant to section 1104 of the Bankruptcy Code.

9.2 Effect of Termination.

(a) In the event of termination of this Agreement by either Party, all rights and obligations of the Parties under this Agreement shall terminate without any liability of any Party to any other Party except as otherwise provided in this Section 9.2 or Section 9.3 and except that each Party shall be liable for Fraud of this Agreement by such Party. Notwithstanding the foregoing, the provisions of Section 6.1(a), this Section 9.2, Section 9.3, Section 10 and Section 11 shall expressly survive the expiration or termination of this Agreement (and, to the extent applicable to the interpretation or enforcement of such provisions, Section 1).

(b) In the event this Agreement is validly terminated pursuant to Sections 9.1(e), (f), or (g), and provided that the Purchaser is not in material breach of any provision of this Agreement prior to such termination and is ready, willing and able to close the transactions contemplated hereby, Sellers shall pay the Reimbursement Amount and the Break-Up Fee to the Purchaser by wire transfer of immediately available funds to an account designated by the Purchaser within three (3) Business Days following the closing of an Alternative Transaction. In the event this Agreement is validly terminated pursuant to Sections 9.1(h), or (i),, and provided that the Purchaser is not in material breach of any provision of this Agreement prior to such termination and is ready, willing and able to close the transactions contemplated hereby, Sellers shall pay the Reimbursement Amount to the Purchaser by wire transfer of immediately available

funds to an account designated by the Purchaser within three (3) Business Days following the closing of an Alternative Transaction.

(c) Any obligation to pay the Reimbursement Amount and/or the Break-Up Fee hereunder shall be absolute and unconditional. Purchaser's claims to the Reimbursement Amount and the Break-Up Fee shall constitute allowed super-priority administrative claims against Sellers' bankruptcy estates under sections 503(b) and 507(a)(2) of the Bankruptcy Code and shall be payable as specified herein. Sellers hereby acknowledge and agree that (i) the right of the Purchaser to receive payment of the Reimbursement Amount and Break-Up Fee as set forth in this Section 9.2 is necessary and essential to induce the Purchaser to execute and deliver this Agreement and to enter into the transactions contemplated hereby, and that the Purchaser would not have done so without receiving such right and (ii) the obligation of Sellers to pay the Reimbursement Amount and Break-Up Fee as set forth in this Section 9.2 was negotiated at arms' length and in good faith and is (x) designed to maximize the value of the Sellers' bankruptcy estates, (y) fair, reasonable and appropriate, and (z) in the best interests of Sellers, the debtors, the bankruptcy estates and the estates' creditors, interest holders, stakeholders, and all other parties in interest.

(d) Nothing in this Section 9.2 or elsewhere in this Agreement shall be deemed to impair the right of Purchaser to bring any action or actions for specific performance, injunctive or other equitable relief (including the right of Purchaser to compel specific performance by Sellers of their obligations under this Agreement) pursuant to Section 11.8 prior to the valid termination of this Agreement; provided, that under no circumstances shall the Purchaser be permitted or entitled to receive both (i) the remedy of specific performance to cause the Closing and (ii) the payment of the Break-Up Fee and the Reimbursement Amount. The Parties acknowledge and hereby agree that in no event shall Sellers be required to pay the Break-Up Fee and Reimbursement Amount on more than one occasion. Each of the Parties further acknowledges that the payment by Sellers of the Break-Up Fee and the Reimbursement Amount is not a penalty, but rather liquidated damages in a reasonable amount that will compensate the Purchaser, together with any additional damages to which the Purchaser may be entitled hereunder, in the circumstances in which such Break-Up Fee and Reimbursement Amount are payable, for the efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby, which amount would otherwise be impossible to calculate with precision. Except in the case of Fraud, the Purchaser's receipt in full of the return of the Good Faith Deposit and the Break-Up Fee and the Reimbursement Amount, as applicable, shall be the sole and exclusive monetary remedy of the Purchaser against Sellers, and Sellers shall have no further liability or obligation, under this Agreement or relating to or arising out of any such breach of this Agreement or failure to consummate the transactions contemplated hereby.

9.3 Good Faith Deposit. In the event that this Agreement is terminated under Section 9.1(d), Sellers shall retain the Good Faith Deposit and Purchaser shall have no further rights thereto. In the event that this Agreement is terminated under Section 9.1(a), (b), (c), (e), (f), (g) (h), or (i) and provided that the Purchaser is not in material breach of any provision of this Agreement prior to such termination, the Escrow Holder shall disburse to the Purchaser any amounts held in the Escrow Account pursuant to the terms in this Agreement and the Bidding Procedures. If the Agreement is terminated and the Good Faith Deposit would otherwise have been

returned to the Purchaser under the immediately preceding sentence but for the second proviso therein, then, such Good Faith Deposit shall instead be paid over to Sellers without further action or deed and the Purchaser shall have no further rights thereto.

SECTION 10
SURVIVAL

The representations and warranties of the Purchaser and Sellers made in this Agreement and the covenants of the Purchaser and Sellers contained in this Agreement that, by their terms, are to be performed prior to the Closing shall not survive the Closing Date and shall be extinguished by the Closing and the consummation of the transaction contemplated by this Agreement. Absent Fraud, if the Closing occurs, the Purchaser shall not have any remedy against Sellers, and Sellers shall not have any remedy against the Purchaser or its Affiliates for (a) any breach of a representation or warranty contained in this Agreement (other than to terminate the Agreement in accordance with the terms hereof) and (b) any breach of a covenant contained in this Agreement with respect to the period prior to the Closing Date. The covenants and agreements contained herein that by their terms are to be performed after the Closing shall survive the Closing in accordance with their specified terms or, to the extent no such terms are specified, indefinitely, and nothing in this Section 10 shall be deemed to limit any rights or remedies of any Person for breach of any such surviving covenant or agreement.

SECTION 11
GENERAL PROVISIONS

11.1 Confidential Nature of Information. Sellers, on the one hand, and Purchaser, on the other agrees that it will treat in confidence all documents, materials and other information that it shall have obtained regarding Purchaser and its Affiliates and Sellers and their respective Affiliates, respectively, during the course of the negotiations leading to the consummation of the transactions contemplated hereby (whether obtained before or after the date of this Agreement), the investigation provided for herein and the preparation of this Agreement and other related documents. Such documents, materials and information shall not be disclosed or communicated to any third Person (other than, in the case of the Purchaser, to its counsel, accountants, financial advisors and potential lenders, and in the case of Sellers, to their counsel, accountants and financial advisors). No Party shall use any confidential information referred to in the first sentence of this paragraph in any manner whatsoever except solely for the purpose of evaluating the proposed purchase and sale of the Purchased Assets and the enforcement of its rights hereunder and under the Ancillary Documents; provided, however, that after the Closing, the Purchaser may use or disclose any confidential information included in the Purchased Assets and may use or disclose other confidential information that is otherwise reasonably related to the Purchased Assets. The obligation of each Party to treat such documents, materials and other information in confidence shall not apply to any information that (a) is or becomes available to such Party from a source other than the disclosing Party, provided such other source was not, and such Party would have no reason to believe such source was, subject to a confidentiality obligation in respect of such information, (b) is or becomes available to the public other than as a result of disclosure by such Party or its agents, (c) is required to be disclosed under applicable Legal Requirements or judicial process, including the Bankruptcy Case, but only to the extent it must be disclosed, (d) such Party

reasonably deems necessary to disclose to obtain any of the consents or approvals contemplated hereby or (e) Sellers deem necessary to disclose to comply with the Bidding Procedures Order.

11.2 No Public Announcement. Neither Sellers nor the Purchaser shall, without the approval of Coach USA, Inc. (in the case of a disclosure by the Purchaser) or the Purchaser (in the case of a disclosure by Sellers), make any press release or other public announcement concerning the transactions contemplated by this Agreement, except as and to the extent that any such Party shall be so obligated by Legal Requirements, including as may be required by the Bankruptcy Case, the Bidding Procedures Order or other Order of the Bankruptcy Court, the Bankruptcy Code, securities Legal Requirements, or the rules of any stock exchange, in which case the other Party or Parties shall be advised prior to such disclosure and the Parties shall use their reasonable best efforts to cause a mutually agreeable release or announcement to be issued.

11.3 Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be given or delivered by personal delivery, by electronic mail or by a nationally recognized private overnight courier service addressed as follows:

If to Purchaser, to:	Bus Company Holdings US, LLC 1485832 B.C. Unlimited Liability Company One Rockefeller Plaza 29th Floor New York, NY 10020 ATTN: Josh Weiss, General Counsel of the Renco Group E-mail: jweiss@rencogrp.com
with copies to (which shall not constitute notice):	McGuireWoods LLP Tower Two-Sixty 260 Forbes Avenue Suite 1800 Pittsburgh, PA 15222-3142 ATTN: Mark E. Freedlander E-mail: mfreedlander@mcgurirewoods.com
If to Sellers, to:	c/o Coach USA, Inc. 160 S. Route 17 North Paramus, NJ 07652 ATTN: Derrick Waters Linda Burtwistle Ross Kinnear E-mail: derrick.waters@coachusa.com ross.kinnear@coachusa.com
with copies to	Alston & Bird LLP

(which alone shall not constitute notice):	90 Park Avenue New York, NY 10016-1387 ATTN: Matthew Kelsey Eric Wise William Hao E-mail: matthew.kelsey@alston.com eric.wise@alston.com william.hao@alston.com Young Conaway Stargatt & Taylor, LLP Rodney Square 1000 North King Street Wilmington, Delaware 19801 ATTN: Sean Beach Joe Mulvihill E-mail: sbeach@ycst.com jmulvihill@ycst.com
If to Administrative Agent and DIP Agent, to:	WELLS FARGO BANK, NATIONAL ASSOCIATION 1800 Century Park East, Suite 1100 Los Angeles, California 90067 Attn: Cameron Scott Email: cameron.scott@wellsfargo.com
with a copy to (which alone shall not constitute notice):	GOLDBERG KOHN LTD. 55 E. Monroe Street, Suite 3300 Chicago, Illinois 60603 Attn: William Starshak, Esq. and Dimitri Karcazes, Esq. Fax No.: 312-201-4000 Email: william.starshak@goldbergkohn.com dimitri.karcazes@goldbergkohn.com

or to such other address as such party may indicate by a notice delivered to the other party hereto.

All notices and other communications required or permitted under this Agreement that are addressed as provided in this Section 11.3 if delivered personally shall be effective upon delivery, if by overnight carrier shall be effective one (1) Business Day following deposit with such overnight carrier, if delivered by mail, shall be effective three (3) Business Days following deposit in the United States certified mail, postage prepaid, and if by e-mail prior to 6:00 p.m. ET, on the date of delivery to the email address set forth above, and if by e-mail at or after 6:00 p.m. ET, on the next Business Day, in each case provided the computer record indicates a full and successful transmission and no failure message is generated.

11.4 Successors and Assigns.

(a) Except as expressly permitted in this Agreement, the rights and obligations of the Parties under this Agreement shall not be assignable by such Parties without the written consent of the other Parties hereto; provided, however, that the Purchaser shall be permitted to assign any of its rights, but not its obligations, hereunder to (i) any one or more Affiliates of Purchaser and (ii) its lenders as collateral security for its obligations under any of its secured debt financing arrangements.

(b) This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. The successors and permitted assigns hereunder shall include any permitted assignee as well as the successors in interest to such permitted assignee (whether by merger, consolidation, liquidation (including successive mergers, consolidations or liquidations) or otherwise). Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any Person other than the Parties and successors and assigns permitted by this Section 11.4 any right, remedy or claim under or by reason of this Agreement.

11.5 Entire Agreement; Amendments; Schedules. This Agreement, that certain Confidentiality Agreement dated February 20, 2024, by and between Coach USA, Inc. and The Renco Group, Inc., the Ancillary Documents and the Schedules referred to herein contain the entire understanding of the Parties hereto with regard to the subject matter contained herein or therein, and supersede all prior agreements, understandings or letters of intent between or among any of the Parties hereto with respect to such subject matter. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the Parties; provided, however, that in no event shall this Agreement be amended without the prior written consent of the Administrative Agent on behalf of the Lenders and the DIP Agent on behalf of the DIP Lenders.

11.6 Waivers. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the Party or Parties entitled to the benefit thereof; provided, however that any such waivers or extensions shall also require the prior written consent of the Administrative Agent on behalf of the Lenders and the DIP Agent on behalf of the DIP Lenders. Any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any Party, it is authorized in writing by an authorized representative of such Party. Except as otherwise provided herein, the failure of any Party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

11.7 Expenses. Each Party will pay all costs and expenses incident to its negotiation and preparation of this Agreement and to its performance and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including the fees, expenses and disbursements of its counsel and accountants.

11.8 Remedies. The Parties recognize that if Sellers breach or refuse to perform as set forth in this Agreement, monetary damages alone would not be adequate to compensate the non-breaching Party for their injuries. Purchaser shall therefore be entitled, in addition to any other remedies that may be available, to seek to obtain specific performance of, or to enjoin the violation of, this Agreement. If any litigation is brought by the Purchaser to enforce this Agreement, Sellers shall waive the defense that there is an adequate remedy at law. The Parties agree to waive any requirement for the security or posting of any bond in connection with any litigation seeking specific performance of, or to enjoin the violation of, this Agreement. The Parties agree that the only permitted objection that they may raise in response to any action for specific performance or an injunction is that it contests the existence of a breach, threatened breach, or refusal to perform. The right of specific performance, injunctive and other equitable remedies is an integral part of the transactions contemplated by this Agreement and without that right, none of the Parties would have entered into this Agreement.

11.9 Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable Legal Requirements, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

11.10 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement and shall become binding when one or more counterparts have been signed by and delivered to each of the Parties hereto. Delivery of an executed counterpart of a signature page to this Agreement by electronic delivery (i.e., by electronic mail of a PDF signature page) shall be effective as delivery of a manually executed counterpart of this Agreement.

11.11 Governing Law. This Agreement shall be governed by, and construed in accordance with, the Legal Requirements of the State of Delaware applicable to contracts executed in and to be performed in that State. For clarity, the Parties agree that the Canadian Recognition Case shall be governed by, and construed in accordance with, the Legal Requirements of the Province of Ontario and the federal Legal Requirements of Canada applicable therein.

(a) All Actions arising out of or relating to this Agreement, including the resolution of any and all disputes hereunder, shall be heard and determined in the Bankruptcy Court and the appellate courts therefrom, and the Parties hereby irrevocably submit to the exclusive jurisdiction of the Bankruptcy Court in any such Action and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action; provided, however, that any Action arising out of or relating to the Canadian Recognition Case, shall be heard and determined in the Canadian Court and the appellate courts therefrom, and the Parties irrevocably submit to the exclusive jurisdiction of the Canadian Court in any such Action and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action. The Parties hereby consent to service of process by mail (in accordance with Section 11.3) or any other manner permitted by law.

(b) THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SELLERS, THE PURCHASER, OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

11.12 No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind; provided, however, that the Administrative Agent and the DIP Agent are and will remain a third-party beneficiary of, to, and under this Agreement to the extent of any Encumbrances or other rights or interests of the Administrative Agent and the Lenders or the DIP Agent and the DIP Lenders arising in or under, or otherwise relating to, the terms of this Agreement. Notwithstanding anything in this Agreement to the contrary, the undersigned each acknowledges, confirms, and agrees that all of Sellers' rights and interests in, under, and to this Agreement, including all of Sellers' rights and interests in, under, and to the Good Faith Deposit, are subject to any Encumbrances and other rights or interests therein from time to time granted or otherwise provided to the Administrative Agent and the DIP Agent, including under or in connection with any cash collateral order, debtor-in-possession financing order, or related documentation from time to time approved by the Bankruptcy Court, and including any Encumbrances granted or provided to the Administrative Agent or the DIP Agent from time to time under any of Sections 361 or 364 of the Bankruptcy Code.

11.13 No Rights against Lenders or DIP Lenders. Notwithstanding anything to the contrary contained in this Agreement, (i) no Seller shall have any rights or claims against the Administrative Agent, the DIP Agent or any Lender or DIP Lender, in any way relating to this Agreement or any of the transactions contemplated by this Agreement, or in respect of any oral representations made or alleged to have been made in connection herewith or therewith, including any dispute arising out of or relating in any way to the Debt Commitment Letter or the performance thereof or the Debt Financing, whether at law or equity, in contract, in tort or otherwise and (ii) neither the Administrative Agent, the DIP Agent nor any Lender or DIP Lender shall have any Liability to any Seller for any obligations or liabilities of any Party under this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby or in respect of any oral representations made or alleged to have been made in connection herewith or therewith, including any dispute arising out of or relating in any way to the Debt Commitment Letter or the performance thereof or the Debt Financing, whether at law or equity, in contract, in tort or otherwise.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Asset Purchase Agreement to be executed the day and year first above written.

PURCHASER:

BUS COMPANY HOLDINGS US, LLC

By: _____
Name: James W. Reitzig
Title: Vice President

1485832 B.C. UNLIMITED LIABILITY COMPANY

By: _____
Name: James W. Reitzig
Title: Vice President

[Signatures Continue on Following Pages]

SELLERS:

COACH USA, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

COACH USA ADMINISTRATION, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

CUSARE, INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

3329003 CANADA INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

3376249 CANADA INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

4216849 CANADA INC.

By: 
Name: Ross Kinnear
Title: Chief Financial Officer

SELLERS (cont.):

BARCLAY AIRPORT SERVICE, INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

CHENANGO VALLEY BUS LINES, INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

DILLON'S BUS SERVICE, INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

DOUGLAS BRAUND INVESTMENTS INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

ELKO, INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

HUDSON TRANSIT CORPORATION

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

SELLERS (cont.):

HUDSON TRANSIT LINES, INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

MEGABUS CANADA INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

MIDTOWN BUS TERMINAL OF NEW YORK, INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

OLYMPIA TRAILS BUS COMPANY, INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

PARAMUS NORTHEAST MGT CO., LLC

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

SELLERS (cont.):

PERFECT BODY, INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

ROCKLAND COACHES, INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

ROUTE 17 NORTH REALTY, LLC

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

SAM VAN GALDER, INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

SHORT LINE TERMINAL AGENCY, INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

SUBURBAN MANAGEMENT CORP.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

SELLERS (cont.):

SUBURBAN TRAILS, INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

SUBURBAN TRANSIT CORP.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

TRENTWAY-WAGAR INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

VOYAVATION LLC

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

WISCONSIN COACH LINES, INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

MISTER SPARKLE, INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

SELLERS (cont.):

COMMUNITY BUS LINES, INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

COMMUNITY COACH, INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

COMMUNITY TOURS, INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

COMMUNITY TRANSIT LINES, INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

COMMUNITY TRANSPORTATION, INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

MEGABUS NORTHEAST, LLC

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

SELLERS (cont.):

COACH USA MBT, LLC

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

ROCKLAND TRANSIT CORP.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

TRENTWAY-WAGAR (PROPERTIES) INC.

By:_____
Name: Ross Kinnear
Title: Chief Financial Officer

SCHEDULE A

SELLERS

Sellers

1. Coach USA, Inc.
2. Coach USA Administration, Inc.
3. CUSARE, Inc.
4. 3329003 Canada Inc.
5. 3376249 Canada Inc.
6. 4216849 Canada Inc.
7. Barclay Airport Service, Inc.
8. Chenango Valley Bus Lines, Inc.
9. Dillon's Bus Service, Inc.
10. Douglas Braund Investments Inc.
11. Elko, Inc.
12. Hudson Transit Corporation
13. Hudson Transit Lines, Inc.
14. [Reserved]
15. Megabus Canada Inc.
16. Midtown Bus Terminal of New York, Inc.
17. Olympia Trails Bus Company, Inc.
18. Paramus Northeast Mgt Co., LLC
19. Perfect Body, Inc.
20. Rockland Coaches, Inc.
21. Route 17 North Realty, LLC
22. Sam Van Galder, Inc.
23. Short Line Terminal Agency, Inc.
24. Suburban Management Corp.
25. Suburban Trails, Inc.
26. Suburban Transit Corp.
27. Trentway-Wagar Inc.
28. Voyavation LLC
29. Wisconsin Coach Lines, Inc.
30. Mister Sparkle, Inc.
31. Community Bus Lines, Inc.
32. Community Coach, Inc.
33. Community Tours, Inc.
34. Community Transit Lines, Inc.
35. Community Transportation, Inc.
36. Megabus Northeast, LLC
37. Coach USA MBT, LLC
38. Rockland Transit Corp.
39. Trentway-Wagar (Properties) Inc.

EXHIBIT A

FORM OF ASSUMPTION AND ASSIGNMENT AGREEMENT

EXHIBIT B

BIDDING PROCEDURES MOTION

EXHIBIT C

BIDDING PROCEDURES ORDER

EXHIBIT D

FORM OF BILL OF SALE

EXHIBIT E

FORM OF SALE ORDER

EXHIBIT E

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-_____ (___) (Jointly Administered) Ref. Docket No. _____

ORDER (A) APPROVING THE SALE OF CERTAIN OF THE DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, (B) APPROVING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES RELATED THERETO, AND (C) GRANTING RELATED RELIEF

Upon the motion (the "**Motion**")[2] dated [_____, 2024] [Docket No. ___] of the above-captioned debtors and debtors-in-possession (collectively, the "**Debtors**") pursuant to sections 105(a), 363, 365, and 1113 of chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "**Bankruptcy Code**"), Rules 2002, 6003, 6004, 6006, 9007, 9008, and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rules 2002-1, 6004-1, 9006-1, and 9013-1(m) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "**Local Bankruptcy Rules**") for an order (this "**Order**"), among other things: (a) authorizing and approving the entry into and performance under the terms and conditions of that certain Asset Purchase Agreement, substantially in the form attached hereto as **Exhibit 1**, and which for purposes of this Order shall include all exhibits, schedules and ancillary documents related thereto and hereto, including the Ancillary Documents

[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 defined herein shall have the meanings ascribed to such terms in the Motion or the Purchase Agreement, as applicable.

(collectively, and as may be amended, supplemented or restated, the "**Purchase Agreement**"), by and among certain of the Debtors, on the one hand (such Debtors, as identified on Schedule A to the Purchase Agreement, collectively the "**Debtor Sellers**"), and Bus Company Holdings US, LLC, and 1485832 B.C. Unlimited Liability Company (including their respective permitted affiliates, subsidiaries, designees, successors and assignees under the Purchase Agreement, collectively, the "**Purchaser**"), on the other hand; (b) approving the sale (collectively, and including all actions taken or required to be taken in connection with the implementation and consummation of the Purchase Agreement, the "**Sale Transaction**") of certain of the assets of the Debtors as set forth in the Purchase Agreement (the "**Purchased Assets**"), free and clear of all Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances); (c) authorizing the assumption and assignment of certain executory contracts and unexpired leases (the "**Assigned Contracts**") and the assumption of the Assumed Liabilities (including the Assumed Secured Debt), each as more fully described in the Purchase Agreement as and to the extent set forth in the Purchase Agreement; and (d) approving the form and manner of notice of the foregoing; and the Court having held a hearing on [_____, 2024] (the "**Sale Hearing**") to consider the Motion and to consider approval of the Sale Transaction; and the Court having reviewed and considered the relief sought in the Motion with respect to the Sale Transaction, the declarations submitted in support of the Motion, all objections to the Motion and the Debtors' responses thereto at the Sale Hearing, and the arguments of counsel made, and the declarations admitted into evidence at the Sale Hearing; and all parties-in-interest having been heard or having had the opportunity to be heard regarding the Sale Transaction and the relief requested in this Order; and due and sufficient notice of the Motion and the Sale Hearing having been given under the particular circumstances and in accordance with the Bidding Procedures Order; and it

appearing that no other or further notice need be provided; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby;

FOUND, CONCLUDED, AND DETERMINED THAT[3]:

A. **Jurisdiction and Venue.** This Court 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 February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b), and this Court may enter a final order consistent with Article III of the United States Constitution. Venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. **Statutory Predicates.** The statutory bases for the relief requested in the Motion are: (i) sections 105, 363, 364, 365, and 1113 of the Bankruptcy Code; (ii) Bankruptcy Rules 2002(a)(2), 6003, 6004, 6006, 9007, 9008, and 9014; and (iii) Local Bankruptcy Rules 2002-1, 6004-1, 9006-1, and 9013-1(m) of the Local Bankruptcy Rules.

C. **Bidding Procedures**. On [_____], 2024, the Court entered an order [Docket No. ___] (the "**Bidding Procedures Order**"), which, among other things, (i) authorized and approved the Bidding Procedures in connection with the sale of substantially all of the assets of the Debtors (the "**Assets**"), including the Purchased Assets; (ii) approved procedures for the assumption and assignment of contracts, including the manner in which the notice of potential assignment of the

[3] The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. Furthermore, any findings of fact or conclusions of law made by the Court on the record at the close of the Sale Hearing are incorporated herein pursuant to Bankruptcy Rule 7052.

Assigned Contracts and potential Cure Costs related thereto (the "**Potential Assumption and Assignment Notice**") were provided to non-Debtor counterparties to the Debtors' executory contracts and unexpired leases; (iii) approved the form and manner of notice of the Auction and the Sale Hearing; (iv) scheduled the Sale Hearing and set other related dates and deadlines; (v) designated Purchaser as the Stalking Horse Bidder for the Purchased Assets and granted Purchaser the Stalking Horse Bid Protections described therein; and (v) granted related relief.

D. The Bidding Procedures were substantively and procedurally fair to all parties and all potential bidders and afforded notice and a full, fair and reasonable opportunity for any Person or Entity to make a higher and otherwise better offer to purchase the Purchased Assets. The Debtors and their professionals adequately marketed the Assets and conducted the marketing and sale process in accordance with the Bidding Procedures and the Bidding Procedures Order. The Debtors determined that the Purchase Agreement constituted the highest and best offer with respect to the Purchased Assets and selected the Purchase Agreement as the Successful Bid with respect to the Purchased Assets. The Debtors therefore determined in a valid and sound exercise of their business judgment, and in accordance with the Bidding Procedures and Bidding Procedures Order, that the highest and best Qualified Bid for the Purchased Assets is that of the Purchaser and that the Purchase Agreement will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative.

E. **Marketing Process**. The Debtors and their advisors thoroughly and fairly marketed the Purchased Assets and conducted the related sale process in good faith and in a fair and open manner, soliciting offers to acquire the Purchased Assets from a wide variety of parties. The sale process and the Bidding Procedures were non-collusive, duly noticed, and provided a full, fair, reasonable, and adequate opportunity for any Person or any entity (as such term is defined in

the Bankruptcy Code, an "**Entity**") that expressed an interest in acquiring the Purchased Assets, or who the Debtors believed may have an interest in acquiring, and be permitted and able to acquire, the Purchased Assets, to conduct due diligence, make an offer to purchase the Debtors' assets, including, without limitation, the Purchased Assets, and submit higher and otherwise better offers for the Purchased Assets than Purchaser's Successful Bid. The Debtors and Purchaser have negotiated and undertaken their roles leading to the Sale Transaction and entry into the Purchase Agreement in a diligent, non-collusive, fair, reasonable, and good faith manner. The sale process conducted by the Debtors pursuant to the Bidding Procedures Order and the Bidding Procedures resulted in the highest and otherwise best offer for the Purchased Assets for the Debtors and their estates, was in the best interests of the Debtors, their creditors, and all parties in interest, and any other transaction would not have yielded as favorable a result. The Debtors' determinations that the Purchase Agreement constitutes the highest and otherwise best offer for the Purchased Assets and maximizes value for the benefit of the Debtors' estates constitutes a valid and sound exercise of the Debtors' business judgment and are in accordance and compliance with the Bidding Procedures and the Bidding Procedures Order. The Purchase Agreement represents fair and reasonable terms for the purchase of the Purchased Assets. No other Person or Entity has offered to purchase the Purchased Assets for greater overall value to the Debtors' estates than the Purchaser. Approval of the Motion (as it pertains to the Sale Transaction) and the Purchase Agreement and the consummation of the transactions contemplated thereby will maximize the value of each of the Debtors' estates and are in the best interests of the Debtors, their estates, their creditors, and all other parties in interest. There is no legal or equitable reason to delay consummation of the transactions contemplated by the Purchase Agreement, including without limitation, the Sale Transaction.

F. **Notice**. As evidenced by the certificates of service filed on [_____, 2024] at Docket Nos. [_____], actual written notice of the Motion and the relief requested therein (including the assumption and assignment of the Assigned Contracts to Purchaser and any Cure Costs related thereto) was provided to the following parties (the "**Notice 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) proposed counsel for any official committee appointed in the Chapter 11 Cases; (d) counsel to Wells Fargo Bank, National Association in its capacity as DIP Agent and Prepetition ABL Administrative Agent; (e) counsel to the Stalking Horse Bidders; (f) the United States Attorney for the District of Delaware; (g) the attorneys general for each of the states in which the Debtors conduct business operations; (h) the Internal Revenue Service; (i) the Securities and Exchange Commission; (j) all known taxing authorities for the jurisdictions to which the Debtors are subject; (k) all environmental authorities having jurisdiction over any of the Assets; (l) all state, local or federal agencies, including any departments of transportation, having jurisdiction over any aspect of the Debtors' business operations; (m) all entities known or reasonably believed to have asserted a lien on any of the Assets; (n) counterparties to the Debtors' executory contracts and unexpired leases; (o) all persons that have expressed to the Debtors an interest in a transaction with respect to the Assets during the past six (6) months; (p) the State of Texas, acting through the Texas Department of Transportation; (q) the office of unclaimed property for each state in which the Debtors conduct business; (r) the Pension Benefit Guaranty Corporation; (s) the Surface Transportation Board and all other Governmental Authorities (as defined in the NewCo Stalking Horse APA) with regulatory jurisdiction over any consent required for the consummation of the transactions; (t) the Federal Motor Carrier Safety Administration; (u) the Federal Trade Commission; (v) the U.S. Department of Justice; (w) each of the Unions; (x) all

of the Debtors' other known creditors and equity security holders; and (y) those parties who have formally filed a request for notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002 at the time of service.

G. In addition to the foregoing notice, the Debtors advertised the proposed Sale and the relief requested in this Order on the website of the Debtors' proposed claims and noticing agent, Kroll Restructuring Administration LLC on June [__], 2024.

H. Notice of the Sale Transaction, the Motion, the time and place of the proposed Auction, the time and place of the Sale Hearing, the proposed entry of this Order, and the time for filing objections to the Motion (the "**Sale Notice**") was reasonably calculated to provide all interested parties with timely and proper notice of the Sale, the Auction, and the Sale Hearing. Such notice was sufficient and appropriate under the particular circumstances. No other or further notice of the Sale Transaction, the Motion, the Auction, the Sale Hearing, or of the entry of this Order is necessary or shall be required.

I. In accordance with the Bidding Procedures Order, the Debtors have served the Potential Assumption and Assignment Notice on all non-Debtor counterparties to the Debtors' executory contracts and unexpired leases, which Potential Assumption and Assignment Notice identifies with respect to each executory contract or unexpired lease the amount, if any, required to cure any default and/or actual pecuniary loss to the non-Debtor counterparty resulting from such default including, but not limited to, all claims, demands, charges, rights to refunds, and monetary and non-monetary obligations that such non-Debtor counterparty can assert under such executory contract or unexpired lease, whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate, relating to money now owing or owing in the future, arising under or out of, in connection with,

or in any way relating to such executory contract or unexpired lease (the foregoing amounts as stated in the Potential Assumption and Assignment Notice, the "**Cure Costs**"). The service and provision of the Potential Assumption and Assignment Notice was good, sufficient and appropriate under the circumstances and no further notice need be given in respect of assumption and assignment of the Assigned Contracts or establishing a Cure Cost for any Assigned Contract. Non-Debtor counterparties to the Assigned Contracts have had an adequate opportunity to object to assumption and assignment of the applicable Assigned Contract and the Cure Cost set forth in the Potential Assumption and Assignment Notice (including objections related to the adequate assurance of future performance and objections based on whether applicable law excuses the non-Debtor counterparty from accepting performance by, or rendering performance to, Purchaser for purposes of section 365(c)(1) of the Bankruptcy Code). The deadline to file an objection to the stated Cure Costs or assignment has expired and to the extent any party timely filed a Cure Costs/Assignment Objection or Post-Auction Objection by the respective Cure Costs/Assignment Objection Deadline or Post-Auction Objection Deadline (each as defined in the Assumption and Assignment Procedures), all such objections have been resolved, withdrawn, overruled, or continued to a later hearing by agreement of the parties, including but not limited to the Purchaser. To the extent that any such party did not timely file a Cure Costs/Assignment Objection or Post-Auction Objection by the deadline stated in the Potential Assumption and Assignment Notice, such party shall be deemed to have consented to (i) the assumption and assignment of the Assigned Contract to the Purchaser, and (ii) the proposed Cure Cost set forth on the Potential Assumption and Assignment Notice.

J. As evidenced by the certificates of service [Docket Nos. ___] previously filed with the Court, and based on the representations of counsel at the Sale Hearing, (i) proper, timely,

adequate and sufficient notice of the Motion, the Sale Hearing, the Sale Transaction, and the potential assumption and assignment of the Assigned Contracts (including Cure Costs related thereto) has been provided in compliance with the Bidding Procedures Order and in accordance with Bankruptcy Code sections 105(a), 363, 365, and 1113, and Bankruptcy Rules 2002, 4001, 6004, 6006, 9006, 9007, 9008 and 9014, (ii) such notice was good and sufficient, and appropriate under the particular circumstances, and (iii) no other or further notice of the Motion, the Sale Hearing, or the Sale Transaction is or shall be required.

K. **Corporate Authority**. The Debtors have full corporate power and authority to execute the Purchase Agreement and all other documents contemplated thereby and the Debtors' sale of the Purchased Assets has been duly and validly authorized by all necessary corporate action. The Debtors have all of the corporate power and authority necessary to consummate the transactions contemplated by the Purchase Agreement. The Debtors have taken all corporate action necessary to authorize and approve the Purchase Agreement and the consummation of the transactions contemplated thereby, and no consents or approvals, other than those expressly provided for in the Purchase Agreement, are required for the Debtors to consummate such transactions.

L. **Title to Purchased Assets.** The Purchased Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. The Debtors are the sole and lawful owner of the Purchased Assets. Subject to Bankruptcy Code sections 363(f) and 365(a), the transfer of each of the Purchased Assets to Purchaser, in accordance with the Purchase Agreement will be, as of the Closing Date (as defined in the Purchase Agreement), a legal, valid, and effective transfer of the Purchased Assets, which transfer vests or will vest Purchaser with all right, title, and interest of

the Debtors to the Purchased Assets free and clear of all Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances).

M. **Sale in the Best Interest of the Debtors' Estates**. The Debtors have articulated good and sufficient business reasons for the Court to authorize (i) the Debtor Sellers' entry into the Purchase Agreement and consummation of the Sale Transaction including the sale of the Purchased Assets to the Purchaser pursuant to the terms of the Purchase Agreement and this Order, (ii) the assumption and assignment of the Assigned Contracts as set forth herein and in the Purchase Agreement, and (iii) the assumption of the Assumed Liabilities (including the Assumed Secured Debt) as and to the extent set forth herein and in the Purchase Agreement. Entry into the Purchase Agreement and consummation of the Sale Transaction pursuant to this Order are sound exercises of business judgment, and such acts are in the best interests of the Debtors, their estates and creditors, and all parties-in-interest.

N. The Debtors have articulated good and sufficient business reasons justifying the sale of the Purchased Assets to the Purchaser. Additionally, as provided in the Declaration of John Sallstrom in support of the Motion [Docket No. __]: (i) the Debtors conducted a robust marketing process to sell the Purchased Assets and the Purchase Agreement constitutes the highest and best offer for the Purchased Assets; (ii) the Bidding Procedures utilized were designed to yield the highest or otherwise best bids for the Purchased Assets; (iii) the Purchase Agreement and the closing of the Sale Transaction present the best opportunity to realize the highest value for the Purchased Assets; (iv) there is risk of deterioration of the value of the Purchased Assets if the Sale Transaction is not consummated promptly; and (v) the Purchase Agreement and the sale of the Purchased Assets to the Purchaser provide greater value to the Debtors' estates than would be provided by any other presently available alternative.

O. The Debtors have demonstrated compelling circumstances and a good, sufficient and sound business purpose for the sale outside of: (i) the ordinary course of business, pursuant to Bankruptcy Code section 363(b); and (ii) a plan of reorganization, in that, among other things, the immediate consummation of the Sale Transaction is necessary and appropriate to maximize the value of the Debtors' estates.

P. **Good Faith of Debtors and Purchaser**. There is no evidence before the Court of any collusion in connection with the sale process for the Purchased Assets. The Purchase Agreement was negotiated and is undertaken by the Debtor Sellers and the Purchaser at arm's-length and in good faith within the meaning of Bankruptcy Code section 363(m). The Purchaser is not an "insider" of any of the Debtors as that term is defined by Bankruptcy Code section 101(31). The Purchaser recognized that the Debtors were free to deal with any other party interested in acquiring the Purchased Assets, complied with the Bidding Procedures and the Bidding Procedures Order, and agreed to, and did, subject its bid to the competitive Bidding Procedures approved in the Bidding Procedures Order. Purchaser in no way induced or caused the chapter 11 filing by the Debtors. Purchaser has not engaged in any conduct that would cause or permit the Sale Transaction or the Purchase Agreement to be avoided or subject to monetary damages under section 363(n) of the Bankruptcy Code by any action or inaction. No common identity of directors, managers, officers, or controlling stockholders exist between Purchaser, on the one hand, and any of the Debtors, on the other hand. As a result of the foregoing, the Purchaser is entitled to the protections of Bankruptcy Code section 363(m), including in the event this Order or any portion thereof is reversed or modified on appeal, and otherwise has proceeded in good faith in all respects in connection with these Chapter 11 Cases.

Q. All payments to be made by the Purchaser and other agreements or arrangements entered into by the Purchaser in connection with the Sale Transaction, including the assumption of the Assumed Secured Debt and assumption of other Assumed Liabilities as and to the extent set forth in the Purchase Agreement, have been disclosed.

R. There is no evidence that the Debtors or the Purchaser engaged in any conduct that would cause or permit the Purchase Agreement or the consummation of the Sale Transaction to be avoided, or costs or damages to be imposed, under Bankruptcy Code section 363(n) or under any other law of the United States, any state, territory, possession thereof, or any other applicable law including laws applicable in Canada.

S. The Purchase Agreement was not entered into, and the Sale Transaction is not consummated, for the purpose of hindering, delaying or defrauding the Debtors' creditors under the Bankruptcy Code or under any other law of the United States, any state, territory, possession thereof, or any other applicable law. Neither the Debtor Sellers nor the Purchaser have entered into the Purchase Agreement, or is consummating the Sale Transaction, for any fraudulent or otherwise improper purpose.

T. **Consideration**. The total consideration provided by the Purchaser for the Purchased Assets represents the highest and best offer received by the Debtors for the Purchased Assets, and the Purchase Price constitutes reasonably equivalent value and fair consideration under and as such terms are defined in the Bankruptcy Code, the Uniform Voidable Transactions Act, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, section 548 of the Bankruptcy Code, and any other applicable laws of the United States, any state, territory, possession, or the District of Columbia, or any applicable laws in Canada.

U. **Free and Clear**. The Debtors may sell the Purchased Assets free and clear of all Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances) to the fullest extent permitted by section 363(f) of the Bankruptcy Code because, with respect to each creditor asserting a lien, claim, interest or encumbrance, one or more of the standards set forth in Bankruptcy Code section 363(f)(1)–(5) has been satisfied. Those holders of Liabilities and Encumbrances that did not object to or that withdrew their objections to the sale of the Purchased Assets or the Motion are deemed to have consented to the Sale pursuant to section 363(f)(2) of the Bankruptcy Code, and are barred from challenging the Motion, the Sale Transaction, or the sale of the Purchased Assets free and clear of Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances). Those holders of Liabilities or Encumbrances that did object fall within one or more of the other subsections of Bankruptcy Code section 363(f) or are adequately protected by having their Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances), if any, attach to the proceeds of the Sale Transaction ultimately attributable to the Purchased Assets in which such holders allege a Liability or Encumbrance, in the same order of priority, with the same validity, force and effect that each such holder had prior to the Sale Transaction, and subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

V. The Purchaser would not have entered into the Purchase Agreement and would not agree to consummate the Sale Transaction if the sale of the Purchased Assets to the Purchaser were not free and clear of all Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances) to the fullest extent permitted pursuant to Bankruptcy Code section 363(f) or if the Purchaser would, or in the future could, be liable for any of such Liabilities and Encumbrances.

W. **No Successor Liability**. The Sale Transaction contemplated under the Purchased Agreement does not amount to a consolidation, merger, or de facto merger of the Purchaser and the Debtors or the Debtors' estates: there is not substantial continuity between the Purchaser and the Debtors, there is no common identity between the Debtors and the Purchaser, there is no continuity of enterprise between the Debtors and the Purchaser, the Purchaser is not a mere continuation of the Debtors or their estates, and the Purchaser does not constitute a successor to the Debtors or their estates. Purchaser is not a successor or assignee of the Debtors or their estates for any purpose, including but not limited to under any federal, state or local statute or common law, or revenue, pension, ERISA, tax, labor, employment, environmental (to the extent permitted by law), escheat or unclaimed property laws, or other law, rule or regulation (including without limitation filing requirements under any such laws, rules or regulations), and Purchaser and its affiliates shall have no liability or obligation under the Workers Adjustment and Retraining Act (the "**WARN Act**"), 929 U.S.C. §§ 210 et seq. or the Comprehensive Environmental Response Compensation and Liability Act (to the extent permitted by law), and shall not be deemed to be a "successor employer" for purposes of the Internal Revenue Code of 1986, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disability Act, the Family Medical Leave Act, the National Labor Relations Act, the Labor Management Relations Act, the Older Workers Benefit Protection Act, the Equal Pay Act, the Civil Rights Act of 1866 (42 U.S.C. 1981), the Employee Retirement Income Security Act, the Multiemployer Pension Protection Act, the Pension Protection Act and/or the Fair Labor Standards Act. Other than the Assumed Liabilities as and to the extent set forth in the Purchase Agreement, the Purchaser shall have no liability or obligations of any kind, character, or nature whatsoever with respect to any liabilities of the Debtors, including, without limitation, the Excluded Liabilities

or relating to any of the Excluded Assets, and the Debtors hereby irrevocably release and forever discharge the Purchaser and any of the Purchaser's successors and assigns from any and all Claims, Actions, obligations, Liabilities, demands, damages, losses, costs, and expenses of any kind, character or nature whatsoever, known or unknown, fixed or contingent, relating to the sale and assignment of the Purchased Assets, except for, and to the extent of, the Assumed Liabilities (including the Assumed Secured Debt) assumed in accordance with and arising expressly under the Purchase Agreement.

X. The Purchaser would not have acquired the Purchased Assets but for the protections against potential claims based upon successor liability, de facto merger, or theories of similar effect that are set forth in this Order.

Y. **Assigned Contracts**. The Debtors have proven and demonstrated that it is an exercise of their sound business judgment to assume and assign the Assigned Contracts to the Purchaser in connection with the consummation of the Sale Transaction, and the assumption and assignment of the Assigned Contracts to the Purchaser is in the best interests of the Debtors, their estates and creditors and all parties-in-interest. The Assigned Contracts being assigned to the Purchaser are an integral part of the Purchased Assets being purchased by the Purchaser, and accordingly, such assumption and assignment of such Assigned Contracts is reasonable and enhances the value of the Debtors' estates.

Z. The Cure Costs with respect to the Assigned Contracts are deemed to be the entire cure obligation due and owing under such Assigned Contracts under Bankruptcy Code section 365(b). To the extent that any non-Debtor counterparty to an Assigned Contract failed to timely file an objection to the proposed Cure Cost filed with the Bankruptcy Court and associated with such Assigned Contract, the Cure Cost listed in the Potential Assumption and Assignment Notice

with respect to such Assigned Contract shall be deemed to be the entire cure obligation due and owing under such Assigned Contract.

AA. Each respective provision of the Assigned Contracts or applicable non-bankruptcy law that purports to prohibit, restrict or condition, or could be construed as prohibiting, restricting or conditioning, assignment of any Assigned Contracts (including, without limitation, any provisions purporting to prohibit possession or control of leased property by any party other than the applicable Debtor counterparty or its affiliates) has been satisfied or is otherwise unenforceable under Bankruptcy Code section 365.

BB. Assumption and assignment of any Assigned Contract pursuant to this Order and the Purchase Agreement and full payment of any applicable Cure Cost shall result in the full release and satisfaction of any and all cures, claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting change in control or ownership interest composition or other bankruptcy-related defaults, arising under any Assigned Contract at any time prior to the Closing Date, and shall relieve the Debtors and their estates from any liability for any breach of such Assigned Contract occurring after such assignment.

CC. The Purchaser has demonstrated adequate assurance of future performance of all Assigned Contracts to be assigned to the Purchaser, within the meaning of Bankruptcy Code section 365.

DD. Upon the assignment to the Purchaser: (i) each Assigned Contract shall be deemed valid and binding and in full force and effect in accordance with its terms, and all defaults thereunder, if any, shall be deemed cured upon payment of the relevant Cure Cost (if applicable), subject to the provisions of this Order and the Purchase Agreement; and (ii) the Purchaser shall assume all obligations under each such Assigned Contract.

EE. **Injunctive Relief**. The injunction set forth in this Order against creditors and third parties pursuing claims against, and Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances) on, the Purchased Assets is necessary to induce the Purchaser to close the Sale Transaction, and the issuance of such injunctive relief is therefore necessary and appropriate to avoid irreparable injury to the Debtors' estates and will therefore benefit the Debtors' creditors.

FF. **Record Retention**. Pursuant to the terms of and subject to the conditions in Sections 7.1(d) and 7.5 of the Purchase Agreement, following the Closing, the Debtors, their successors and assigns and any trustee in bankruptcy will have access to the Debtors' books and records for the specified purposes set forth in, and in accordance with, the Purchase Agreement.

GG. **Valid and Binding Contract; Validity of Transfer**. The Purchase Agreement is a valid and binding contract between the Debtors and Purchaser and shall be enforceable pursuant to its terms. The Purchase Agreement and the Sale Transaction itself, and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond) the Debtors, and any chapter 11 trustee appointed in these Chapter 11 Cases, or in the event the Chapter 11 Cases are converted to a case under chapter 7 of the Bankruptcy Code, a chapter 7 trustee, and shall not be subject to rejection or avoidance by the foregoing parties or any other Person. The consummation of the Sale Transaction is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b), 365(1), and 1113 of the Bankruptcy Code and all of the applicable requirements of such sections have been complied with in respect of the Sale Transaction.

HH. Personally Identifiable Information. The appointment of a consumer privacy ombudsman pursuant to section 363(b)(1) or section 332 of the Bankruptcy Code is not required with respect to the relief requested in the Motion.

II. **No *Sub Rosa* Plan**. The Sale Transaction does not constitute a *sub rosa* chapter 11 plan. The Sale Transaction neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates a chapter 11 plan for any of the Debtors.

JJ. **Legal and Factual Bases**. The legal and factual bases set forth in the Motion establish just cause for the relief granted herein. Entry of this Order is in the best interests of the Debtors and their estates, creditors, interest holders and all other parties-in-interest.

KK. **Final Order**. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), the Court expressly finds that there is no just reason for delay in the implementation of this Order, and, sufficient cause having been shown, waives any such stay, and expressly directs entry of judgment as set forth herein. The Debtors have demonstrated compelling circumstances and a good, sufficient and sound business purpose and justification for the immediate approval and consummation of the Sale Transaction as contemplated by the Purchase Agreement. The Purchaser, being a good faith purchaser under section 363(m) of the Bankruptcy Code, may at its discretion close the Sale Transaction contemplated by the Purchase Agreement at any time after entry of this Order.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

1. **Motion is Granted**. The Motion and the relief requested therein as it pertains to the Sale Transaction is **GRANTED**, to the extent set forth herein.

2. **Objections Overruled**. Any Objection to the Motion, the Sale Transaction, or any other relief granted in this Order, including, without limitation, any objections to Cure Costs or relating to the cure of any defaults under any of the Assigned Contracts or the assumption and assignment of any of the Assigned Contracts to the Purchaser by the Debtors, to the extent not resolved, adjourned for hearing on a later date, waived or withdrawn, or previously overruled, and all reservations of rights included therein, is hereby **OVERRULED** and **DENIED** on the merits.

3. **Ratification of Bidding Procedures**. The Bidding Procedures utilized by the Debtors with respect to the Sale Transaction are hereby ratified and were appropriate under the circumstances in order to maximize the value obtained from the Sale Transaction for the benefit of the estates.

4. **Adequate Notice**. Notice of the Motion, the Sale Hearing, Purchase Agreement, the Auction, and the relief granted in this Order was fair and equitable under the circumstances and complied in all respects with sections 102(1) and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 6006, the Local Bankruptcy Rules, the Assumption and Assignment Procedures, the Bidding Procedures Order, and the orders of the Bankruptcy Court.

5. **Approval**. The Purchase Agreement and the Sale Transaction are hereby **APPROVED** in all respects, and the Debtors are authorized to enter into and perform under the Purchase Agreement and all other ancillary documents associated therewith and/or required thereunder. Each of the Debtors and the Purchaser are hereby authorized and directed to take any and all actions necessary or appropriate to: (a) consummate the Sale Transaction and the Closing in accordance with the Motion, the Purchase Agreement, and this Order; (b) assume and assign the Assigned Contracts to be assigned to the Purchaser pursuant to the Purchase Agreement; (c) provide for the assumption of the Assumed Liabilities (including the Assumed Secured Debt)

as and to the extent set forth in the Purchase Agreement; and (d) perform, consummate, implement and close fully the Purchase Agreement together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement. Purchaser shall not be required to seek or obtain relief from the automatic stay under Bankruptcy Code section 362 to enforce any of its remedies under the Purchase Agreement or any other Ancillary Document. The automatic stay imposed by Bankruptcy Code section 362 is modified solely to the extent necessary to implement the preceding sentence and the other provisions of this Order and/or the Purchase Agreement.

6. **Transfer of Purchased Assets Free and Clear of Liens**. Pursuant to sections 105(a), 363(b), 363(f), and 1113, the Debtors are hereby authorized and directed to consummate, the sale, transfer and assignment of all of the Debtors' rights, title and interest in the Purchased Assets to the Purchaser in accordance with the Purchase Agreement, and such transfer to the Purchaser of the Debtors' rights, title, and interest in the Purchased Assets pursuant to the Purchase Agreement shall be, and hereby is deemed to be, a legal, valid, and effective transfer of the Debtors' rights, title, and interest in the Purchased Assets, and shall vest with or in the Purchaser all rights, title, and interest of the Debtors in the Purchased Assets, free and clear of all Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances), including but not limited to successor or successor-in-interest liability and claims in respect of the Excluded Liabilities, to the fullest extent permitted by section 363(f) of the Bankruptcy Code, with any Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances) attaching to the net available proceeds with the same validity, extent, and priority as immediately prior to the sale of the Purchased Assets, subject to the provisions of the Purchase Agreement and this Order, and any rights, claims, and defenses of the Debtors and other parties-in-interest. Except

as otherwise expressly provided in the Purchase Agreement (including with respect to the Assumed Secured Debt), all Encumbrances and Liabilities (other than Permitted Encumbrances) shall not be enforceable as against any member of the Purchaser Group (as defined below) or the Purchased Assets.

7. Unless expressly included in the Assumed Liabilities and Permitted Encumbrances, neither the Purchaser, nor any of the Purchaser's affiliates (including any subsidiary of Purchaser, nor any person or entity that could be treated as a single employer with the Purchaser pursuant to Section 4001(b) the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") or Section 414(b), (c), (m) or (o) of the Internal Revenue Code of 1986, as amended ("**IRC**") (collectively, the "**Purchaser Group**")) shall be obligated or responsible for any Liabilities and/or Encumbrances (other than Assumed Liabilities and Permitted Encumbrances) in respect of any of the following: (a) any labor or employment agreements; (b) any mortgages, deeds of trust and security interests; (c) any pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of the Debtors; (d) any other employee, worker's compensation, occupational disease or unemployment or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to (i) ERISA, as amended, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the WARN Act, (vii) the Age Discrimination in Employment Act, as amended, (viii) the Americans with Disabilities Act, (ix) the Family Medical Leave Act, (x) the Labor Management Relations Act, (xi) the Multiemployer Pension Protection Act, (xii) the Pension Protection Act, (xiii) the Consolidated Omnibus Budget Reconciliation Act of 1985, (xiv) the Comprehensive Environmental Response Compensation and Liability Act (to the extent permitted

by law), (xv) state discrimination laws, (xvi) state unemployment compensation laws or any other similar state laws, or (xvii) any other state or federal benefits or claims relating to any employment with the Debtors or any of its respective predecessors; (e) any bulk sales or similar law; (f) any tax statutes or ordinances, including, without limitation, the IRC, as amended, or any state or local tax laws; (g) any escheat or unclaimed property laws; (h) to the extent not included in the foregoing, any of the Excluded Liabilities under the Purchase Agreement; and (i) any theories of successor or transferee liability.

8. All entities that are presently, or on the Closing Date may be, in possession of some or all of the Purchased Assets are hereby directed to surrender possession of the Purchased Assets to the Purchaser on the Closing Date.

9. This Order (a) is and shall be effective as a determination that other than Permitted Encumbrances and Assumed Liabilities (including the Assumed Secured Debt) as and to the extent set forth in the Purchase Agreement, all Liabilities and Encumbrances of any kind, character or nature whatsoever existing as to the Purchased Assets prior to the Closing have been unconditionally released, discharged, and terminated to the fullest extent permitted by section 363(f) of the Bankruptcy Code, and that the conveyances described herein have been effected, including, without limitation, claims in connection with any tax liability and (b) is and shall be binding upon and shall authorize all entities, including, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies or units, governmental departments or units, secretaries of state, federal, state and local officials and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the

Purchased Assets conveyed to the Purchaser. Other than Permitted Encumbrances and liens and security interests relating to the Assumed Liabilities (including the Assumed Secured Debt), all recorded Liabilities and Encumbrances against the Purchased Assets from their records, official and otherwise, shall be deemed stricken.

10. If any person or entity which has filed statements or other documents or agreements evidencing Liabilities or Encumbrances in respect of the Purchased Assets shall not have delivered to the Debtors before the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances)which the person or entity has or may assert with respect to the Purchased Assets, the Debtors and the Purchaser are hereby authorized to file copies of this Order as evidence of the termination, satisfaction, and release of such Liabilities and Encumbrances. For the avoidance of doubt, the provisions of this Order authorizing the sale and assignment of the Purchased Assets free and clear of all Liabilities and Encumbrances (other than Assumed Liabilities and Permitted Encumbrances), and free and clear of all Excluded Liabilities, shall be self-executing, and neither the Debtors nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Order; provided, however, that in the event the Purchaser requests that the Debtors execute and/or file such releases, termination statements, assignments, consents, or other instruments, the Debtors are authorized and directed to do so.

11. Each and every federal, state, municipal and other governmental agency or department, and any other person or entity, is hereby authorized to accept any and all documents and

instruments in connection with or necessary to consummate the Sale Transaction contemplated by the Purchase Agreement.

12. On the Closing Date, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the Debtors' rights, title, and interest in the Purchased Assets or a bill of sale transferring good and marketable title in such Purchased Assets to the Purchaser on the Closing Date pursuant to the terms of the Purchase Agreement, free and clear of all Liabilities and Encumbrances (other than Assumed Liabilities (including the Assumed Secured Debt, as and to the extent set forth in the Purchase Agreement) and Permitted Encumbrances), to the fullest extent permitted by Bankruptcy Code section 363(f).

13. **No Successor Liability**. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein or in the Purchase Agreement, neither Purchaser nor any other member of the Purchaser Group shall be deemed, as a result of any action taken in connection with the purchase of the Purchased Assets or as a result of the consummation of the transactions contemplated by the Purchase Agreement, to have any successor, vicarious or other liabilities of any kind, character or nature whatsoever, including but not limited to under or in connection with any theory of antitrust, environmental (to the extent permitted by law), tax, successor or transferee liability, withdrawal liability, labor law, contract law, common law, bulk sales laws (to the extent permitted under the Bankruptcy Code) or tax law and neither Purchaser nor any other member of the Purchaser Group shall be deemed to (a) be a successor or assign (or other such similarly situated party) of the Debtors (other than with respect to the Assumed Liabilities as expressly stated in the Purchase Agreement) for any purpose including, but not limited to, any foreign, federal, state or common law or local revenue, pension, ERISA, tax, labor,

employment, environmental (to the extent permitted by law), or other law, rule or regulation (including without limitation filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine or common law, or under any product warranty liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine and Purchaser and all other members of the Purchaser Group shall have no liability or obligation under (i) ERISA, as amended, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the WARN Act, (vii) the Age Discrimination in Employment Act, as amended, (viii) the Americans with Disabilities Act, (ix) the Family Medical Leave Act, (x) the Labor Management Relations Act, (xi) the Multiemployer Pension Protection act, (xii) the Pension Protection act, (xiii) the Consolidated Omnibus Budget Reconciliation Act of 1985, (xiv) the Comprehensive Environmental Response Compensation and Liability Act (to the extent permitted by law), or other applicable laws; (b) have, de facto or otherwise, merged with or into the Debtors; (c) be a mere continuation of the Debtors or their estates (and there is not substantial continuity between the Purchaser and the Debtors, there is no common identity between the Purchaser and the Debtors, and there is no continuity of enterprise between the Purchaser and the Debtors); or (d) be holding itself out to the public as a continuation of the Debtors. Except for the Assumed Liabilities as and to the extent set forth in the Purchase Agreement, the Purchaser shall have no liability, obligation or responsibility of any kind, character or nature whatsoever for any liability or other obligation of the Debtors or any other Person or Entity arising under or related to the any of Purchased Assets, the Excluded Assets, the Excluded Liabilities or otherwise. The Motion contains sufficient notice of such limitation in accordance with Rule 6004-1 of the Local Bankruptcy Rules.

14. **Sale, Assumption and Assignment of the Assigned Contracts**. The Debtors are hereby authorized, in accordance with Bankruptcy Code sections 105(a), 363, 365, and 1113, to (a) sell, assume and assign to Purchaser, in accordance with the Purchase Agreement, effective upon the Closing Date, the Assigned Contracts free and clear of all Liabilities and Encumbrances of any kind, character or nature whatsoever (other than the Assumed Liabilities as and to the extent set forth in the Purchase Agreement and Permitted Encumbrances) and (b) execute and deliver to Purchaser such documents or other instruments as Purchaser may deem necessary to assign and transfer the Assigned Contracts and the Assumed Liabilities to Purchaser in accordance with the Purchase Agreement.

15. With respect to the Assigned Contracts: (a) each Assigned Contract is an executory contract or unexpired lease under Bankruptcy Code sections 365 or 1113; (b) the Debtors may assume each of the Assigned Contracts in accordance with Bankruptcy Code section 365 or 1113; (c) the Debtors may assign each Assigned Contract in accordance with Bankruptcy Code sections 363, 365, and 1113, and any provisions in any Assigned Contract that prohibit or condition the assignment of such Assigned Contract or allow the non-Debtor counterparty to such Assigned Contract to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract, constitute unenforceable anti-assignment provisions which are void and of no force and effect; (d) all other requirements and conditions under Bankruptcy Code sections 363, 365, and/or 1113 for the assumption by the Debtors and assignment to the Purchaser of each Assigned Contract, in accordance with the Purchase Agreement, have been satisfied; (e) the Assigned Contracts shall be transferred and assigned to, and following the Closing Date remain in full force and effect for the benefit of, the Purchaser in accordance with the Purchase Agreement, notwithstanding any provision in any such

Assigned Contract (including those of the type described in Bankruptcy Code sections 365(b)(2) and (f)) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to Bankruptcy Code section 365(k), the Debtors shall be relieved from any further liability with respect to the Assigned Contracts after such assignment to and assumption by Purchaser in accordance with the Purchase Agreement; and (f) upon the Closing Date, in accordance with Bankruptcy Code sections 363, 365, and 1113, Purchaser shall be fully and irrevocably vested in all right, title and interest of each Assigned Contract.

16. All defaults or other obligations of the Debtors under the Assigned Contracts arising or accruing prior to the Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in Bankruptcy Code section 365(b)(2)) shall be cured in the ordinary course of business after the Closing by the Purchaser by payment of the Cure Costs. To the extent that any counterparty to an Assigned Contract did not object to the applicable Cure Cost or adequate future performance with respect to the Purchaser by the Cure Costs/Assignment Objection Deadline or Post-Auction Objection Deadline, as applicable, such counterparty is deemed to have consented to such Cure Cost and the assumption and assignment of the applicable Assigned Contract(s) to the Purchaser in accordance with the Purchase Agreement.

17. Unless otherwise represented by the Debtors in a separate pleading, in open court at the Sale Hearing, or pursuant to a contract or lease amendment entered into by the Debtors, Purchaser, and the appropriate contract or lessor counterparty (any such amendment being deemed approved by this Order), in each foregoing instance, subject to the prior consent of Purchaser, the Potential Assumption and Assignment Notice reflects the sole amounts necessary under Bankruptcy Code section 365(b) to cure all monetary defaults under the Assigned Contracts, and

no other amounts are or shall be due in connection with the assumption by the Debtors and the assignment to Purchaser of the Assigned Contracts in accordance with the Purchase Agreement.

18. Upon the Debtors' assignment of the Assigned Contracts to Purchaser under the provisions of this Order and any additional orders of this Court and payment of any Cure Costs pursuant to Paragraph 15 hereof, no default shall exist under any Assigned Contract, and no counterparty to any Assigned Contract shall be permitted (a) to declare a default by Purchaser under such Assigned Contract, (b) raise or assert against the Debtors or the Purchaser, or the property of either of them, any assignment fee, default, breach, or claim of pecuniary loss, or condition to assignment, arising under or related to the Assigned Contracts, or (c) otherwise take action against Purchaser as a result of Debtors' financial condition, bankruptcy or failure to perform any of their obligations under the relevant Assigned Contract. Each non-Debtor party to an Assigned Contract hereby is also forever barred, estopped, and permanently enjoined from (i) asserting against the Debtors or Purchaser, or the property of any of them, any default or claim arising out of any indemnity obligation or warranties for acts or occurrences arising prior to or existing as of the Closing, including those constituting Excluded Liabilities or, against Purchaser, any counterclaim, defense, setoff (except setoffs asserted prior to the Petition Date), recoupment, or any other claim asserted or assertable against the Debtors; and (ii) imposing or charging against Purchaser any rent accelerations, assignment fees, increases or any other fees as a result of the Debtors' assumption and assignment to Purchaser of any Assigned Contract in accordance with the Purchase Agreement. The validity of such assumption and assignment of each Assigned Contract shall not be affected by any dispute between the Debtors and any non-Debtors party to an Assigned Contract relating to such contract's respective Cure Costs.

19. The failure of the Debtors or Purchaser to enforce at any time one or more terms or conditions of any Assigned Contract shall not be a waiver of such terms or conditions, or of the Debtors' and Purchaser's rights to enforce every term and condition of the Assigned Contracts.

20. Notwithstanding anything herein to the contrary and subject to the Purchase Agreement, Purchaser may, at any time prior to the Closing Date, make additions and deletions to the list of Assigned Contracts by delivery of written notice to Debtors (which shall then serve notice on the non-Debtor counterparties to each of the contracts so added or deleted). Any such deleted contract shall be deemed to no longer be an Assigned Contract and any contract so added shall be deemed an Assigned Contract.

21. The Debtors' assumption of the Assigned Contracts to be assigned to the Purchaser is subject to the consummation of the Sale Transaction. To the extent that an objection by a counterparty to any such Assigned Contract, including any Cure Costs/Assignment Objection or Post-Auction Objection, is not resolved prior to the Closing Date, the Debtors, with the prior specific written consent of the Purchaser and in accordance with the Purchase Agreement, may elect to: (a) not assume and assign to the Purchaser such Assigned Contract; (b) postpone the assumption of such Assigned Contract until the resolution of such objection; or (c) reserve the disputed portion of any applicable Cure Cost and assume such Assigned Contract on the Closing Date. So long as there are no other unresolved objections to the assumption and assignment of such applicable Assigned Contract, the Debtors can, without further delay, assume and assign such Assigned Contract that is the subject of the objection. Under such circumstances, the respective objecting counterparty's recourse would be limited to any funds agreed by Purchaser to be held in reserve, pending resolution of any disputed Cure Cost.

22. All counterparties to the Assigned Contracts to be assigned to the Purchaser shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the Purchaser, and shall not charge the Debtors or the Purchaser for any instruments, applications, consents or other documents which may be required or requested by any public or quasi-public authority or other party or entity to effectuate the applicable transfers in connection with the sale of the Purchased Assets.

23. In accordance with section 365 of the Bankruptcy Code, the Debtors have shown that Purchaser has the wherewithal, financial and otherwise, to perform all of its obligations under the Purchase Agreement on the Closing Date and thereafter, and the Purchaser is able to provide adequate assurance of its future performance to counterparties to the Assigned Contracts.

24. For the avoidance of doubt, the Debtors are authorized under section 1113 of the Bankruptcy Code to assume and assign all collective bargaining agreements set forth on Schedule 2.1(d) to the Purchase Agreement; provided that such collective bargaining agreements assigned to Purchaser shall include and incorporate, and shall be subject in all respects to the terms and conditions of, those certain [add details of various MOUs between Purchaser and applicable Unions].

25. **Purchaser's Standing; Debtors' Standing**. The Purchaser shall have standing to object to the allowance of claims (as such term is defined in section 101(5) of the Bankruptcy Code) asserted against the Debtors or their estates that constitute obligations assumed by the Purchaser pursuant to the terms of the Purchase Agreement. Nothing in this Order shall: (a) divest the Debtors of their standing or duty as debtors-in-possession under the Bankruptcy Code from reconciling claims asserted against the Debtors or their estates and objecting to any such claims

that should be reduced, reclassified or otherwise disallowed; or (b) obligate the Purchaser to object to any claims.

26. ***Ipso Facto* Clauses Ineffective**. With respect to the Assigned Contracts, in connection with the Sale Transaction: (a) the Debtors may assume each of the Assigned Contracts in accordance with section 365 or 1113 of the Bankruptcy Code; (b) the Debtors may assign each Assigned Contract in accordance with sections 363, 365 and/or 1113 of the Bankruptcy Code, and any provisions in any Assigned Contract that directly or indirectly prohibit or condition the assignment of such Assigned Contract or allow the party to such Assigned Contract to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract, constitute unenforceable anti-assignment provisions which are void and of no force and effect; (c) all other requirements and conditions under sections 363, 365 and/or 1113 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Purchaser of each Assigned Contract have been satisfied; and (d) effective upon the Closing Date, or any later applicable effective date of assumption with respect to a particular Assigned Contract, the Assigned Contracts shall be transferred and assigned to, and from and following the Closing, or such later applicable effective date, and the Assigned Contracts shall remain in full force and effect for the benefit of the Purchaser, notwithstanding any provision in any Assigned Contract (including those of the type described in sections 365(b)(2) and (e) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, the Purchaser shall be deemed to be substituted for the applicable Debtor as a party to the applicable Assigned Contract and the Debtors shall be relieved from any further liability with respect to the Assigned Contracts after such assumption by the Debtors and assignment to the Purchaser, except as otherwise provided in the Purchase Agreement.

To the extent any provision in any Assigned Contract assumed and assigned pursuant to this Order (i) prohibits, restricts, or conditions, or purports to prohibit, restrict, or condition, such assumption and assignment (including, without limitation, any "change of control" provision), or (ii) is modified, breached, or terminated, or deemed modified, breached, or terminated by any of the following: (A) the commencement of the Debtors' Chapter 11 Cases, (B) the insolvency or financial condition of any of the Debtors at any time before the closing of the Debtors' Chapter 11 Cases, (C) the Debtors' assumption and assignment of such Assigned Contract, (D) a change of control or similar occurrence, or (E) the consummation of the Sale, then such provision shall be deemed modified in connection with the Sale so as not to entitle the Non-Debtor Counterparty to prohibit, restrict, or condition such assumption and assignment, to modify, terminate, or declare a breach or default under such Assigned Contract, or to exercise any other default-related rights or remedies with respect thereto, including without limitation, any such provision that purports to allow the Non-Debtor Counterparty to terminate or recapture such Assigned Contract, impose any penalty, additional payments, damages, or other financial accommodations in favor of the Non-Debtor Counterparty thereunder, condition any renewal or extension thereof, impose any rent acceleration or assignment fee, or increase or otherwise impose any other fees or other charges in connection therewith. All such provisions constitute unenforceable anti-assignment provisions that are void and of no force and effect in connection with the Sale Transaction pursuant to sections 365(b), 365(e), and 365(f) of the Bankruptcy Code.

27. **Prohibition of Actions Against Purchaser**. Except as expressly provided in the Purchase Agreement or by this Order, all Persons and Entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax and regulatory authorities, lenders, vendors, suppliers, employees, trade creditors, litigation claimants, and other Persons or

Entities, holding or asserting any Liabilities and Encumbrances (other than Assumed Liabilities (including Assumed Secured Debt) and Permitted Encumbrances) of any kind or nature whatsoever arising prior to the Closing Date against or in the Debtors or the Debtors' interests in the Purchased Assets (whether known or unknown, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated, or unliquidated, asserted or unasserted, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, whether imposed by agreement, understanding, law, equity, or otherwise), including, without limitation, the non-Debtor party or parties to each Assigned Contract to be assigned to the Purchaser holding claims arising prior to the Closing Date, shall be and hereby are forever barred, estopped and permanently enjoined to the fullest extent permitted by section 363(f) of the Bankruptcy Code from asserting, prosecuting or otherwise pursuing such pre-Closing Date Liabilities and Encumbrances (other than Assumed Liabilities (including Assumed Secured Debt) and Permitted Encumbrances) against the Purchaser or its affiliates, successors, assigns, equity holders, directors, officers, employees or professionals, the Purchased Assets, or the interests of the Debtors in such Purchased Assets (other than Permitted Encumbrances and Assumed Liabilities including the Assumed Secured Debt, as and to the extent set forth in the Purchase Agreement). Following the Closing, and to the fullest extent permitted by section 363(f) of the Bankruptcy Code, no holder of a pre-Closing Date Liabilities and Encumbrances (other than Assumed Liabilities (including Assumed Secured Debt) and Permitted Encumbrances) against the Debtors or any of the Purchased Assets shall interfere with the Purchaser's title to or use and enjoyment of the Debtors' interest in the Purchased Assets based on or related to such Liabilities and Encumbrances (other than Assumed Liabilities (including Assumed Secured Debt) and Permitted Encumbrances), and, except as otherwise provided in the Purchase Agreement or this Order, all such Liabilities and Encumbrances (other

than Assumed Liabilities (including Assumed Secured Debt) and Permitted Encumbrances), if any, shall be, and hereby are transferred and will attach to the net available proceeds from the sale of the Purchased Assets in the order of their priority, with the same validity, force, and effect which they have against such Purchased Assets as of the Closing, subject to any rights, claims, and defenses that the Debtors' estates and the Debtors, as applicable, may possess with respect thereto. All Persons and Entities are hereby permanently enjoined from taking any action, or engaging in any inaction, that would impede, delay, interfere with or otherwise adversely affect the ability of the Debtors to transfer the Purchased Assets (or any portion thereof) to the Purchaser in accordance with the terms of this Order or the ability of the Purchaser to use or enjoy the Purchased Assets (or any portion thereof) after the Closing.

28. Subject to the Closing, none of the Purchaser or its affiliates, successors, assigns, equity holders, officers, directors, employees, agents, or professionals shall have or incur any obligation or liability to, or be subject to any action by any of the Debtors or any of their estates, predecessors, successors, or assigns, arising out of or relating to the negotiation, investigation, preparation, execution, delivery or performance of the Purchase Agreement and the entry into and consummation of the sale of the Purchased Assets, except as expressly provided in the Purchase Agreement and this Order.

29. **Good Faith**. The Purchase Agreement has been entered into by the Purchaser in good faith and the Purchaser is a good faith purchaser of the Purchased Assets as that term is used in Bankruptcy Code section 363(m). The Purchaser is entitled to all of the protections afforded by Bankruptcy Code section 363(m).

30. There is no evidence that the Debtors or the Purchaser have engaged in any conduct that would cause or permit the Purchase Agreement or the consummation of the Sale Transaction

to be avoided, or costs or damages to be imposed, under Bankruptcy Code section 363(n) or under any other law of the United States, any state, territory, possession thereof, or any other applicable law.

31. **No Bulk Sales Law**. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Sale Transaction. No obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment is due to any person in connection with the Purchase Agreement or the transactions contemplated hereby or thereby for which the Purchaser is or will become liable.

32. **No Fraudulent Transfer**. The consideration provided by the Purchaser for the Purchased Assets under the Purchase Agreement shall be deemed for all purposes to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law, and the sale of the Purchased Assets may not be avoided, or costs or damages imposed or awarded under Bankruptcy Code section 363(n) or any other provision of the Bankruptcy Code, the Uniform Voidable Transactions Act, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, or any other similar federal or state laws.

33. **Licenses; Permits**. To the greatest extent available under applicable law, the Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and any other governmental authorization or approval of the Debtors with respect to the Purchased Assets and the Assigned Contracts, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Purchaser as of the Closing Date.

34. Without limiting the provisions of paragraph 33 above, but subject to Bankruptcy Code section 525(a), no governmental unit may revoke or suspend any right, license, trademark or

other permission relating to the use of the Purchased Assets sold, transferred, or conveyed to the Purchaser on account of the filing or pendency of these Chapter 11 Cases or the consummation of the sale of the Purchased Assets.

35. **Record Retention**. Pursuant to the terms of and subject to the conditions contained in the Purchase Agreement, following the Closing, the Debtors, their successors and assigns and any trustee in bankruptcy will have access to the Debtors' books and records subject to the terms of, and for the specified purposes set forth in, and in accordance with, Sections 7.1(d) and 7.5 of the Purchase Agreement.

36. **Conflicts**. To the extent this Order is inconsistent with any prior order or pleading filed in these Chapter 11 Cases, the terms of this Order shall govern. To the extent there is any inconsistency between the terms of this Order and the terms of the Purchase Agreement, the terms of this Order shall govern.

37. **Subsequent Plan Provisions**. Nothing contained in any chapter 11 plan confirmed in the Debtors' Chapter 11 Cases, or any order confirming any such plan or in any other order in these Chapter 11 Cases (including any order entered after any conversion of any of these cases to a case under chapter 7 of the Bankruptcy Code) or any related proceeding subsequent to entry of this Order shall alter, conflict with, or derogate from, the provisions of the Purchase Agreement or this Order.

38. **Binding Nature of Order**. This Order and the Purchase Agreement shall be binding in all respects upon all creditors and interest holders of the Debtors, all non-debtor parties to the Assigned Contracts, any statutory committee appointed in these Chapter 11 Cases, all successors and assigns of the Debtors and their affiliates and subsidiaries, and any trustees, examiners, "responsible persons," or other fiduciaries appointed in the Chapter 11 Cases or upon

a conversion of the Debtors' cases to cases under chapter 7 of the Bankruptcy Code, including a chapter 7 trustee; and the Purchase Agreement shall not be subject to rejection or avoidance under any circumstances. If any order under section 1112 of the Bankruptcy Code is entered, such order shall provide (in accordance with Bankruptcy Code sections 105 and 349) that this Order and the rights granted to the Purchaser hereunder shall remain effective and, notwithstanding such dismissal or conversion, shall remain binding on parties-in-interest.

39. **Failure to Specify Provisions**. The failure specifically to include or make reference to any particular provisions of the Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Purchase Agreement is authorized and approved in its entirety subject to paragraph 29 of this Order.

40. **Standing.** The Purchase Agreement shall be in full force and effect, regardless of any Debtor's lack of good standing in any jurisdiction in which such Debtor is formed or authorized to transact business.

41. **Retention of Jurisdiction**. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order, including, without limitation, the authority to: (a) interpret, implement and enforce the terms and provisions of this Order (including the injunctive relief provided in this Order), the terms of the Purchase Agreement, all amendments thereto and any waivers and consents thereunder; (b) protect the Purchaser, or the Purchased Assets, from and against any of the Liabilities and Encumbrances (other than Assumed Liabilities (including Assumed Secured Debt) and Permitted Encumbrances); (c) compel delivery of all Purchased Assets to the Purchaser; and (d) resolve any disputes arising under or related to the Purchase Agreement or the sale of the Purchased Assets.

42. **Non-Material Modifications**. The Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented through a written document signed by the parties thereto in accordance with the terms thereof without further order of this Court; *provided*, *however*, that any such modification, amendment, or supplement is neither material nor materially changes the economic substance of the transactions contemplated hereby.

43. **Conditions Precedent**. Neither the Purchaser nor the Debtors shall have an obligation to close the Sale Transaction until all conditions precedent in the Purchase Agreement to each of their respective obligations to close the Sale Transaction have been met, satisfied, or waived in accordance with the terms of the Purchase Agreement.

44. **Further Assurances**. From time to time, as and when requested by any party, each party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by the Purchase Agreement including such actions as may be necessary to vest, perfect or confirm, of record or otherwise, in Purchaser its right, title and interest in and to the Purchased Assets.

45. **Personally Identifiable Information**. After giving due consideration to the facts, circumstances, and conditions of the Purchase Agreement, the Sale Transaction is consistent with the Debtors' privacy policies concerning personally identifiable information and no showing was made that the sale of any personally identifiable information contemplated in the Purchase Agreement, subject to the terms of this Order, would violate applicable non-bankruptcy law.

46. **Reservation of Rights**. Nothing in this Order shall be deemed to waive, release, extinguish or estop the Debtors or their estates from asserting or otherwise impair or diminish any

right (including any right of recoupment), claim, cause of action, defense, offset or counterclaim in respect of any asset that is not a Purchased Asset.

47. **No Stay of Order**. Notwithstanding any provision in the Bankruptcy Rules to the contrary, including but not limited to Bankruptcy Rule 6004(h) and 6004(d), the Court expressly finds there is no reason for delay in the implementation of this Order and, accordingly: (a) the terms of this Order shall be immediately effective and enforceable upon its entry; (b) the Debtors are not subject to any stay of this Order or in the implementation, enforcement, or realization of the relief granted in this Order; and (c) the Debtors may, in their discretion and without further delay, take any action and perform any act authorized under this Order. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a) and shall be effective and enforceable immediately upon entry and its provisions shall be self-executing.

Dated: Wilmington, Delaware
[_____], 2024

_____
Honorable [_____]
United States Bankruptcy Judge

EXHIBIT E

EXHIBIT 1

Asset Purchase Agreement

TAB J

THIS IS EXHIBIT "**J**" REFERRED TO IN THE
AFFIDAVIT OF SPENCER WARE
SWORN
THE 25TH DAY OF JULY, 2024

A Commissioner for taking affidavits, etc.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
COACH USA, INC., *et al*.[1]	)	Case No. 24-11258 (MFW)
	)	
Debtors.	)	(Jointly Administered)

FINAL ORDER (I) AUTHORIZING THE APPLICABLE DEBTORS TO OBTAIN POSTPETITION SECURED FINANCING; (II) AUTHORIZING THE APPLICABLE DEBTORS' USE OF CASH COLLATERAL; (III) GRANTING ADEQUATE PROTECTION TO PREPETITION ABL ADMINISTRATIVE AGENT AND THE OTHER PREPETITION SECURED PARTIES; AND (IV) GRANTING RELATED RELIEF

This matter came before this Court on the motion (the "Motion") of Project Kenwood Intermediate Holdings III, LLC ("Parent") and its direct and indirect debtor subsidiaries (the "Applicable Debtors") requesting that this Court enter ~~an interim~~a final order authorizing the Applicable Debtors to: (a) use certain Cash Collateral on a final basis; (b) incur Postpetition Debt on a final basis; and (c) grant adequate protection and provide security and other relief to Wells Fargo Bank, National Association ("Wells"), in its capacity as agent ("Prepetition ABL Administrative Agent") to the lenders party to Prepetition ABL Agreement ("Prepetition ABL Lenders") and the other Prepetition Secured Parties, and Wells Fargo Bank, National Association in its capacity as agent ("DIP Agent"; together Prepetition ABL Administrative Agent, "Agents") to the lenders party to the DIP Credit Agreement ("DIP Lenders"; together with Prepetition ABL Lenders, the "Lenders") and the other Postpetition Secured Parties. Unless otherwise indicated, all capitalized terms used as defined terms herein have the meanings ascribed thereto in Exhibit A attached hereto and by this reference are made a part hereof.

This final order (this "Order") shall constitute findings of fact and conclusions of law pursuant to Fed. R. Bankr. P. 7052 and shall take effect and be fully enforceable as of the Petition Date.

[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.

Having examined the Motion, being fully advised of the relevant facts and circumstances surrounding the Motion, and having completed a hearing pursuant to Bankruptcy Code §§ 363 and 364, Rule 4001(b) and (c), and Local Rule 4001-1 and 4001-2, and objections, if any, having been withdrawn, resolved or overruled by the Court, **THE MOTION IS GRANTED, AND THE COURT HEREBY FINDS THAT:**

A. On the Petition Date, Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. Debtors have retained possession of their property and continue to operate their respective businesses as debtors in possession pursuant to Bankruptcy Code §§ 1107 and 1108.

B. The Court has jurisdiction over the Cases and this proceeding pursuant to 28 U.S.C. §§ 157(b) 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. The Court may enter a final order consistent with Article III of the United States Constitution. Determination of the Motion constitutes a core proceeding as defined in 28 U.S.C. § 157(b)(2). Venue over this Motion is proper under 28 U.S.C. § 1409(a).

C. On June 25, 2024, the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed the Committee. *See* ~~Dkt.~~Docket No. 139 (Coach USA, Inc.).

D. Subject to Paragraph 9 of this Order, Applicable Debtors (for themselves and their non-Debtor subsidiaries) admit, stipulate and agree that:

1. the Prepetition ABL Documents evidence and govern the Prepetition Debt, the Prepetition Liens and the prepetition financing relationship among Applicable Debtors, Prepetition ABL Administrative Agent, Prepetition ABL Lenders and the other Prepetition Secured Parties;

2. the Prepetition Debt constitutes the legal, valid and binding obligation of Applicable Debtors, enforceable in accordance with the terms of the Prepetition ABL Documents, all of which are deemed to be reaffirmed by the parties thereto;

3. as of the Petition Date, Applicable Debtors are each liable for the payment and performance of the Prepetition Debt, and the Prepetition Debt shall be an

allowed claim in an amount not less than $182,269,070.45, exclusive of accrued and accruing Allowable 506(b) Amounts;

4. no offsets, defenses or counterclaims to the Prepetition Debt exist, and no portion of the Prepetition Debt is subject to contest, objection, recoupment, defense, counterclaim, offset, avoidance, recharacterization, subordination or other claim, cause of action or challenge of any nature under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise;

5. the Prepetition Liens are Priority Liens, subject to Permitted Priority Liens and secure payment of all of the Prepetition Debt;

6. Nothing herein shall prejudice Prepetition ABL Administrative Agent's and any Prepetition ABL Lender's right to: (1) assert that their respective interests in the Prepetition Collateral lack adequate protection; or (2) seek a valuation of the Prepetition Collateral;

7. Debtors do not have, and each of the Debtors hereby absolutely, unconditionally and irrevocably releases, remises, and discharges and is forever barred from bringing or asserting any claims, counterclaims, causes of action, defenses or setoff rights relating to the Prepetition ABL Documents, the Prepetition Liens, the Prepetition Debt or otherwise, against the Prepetition ABL Administrative Agent, any Prepetition ABL Lenders, any other Prepetition Secured Party and each of their respective successors and assigns, and their respective present and former shareholders, members, managers, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, advisors, principals, employees, consultants, agents, legal representatives and other representatives.

E. Prepetition ABL Administrative Agent and Prepetition Secured Parties have consented to the terms of ~~Interim Order and~~ this Order and are entitled to adequate protection as set forth herein pursuant to Bankruptcy Code §§ 361, 362, 363 and 364 for any decrease in the value of their interests in the Prepetition Collateral from and after the Petition Date.

F. Applicable Debtors need to use Cash Collateral and incur Postpetition Debt as provided herein, in order to prevent immediate and irreparable harm to the Applicable

Debtors' estates and minimize disruption to and avoid the termination of their business operations. Entry of this Order will also enhance the possibility of maximizing the value of the Applicable Debtors' businesses in connection with an orderly sale or other disposition of the Aggregate Collateral.

G. Debtors are unable to obtain unsecured credit allowable under Bankruptcy Code § 503(b)(1) sufficient to finance the operations of their businesses. Except as provided below, Debtors are unable to obtain credit allowable under Bankruptcy Code §§ 364(c)(1), (c)(2) or (c)(3) on terms more favorable than those offered by DIP Agent and DIP Lenders. An immediate need exists for the Debtors to obtain Postpetition Debt in order to continue operations and to administer and preserve the value of their estates. The Debtors, as of the Petition Date, do not have sufficient cash resources to finance their ongoing operations and require the availability of working capital from Postpetition Debt, the absence of which would immediately and irreparably harm the Debtors, their estates and creditors.

H. The terms of the Postpetition Debt have been negotiated at arm's length, and the Postpetition Debt is being extended in good faith, as that term is used in Bankruptcy Code § 364(e).

I. The terms and conditions of the DIP Documents are fair and reasonable, the best available under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and consideration.

J. Under the circumstances of these Cases, the Interim Order and this Order ~~was and is~~are a fair and reasonable response to Applicable Debtors' request for Agents' and Lenders' consent to the use of Cash Collateral and provision of Postpetition Debt, and the entry of the Interim Order was, and this Order is, in the best interest of Applicable Debtors' estates and their creditors.

K. The Final Hearing was held pursuant to Rule 4001(b)(2). Under the exigent circumstances described in the Declarations, proper, timely, adequate, and sufficient notice of the Motion has been provided in accordance with the Bankruptcy Code, the Rules, and the Local Rules, and no other or further notice of the Motion or the entry of this Order shall be required.

WHEREFORE, IT IS HEREBY ORDERED THAT THE MOTION IS GRANTED, AND THAT:

1. Authorization to Use Cash Collateral. The Applicable Debtors were authorized, pursuant to the Interim Order, and are hereby authorized to use Cash Collateral solely in accordance with the terms and provisions of the Interim Order and this Order, to the extent required to pay when due those expenses enumerated in the Budget, including funding the Carveout Account, and to pay Allowable 506(b) Amounts and the Postpetition Charges.

2. Procedure for Use of Cash Collateral.

(a) Delivery of Cash Collateral to DIP Agent. Applicable Debtors shall deposit all Cash Collateral now or hereafter in their possession or control into the Blocked Account (or otherwise deliver such Cash Collateral to DIP Agent in a manner satisfactory to DIP Agent) promptly upon receipt thereof for application in accordance with Paragraph 2(c) of this Order.

(b) Cash Collateral in Agents' or Lenders' Possession. Agents are authorized to collect upon, convert to cash and enforce checks, drafts, instruments and other forms of payment now or hereafter coming into its or any Agent's or any Lender's possession or control which constitute Aggregate Collateral or proceeds thereof.

(c) Application of Cash Collateral. Except as Agents may otherwise elect in their discretion, Agents are authorized to apply all Cash Collateral now or hereafter in any Agent's or any Lender's possession or control as follows: (1) first, to payment of Prepetition Debt consisting of Allowable 506(b) Amounts, until Paid in Full; (2) second, to the payment of all other Prepetition Debt in accordance with the Prepetition ABL Documents, until Paid in Full; (3) third, to the payment of Postpetition Debt consisting of Postpetition Charges, until Paid in Full; and (4) fourth, to payment of other Postpetition Debt in accordance with the DIP Credit Agreement, until Paid in Full. All such applications to Postpetition Debt shall be final and not subject to challenge by any Person, including any Trustee. All such applications to Prepetition Debt shall be final, subject only to the right of parties in interest to seek a determination in accordance with Paragraph 9 below that such applications to ~~other~~ Prepetition Debt (including, for the avoidance of doubt, Allowable 506(b) Amounts) resulted in the payment of a claim that was not an allowed secured claim of Prepetition ABL Administrative Agent and Prepetition Secured Parties. Any amounts that are determined by the Court as a result of any such objection

or determination to have been improperly applied to Allowable 506(b) Amounts shall be first applied to other Prepetition Debt, and any amounts that have been improperly applied to the Prepetition Debt (other than Allowable 506(b) Amounts) will be first applied to pay Postpetition Debt consisting of Postpetition Charges and then to all other Postpetition Debt, dollar-for-dollar, until Paid in Full.

(d) Prohibition Against Use of Cash Collateral. Unless otherwise consented to by Agents in writing, in Agents' discretion, Applicable Debtors may not use, seek to use, or be permitted to use any Cash Collateral for any purpose until the Aggregate Debt is Paid in Full; provided, however, that Debtors may use Cash Collateral solely as provided for in this Order.

3. Authorization To Incur Postpetition Debt.

(a) DIP Documents. Applicable Debtors were authorized pursuant to the Interim Order and are hereby authorized and have agreed to: (1) execute the DIP Documents, including all documents that DIP Agent and DIP Lenders find reasonably necessary or desirable to implement the transactions contemplated by the DIP Documents; and (2) perform their obligations under and comply with all of the terms and provisions of the DIP Documents, the Interim Order, and this Order. Upon execution and delivery thereof, the DIP Documents shall constituted valid and binding obligations of Applicable Debtors enforceable in accordance with their terms. To the extent there exists any conflict among the terms of the Motion, the DIP Documents, and this Order, this Order shall govern and control; provided, however, nothing in this Order shall modify or otherwise affect the validity of any Postpetition Debt incurred in accordance with the Interim Order, or any priority or lien so granted under the Interim Order.

(b) Permitted Uses of Postpetition Debt. From and after the entry of this Order, Applicable Debtors ~~were authorized pursuant to the Interim Order and hereby~~ are authorized and have agreed to incur Postpetition Debt solely: (1) in accordance with the terms and provisions of ~~the Interim Order and~~ this Order, (2) to the extent required to pay those expenses enumerated in the Budget, including funding the Carveout Account, as and when such expenses become due and payable, subject to the Permitted Variance and the terms of the DIP Documents, and (3) to pay Allowable 506(b) Amounts and the Postpetition Charges. If DIP

Lenders advance monies to Applicable Debtors and Applicable Debtors use such monies other than in accordance with the terms or provisions of the Interim Order and this Order, such advances shall be considered Postpetition Debt for purposes of the Interim Order and this Order. Except as otherwise permitted by Section 6.7(d) of the DIP Credit Agreement, no Applicable Debtor shall, nor shall it permit any of its Subsidiaries (as defined in the DIP Credit Agreement), through any manner or means or through any other person to, directly or indirectly, use proceeds of the Postpetition Debt: (i) to declare or pay any dividend or make any other payment or distribution, directly or indirectly, on account of Equity Interests (as defined in the DIP Credit Agreement) issued by Parent or any of its Subsidiaries (including any payment in connection with any merger, amalgamation or consolidation involving Parent or any of its Subsidiaries) or to the direct or indirect holders of Equity Interests issued by Parent or any of its Subsidiaries in its capacity as such (other than dividends or distributions payable in Qualified Equity Interests (as defined in the DIP Credit Agreement) issued by Parent or any of its Subsidiaries), (ii) to purchase, redeem, make any sinking fund or similar payment, or otherwise acquire or retire for value (including in connection with any merger, amalgamation or consolidation involving Parent or any of its Subsidiaries) any Equity Interests issued by Parent or any of its Subsidiaries, (iii) to make any payment to retire, or to obtain the surrender of, any outstanding warrants, options, or other rights to acquire Equity Interests of Parent or any of its Subsidiaries now or hereafter outstanding, (iv) in furtherance of an offer, to pay, to promise to pay, or to authorize the payment or giving of money, or anything else of value, to or for the benefit of any Affiliate of Administrative Borrower that is not a Loan Party (as each such term is defined in the DIP Credit Agreement), or (v) in connection with the investigation (including discovery proceedings), initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation against the Prepetition ABL Administrative Agent, Prepetition ABL Lenders, DIP Agent or DIP Lenders, except for up to $~~50,000~~75,000 permitted for investigation costs of any official statutory committee appointed pursuant to Section 1102 of the Bankruptcy Code.

(c) Additional Terms of Postpetition Debt.

(i) Maximum Amount. The maximum principal amount of Postpetition Debt outstanding shall not at any time exceed $199,969,560.45 (the "Maximum Amount").

(ii) Interest. The Postpetition Debt shall bear interest at a per annum rate equal to the Base Rate (as defined in the DIP Credit

Agreement) plus 4.0% (exclusive of any default rate interest that may be imposed under the DIP Credit Agreement).

(iii) Closing Fee. Applicable Debtors shall pay to DIP Agent, for the benefit of DIP Lenders, a closing fee (the "Closing Fee") in an amount equal to $600,000, which Closing Fee shall be fully earned, due and payable in kind immediately upon the closing of the DIP Credit Agreement.

(iv) Servicing Fee. A monthly servicing fee in an amount equal to $12,000.

(v) Contingent Obligations. Upon the entry of the Interim Order, all of the Prepetition Debt consisting of contingent Prepetition Debt (including, without limitation, in respect of "Letters of Credit", "Hedge Obligations" and "Bank Product Obligations", as such terms are defined in the Prepetition ABL Agreement) will be deemed to be assumed by the Debtors and reissued or otherwise incurred by the Debtors under the DIP Documents as Postpetition Debt.

(vi) Maturity. The earliest of (i) the date that is 180 days after the Petition Date, (ii) 28 days following the consummation of a sale of all or substantially all of the Debtors' assets and (iii) the effective date of a plan of reorganization.

(vii) Guarantors. Each Guaranty and all related security documents shall remain in full force and effect notwithstanding the entry of this Order and any subsequent orders amending this Order or otherwise providing for the use of Cash Collateral consented to by Agents and Lenders pursuant to Bankruptcy Code § 363 or additional financing by DIP Agent and DIP Lenders pursuant to Bankruptcy Code § 364. Each Guarantor is and shall remain liable for the guaranteed obligations under each such Guaranty, including, without limitation, all Postpetition Debt, and any refinancing thereof.

(viii) Prepetition ABL Documents. Each Prepetition Third Party Document, and other Prepetition ABL Document will remain in full force and effect notwithstanding the entry of the Interim Order, this Order and any subsequent orders amending this Order or otherwise providing for the use of any Cash Collateral consented to by Agents and Lenders pursuant to Bankruptcy Code § 363 or additional financing by Agents and Lenders pursuant to Bankruptcy Code § 364. Each "Borrower" and "Guarantor" (as each such term is defined in the Prepetition ABL Agreement) is and will remain liable for all guaranteed obligations and indebtedness under the Prepetition ABL Documents.

(ix) Joint and Several Liability of Applicable Debtors. The obligations of each Debtor under the Interim Order were and under this Order are joint and several.

(x) Control Agreements. All "Control Agreements" (as defined in the Prepetition ABL Agreement) in effect as of the Petition Date shall remain in full force and effect notwithstanding the entry of the Interim Order, this Order and any subsequent orders amending this Order.

(d) Superpriority Administrative Expense Status; Postpetition Liens. The Postpetition Debt was granted pursuant to the Interim Order and is hereby granted superpriority administrative expense status under Bankruptcy Code § 364(c)(1), with priority over all costs and expenses of administration of the Cases that are incurred under any provision of the Bankruptcy Code. In addition, DIP Agent was granted pursuant to the Interim Order and is hereby granted the Postpetition Liens, for the benefit of itself, the DIP Lenders and the other Postpetition Secured Parties to secure the Postpetition Debt~~.~~; provided, however, no Postpetition Liens are granted pursuant to this Order with respect to Postpetition Collateral unencumbered as of the Petition Date, except to secure (i) New Value and (ii) Postpetition Charges related to such New Value, incurred or otherwise provided after the date hereof; provided further, however, upon closing of the transactions contemplated by the Agreed Sale Order, the Postpetition Liens pursuant to this Order will be deemed to have been granted with respect to all Postpetition Collateral unencumbered as of the Petition Date.

(e) The Postpetition Liens: (1) are in addition to the Prepetition Liens; (2) are (x) with respect to all Prepetition Collateral, Priority Liens (subject only to Permitted Priority Liens, the Prepetition Liens and Replacement Liens) pursuant to Bankruptcy Code § 364(c)(3) and (y) with respect to all Postpetition Collateral (excluding the Prepetition Collateral), Priority Liens (subject only to Permitted Priority Liens subject to § 364(c)(2), in each case of the foregoing clauses (x) and (y), without any further action by Applicable Debtors or DIP Agent and without the execution, delivery, filing or recordation of any financing statements, security agreements, control agreements, title notations, mortgages, deeds of trust or other documents or instruments; (3) shall not be subject to any security interest or lien which is avoided and preserved under Bankruptcy Code § 551; (4) shall remain in full force and effect notwithstanding any subsequent conversion or dismissal of any Case; (5) shall not be subject to Bankruptcy Code § 510(c); and (6) upon approval of the Final Order, shall not be subject to any landlord's lien,

banker's lien, bailee's rights, carrier's lien, right of distraint or levy, security interest, right of setoff, or any other lien, right or interest that any bailee, warehouseman, bank, processor, shipper, carrier, or landlord may have in any or all of the Aggregate Collateral. Without limiting the foregoing, Debtors shall execute and deliver to DIP Agent such financing statements, security agreements, control agreements, title notations, mortgages, deeds of trust, instruments and other documents and instruments as DIP Agent may request from time to time, and any such documents filed by DIP Agent shall be deemed filed as of the Petition Date. Further, Prepetition ABL Administrative Agent shall serve as agent for DIP Agent for purposes of perfecting DIP Agent's security interest in any Postpetition Collateral that may require perfection by possession, control or title notation, including, without limitation, under the Control Agreements. In addition, all Prepetition Third Party Documents were deemed pursuant to the Interim Order and are hereby deemed to be for the benefit of DIP Agent and Postpetition Secured Parties without further order of Court or action by any Person. Without limiting the foregoing, DIP Agent, for itself and the Postpetition Secured Parties, has, pursuant to the Interim Order and will be deemed to have, a perfected Postpetition Lien on all existing deposit accounts of each Debtor and any new deposit account that any Applicable Debtor may establish on or after the date hereof without any further action by Debtors or DIP Agent. A copy of this Order (or a notice of this Order in recordable form) may be used by DIP Agent as a financing statement, mortgage, deed of trust or similar instrument for purposes of any public filing made by DIP Agent for the perfection of the Postpetition Liens and the filing of this Order (or a notice of this Order in recordable form) shall have the same effect as if such instrument had been filed or recorded at the time and on the Petition Date. All state, federal, and county recording officers are authorized and directed to accept a copy of this Order (or a notice of this Order in recordable form) for filing for such purposes.

(f) ~~(e)~~ Prohibition Against Additional Debt. Debtors will not incur or seek to incur debt secured by a lien which is equal to or superior to the Prepetition Liens or the Postpetition Liens, or which is given superpriority administrative expense status under Bankruptcy Code § 364(c)(1), unless, in addition to the satisfaction of all requirements of Bankruptcy Code § 364, Agents have consented to such order.

4. Adequate Protection of Interests of Prepetition ABL Administrative Agent and Prepetition Secured Parties in the Prepetition Collateral and the Prepetition Liens. Prepetition ABL Administrative Agent and Prepetition Secured Parties have consented to the terms of the Interim Order and this Order and are entitled to adequate protection as set forth in the Interim Order and this Order and to the extent required under Bankruptcy Code §§ 361, 362, 363 or 364 for any decrease in the value of such interests in the Prepetition Collateral from and after the Petition Date on account of the stay, use, sale, lease, license, grant or other disposition of any Prepetition Collateral.

(a) Payments to Prepetition ABL Lenders. Subject to reversal and reapplication to the principal balance of the Prepetition Debt and, if no Prepetition Debt remains outstanding, to Postpetition Charges and Postpetition Debt, in accordance with Paragraph 2(c) of this Order, Debtors will timely make (x) monthly payments of interest and letter of credit commissions to the Prepetition ABL Lenders at the default rate as provided for in, and in accordance with, Section 2.6(c) of the Prepetition ABL Agreement commencing on the first scheduled payment date occurring after the Petition Date, whether or not included in the Budget and (y) payments in cash on a current basis of all fees, costs and expenses of Prepetition ABL Administrative Agent's and Prepetition ABL Lenders' legal counsel (including local and special counsel) and advisors; provided, however, that none of such fees, costs and expenses ("Prepetition ABL Professional Fees") provided as adequate protection payments under this paragraph (a) shall be subject to approval by the Court or the U.S. Trustee, and no recipient of any such payment shall be required to file with respect thereto any interim or final fee application with the Court. Prior to any conversion of the Chapter 11 Cases to chapter 7, any Prepetition ABL Professional Fees shall be paid by the Debtors within fourteen (14) days after delivery of a summary invoice (redacted for privilege) to the Debtors and without the need for application to or order of this Court. A copy of such summary invoice shall be provided by the Prepetition ABL Administrative Agent to the U.S. Trustee and counsel to the Committee, if one is appointed, contemporaneously with the Debtors' receipt of such summary invoice. Notwithstanding the foregoing, if (x) the Debtors, U.S. Trustee, or the Committee object to the reasonableness of a summary invoice submitted by the Prepetition ABL Administrative Agent and (y) the parties cannot resolve such objection, in each case within the fourteen (14)-day period following receipt of such summary invoice, the Debtors, the U.S. Trustee or the Committee, as the case may be,

shall file with this Court and serve on the Prepetition ABL Administrative Agent a fee objection (a "Prepetition ABL Fee Objection"), which objection shall be limited to the issue of the reasonableness of such Prepetition ABL Professional Fees. The Debtors shall promptly pay any submitted invoice after the expiration of the fourteen (14)-day period if no Prepetition ABL Fee Objection is filed with this Court and served on the Prepetition ABL in such fourteen (14)-day period. If a Prepetition ABL Fee Objection is timely filed and served, the Debtors shall promptly pay the undisputed amount of the summary invoices, and this Court shall have jurisdiction to determine the disputed portion of such invoice if the parties are unable to resolve the Prepetition ABL Fee Objection.

(b) Priority of Prepetition Liens/Allowance of Prepetition ABL Lenders' Claim. Subject to the terms of Paragraph 9 of this Order: (1) the Prepetition Liens constitute Priority Liens, subject only to the Permitted Priority Liens; (2) the Prepetition Debt constitutes the legal, valid, and binding obligation of each Applicable Debtor, enforceable in accordance with the terms of the Prepetition ABL Documents; (3) no offsets, defenses, or counterclaims to the Prepetition Debt exist, and no portion of the Prepetition Debt is subject to avoidance, recharacterization or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law; and (4) Prepetition ABL Administrative Agent's and Prepetition Secured Parties' claim with respect to the Prepetition Debt is for all purposes an allowed claim.

(c) Replacement Liens. Prepetition ABL Administrative Agent was granted pursuant to the Interim Order ~~and is hereby granted the~~ Replacement Liens, for the benefit of itself and the Prepetition Secured Parties, as security for the complete payment and performance of the Prepetition Debt. Prepetition ABL Administrative Agent is hereby granted Replacement Liens provided that the Replacement Liens granted pursuant to this Order will not include liens on Postpetition Collateral unencumbered as of the Petition Date, except to the extent of adequate protection required pursuant to § 361. The Replacement Liens granted pursuant to this Order: (1) are subject to the Carveout, (2) are in addition to the Prepetition Liens; (3) are properly perfected, valid, and enforceable liens without any other or further action by Applicable Debtors or Prepetition ABL Administrative Agent, and without the execution, filing, or recordation of any financing statement, security agreement, control agreement, mortgage, deed of trust, title notation, or other document or instrument; and (4) will remain in

full force and effect notwithstanding any subsequent conversion or dismissal of any Case. Without limiting the foregoing, Applicable Debtors were authorized and required pursuant the Interim Order and are authorized to, and must, execute and deliver to Prepetition ABL Administrative Agent any such financing statements, security agreements, control agreements, mortgages, deeds of trust, title notations and other documents and instruments as Prepetition ABL Administrative Agent may request from time to time in its discretion in respect of the Replacement Liens, and any such documents filed by Prepetition ABL Administrative Agent shall be deemed filed as of the Petition Date. A copy of this Order (or a notice of this Order in recordable form) may be used by Prepetition ABL Administrative Agent as a financing statement, mortgage, deed of trust or similar instrument for purposes of any public filing made by Prepetition ABL Administrative Agent for the perfection of the Prepetition Liens and the filing of this Order (or a notice of this Order in recordable form) shall have the same effect as if such instrument had been filed or recorded at the time and on the Petition Date. All state, federal, and county recording officers are authorized to accept a copy of this Order (or a notice of this Order in recordable form) for filing for such purposes.

(d) Allowed Bankruptcy Code § 507(b) Claim. If and to the extent the adequate protection of the interests of Prepetition ABL Administrative Agent and the other Prepetition Secured Parties in the Prepetition Collateral granted pursuant to the Interim Order and this Order proves insufficient, Prepetition ABL Administrative Agent and the other Prepetition Secured Parties will have an allowed claim under Bankruptcy Code § 507(b), subject to the Carveout, in the amount of any such insufficiency, with priority over (1) any and all costs and expenses of administration of the Cases (other than the claims of DIP Agent, DIP Lenders, and the other Postpetition Secured Parties under Bankruptcy Code § 364) that are incurred under any provision of the Bankruptcy Code and (2) the claims of any other party in interest under Bankruptcy Code § 507(b).

5. Reporting and Rights of Access and Information. The Applicable Debtors shall timely comply with all reporting requirements set forth in the Prepetition ABL Agreement and the DIP Credit Agreement, as applicable. The Applicable Debtors shall comply with the rights of access and information afforded to the DIP Agent and DIP Lenders under the DIP Documents and the Prepetition ABL Administrative Agent and the Prepetition ABL Lenders

under the Prepetition ABL Documents. Copies of all financial reports and information delivered pursuant to the Prepetition ABL Agreement and the DIP Credit Agreement shall simultaneously be provided to the financial advisors to the Committee.

6. Termination Date; Rights and Remedies.

(a) Effect of Termination Date. Upon the Termination Date without further notice or order of Court: (1) Applicable Debtors' authorization to use Cash Collateral and incur Postpetition Debt under the Interim Order and hereunder will automatically terminate; and (2) at DIP Agent's election: (i) the Postpetition Debt shall be immediately due and payable, (ii) Applicable Debtors shall be prohibited from using Cash Collateral for any purpose other than application to the Aggregate Debt in accordance with Paragraph 2(c) of this Order and (iii) each Agent shall be entitled to setoff any cash in any Agent's or any Lender's possession or control and apply such cash to the Aggregate Debt in accordance with Paragraph 2(c) of this Order.

(b) Rights and Remedies. At the conclusion of the Remedies Notice Period, at DIP Agent's election without further order of the Court: (1) Agents shall have automatic and immediate relief from the automatic stay with respect to the Aggregate Collateral (without regard to the passage of time provided for in Fed. R. Bankr. P. 4001(a)(3)), and shall be entitled to exercise all rights and remedies available to them under the Prepetition ABL Documents, the DIP Documents and applicable non-bankruptcy law (including, with respect to any Aggregate Collateral consisting of Real Property, the right to appoint a receiver, the right to foreclose judicially or non-judicially, and other rights and remedies which, under applicable non-bankruptcy law, could be granted to a mortgagee or to a trustee or to a beneficiary pursuant to the terms of a Mortgage (as defined in the Prepetition ABL Agreement and DIP Credit Agreement)); and (2) Applicable Debtors shall promptly surrender the Aggregate Collateral upon written demand by any Agent and otherwise cooperate and not interfere with Agents and Lenders in the exercise of their rights and remedies under the Prepetition ABL Documents, the DIP Documents and applicable non-bankruptcy law, including, without limitation, by filing a motion to retain one or more agents to sell, lease or otherwise dispose of the Aggregate Collateral upon the request and subject to terms and conditions acceptable to Agents. Notwithstanding the foregoing, during the Remedies Notice Period, Applicable Debtors, any Committee, and the U.S. Trustee shall be entitled to seek an emergency hearing seeking an order of this Court determining

that an Event of Default alleged to have given rise to the Termination Date did not occur; provided, however, that during the Remedies Notice Period (x) the Applicable Debtors shall be entitled to use Cash Collateral in accordance with the terms of this Order solely to make payroll and other critical expenses (as agreed to by Applicable Debtors and Agent) in accordance with the terms of the Budget and (y) DIP Lenders shall have no obligation to advance Postpetition Debt to Applicable Debtors and may exercise sole dominion over deposit accounts (or otherwise exercise rights under any deposit account control agreements) and except as otherwise set forth in subclause (x), apply all Cash Collateral to the Aggregate Debt in accordance with Paragraph 2(c) of this Order.

(c) Access to Collateral. Upon the entry of this Order, notwithstanding anything to the contrary herein or in any Prepetition Third Party Document or DIP Document, upon written notice to the landlord of any of the Applicable Debtors' leased premises that an Event of Default has occurred and is continuing, Agents may elect to (but will not be obligated to) enter upon any such leased premises for the purpose of exercising any right or remedy with respect to the Aggregate Collateral located thereon and will be entitled to such Applicable Debtor's rights and privileges under such lease without any interference from such landlord; provided, however, that such Agent shall pay to such landlord rent first accruing after the date on which such Agent commences occupancy of the leased premises, calculated on a per diem basis at the non-default rate of rent, solely for the period during which Agent actually occupies such leased premises.

7. Carveout.

(a) Carveout Terms. For purposes of this Order, "Carveout" shall mean: (i) all fees required to be paid to the Clerk of the Court and to the U.S. Trustee 28 U.S.C. § 1930(a) plus interest at the statutory rate (without regard to the Carveout Trigger Notice) (collectively, the "Statutory Fees"); plus the sum of (ii) all reasonable fees and expenses up to $25,000 incurred by a trustee under Bankruptcy Code § 726(b) (without regard to the Carveout Trigger Notice) (the "Chapter 7 Trustee Carveout"); (iii) to the extent allowed at any time, whether by final order, interim order, procedural order, or otherwise, subject to the Budget (as set forth below), all unpaid fees, costs, disbursements and expenses (the "Allowed Professional Fees") incurred or earned by the Carveout Professionals at any time before or on the Carveout

Trigger Date, whether allowed by the Court prior to, on, or after delivery of a Carveout Trigger Notice (the "Pre-Trigger Carveout Cap"); and (iv) Allowed Professional Fees of the Carveout Professionals incurred after the Carveout Trigger Date in an aggregate amount not to exceed the Post-Carveout Trigger Notice Amount, to the extent allowed at any time, whether by final order, interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the "Post-Carveout Trigger Notice Cap" and such amounts set forth in clauses (i) through (iv), the "Carveout Cap"); *provided that*, (A) nothing herein shall be construed to impair any party's ability to object to Court approval of the fees, expenses, reimbursement of expenses or compensation of any Carveout Professional, (B) the Carveout with respect to each Carveout Professional shall not exceed the aggregate amount provided in the applicable line item in the Budget for such Carveout Professional for the period commencing on the Petition Date and ending on the Carveout Trigger Date, (C) the Carveout with respect to each Carveout Professional shall be reduced dollar-for-dollar by any payments of fees and expenses to the Carveout Professional, (D) the Carveout with respect to each Carveout Professional shall be paid out of any prepetition retainer or property of the estate (other than property subject to an unavoidable security interest or lien in favor of any Agent or any other Secured Party) before such payments are made from proceeds of the Postpetition Debt or the Aggregate Collateral and (E) no Carveout Professional shall be entitled to any portion of the Carveout allocated for any other Carveout Professional in the Budget (provided, however, (x) any Carveout Professional that is counsel for the Applicable Debtors may use any portion of the Carveout allocated for any other Carveout Professional that is counsel for the Applicable Debtors and (y) any Carveout Professional that is counsel for the Committee may use any portion of the Carveout allocated for any other Carveout Professional that is counsel for the Committee). The Carveout allocated for Carveout Professionals of the Committee shall be $2.25 million. Neither the Agent nor the Lenders shall be responsible for the payment or reimbursement of any fees or disbursements of any Carveout Professional incurred in connection with the Cases, other than payment or reimbursement of any fees or disbursements from proceeds of Aggregate Collateral to the extent of the Carveout as set forth in this Paragraph 7. Nothing in the Interim Order, this Order or otherwise shall be construed to obligate any Agent or any Lender, in any way, to pay compensation to, or to reimburse expenses of, any Carveout Professional or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(b) Carveout Usage. No portion of the Carveout and no Postpetition Debt or Aggregate Collateral may be used to pay any fees or expenses incurred by any Person, including any Debtor, any Committee, or any Carveout Professional, in connection with claims or causes of action adverse (or which claim an interest adverse) to any Agent, any Lender, any other Secured Party, or any of their respective rights or interests in the Aggregate Collateral, the DIP Documents, or the Prepetition ABL Documents, including, without limitation, (1) preventing, hindering, or delaying any Agent's or any other Secured Party's enforcement or realization upon any of the Aggregate Collateral or the exercise of their rights and remedies under the Interim Order, this Order, any DIP Document, any Prepetition ABL Document, or applicable law, in each case, once an Event of Default has occurred, (2) using or seeking to use any Cash Collateral or incurring indebtedness in violation of the terms hereof, or (3) objecting to, or contesting in any manner, or in raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of any Aggregate Debt, any Prepetition ABL Document, any DIP Document, or any mortgages, deeds of trust, liens, or security interests with respect thereto or any other rights or interests of any Agent or any other Secured Party, or in asserting any claims or causes of action, including, without limitation, any actions under chapter 5 of the Bankruptcy Code, against any Agent or any other Secured Party; provided, however, that nothing in this paragraph limits the payment of any fees or expenses of the Committee related to the Committee's objection to the Motion or to the [Debtors' Sale Motion]; provided, further, however, that the foregoing shall not apply to costs and expenses, in an aggregate amount not to exceed $~~50,000~~75,000, incurred by all of the Committee's Carveout Professionals in connection with the investigation of a potential Challenge in accordance with Paragraph 9 of this Order; provided, further, however, that the Carveout may be used to pay fees and expenses incurred by the Carveout Professionals in connection with (x) the negotiation, preparation, and entry of the Interim Order, this Order or any amendment hereto consented to by DIP Agent~~.~~ and (y) enforcement of rights granted hereunder in favor of the Committee with respect to financial reporting and rights to information. The Carveout Professionals waive any right to seek rights, benefits, or causes of action under Bankruptcy Code § 506(c), the enhancement of collateral provisions of Bankruptcy Code § 552, and under any other legal or equitable doctrine (including, without limitation, unjust enrichment or the "equities of the case" exception under Bankruptcy Code § 552(b)) as they may relate to, or be asserted against, any Agent, any Lender, or any of the Aggregate Collateral in respect of Allowed Professional Fees; provided, further, however, that

nothing in this paragraph limits the rights of Carveout Professionals for the Committee to seek payment of their fees and expenses in accordance with paragraph 7(b).

(c) Carveout Procedure. On the last business day of each week prior to the Carveout Trigger Date, the Debtors shall fund the Carveout Account using proceeds of Postpetition Debt (subject to the terms and conditions of the DIP Credit Agreement) in an amount equal to the professional fees for Carveout Professionals as set forth in the Budget for the week then ended (with the Carveout amount for each Carveout Professional determined in accordance with the provisos set forth subclauses (B) through (E) in Paragraph 7(a) above). Except as set forth in the preceding sentence, DIP Lenders shall have no obligation to fund the Carveout Account or any fees or expenses of Carveout Professionals accrued on, prior to, or after the Carveout Trigger Date and the Carveout Account shall be funded solely with the proceeds of Postpetition Debt as described in this Paragraph 7(a). All funds in the Carveout Account shall be used to pay the Carveout (whether such fees are allowed on an interim or final basis) for Allowed Professional Fees for the Carveout Professionals in an amount not to exceed the Carveout Cap, and, subject to the Carveout Cap, all Carveout Professionals shall have all professional fees paid from the Carveout Account prior to seeking payment from any other Aggregate Collateral. If, after payment in full of the Carveout (up to the Carveout Cap) for Allowed Professional Fees of Carveout Professionals, all remaining funds in the Carveout Account shall be returned to the Agents on behalf of the Lenders. The Applicable Debtors shall periodically, upon the request of the DIP Agent, provide to the DIP Agent a written report (the "Carveout Report"), in which the Applicable Debtors disclose their then current estimate of (1) the aggregate amount of unpaid professional fees, costs and expenses accrued or incurred by the Carveout Professionals, through the date of the Carveout Report, and (2) projected fees, costs and expenses of the Carveout Professionals for the 30 day period following the date of such Carveout Report. Nothing herein shall be construed as consent by Agents and Lenders to the allowance of any fees or expenses of the Carveout Professionals or shall affect the right of Agents or any Lender to object to the allowance and payment of such fees, costs or expenses, or the right of Agents or any Lender to the return of any portion of the Carveout that is funded with respect to fees and expenses for a Carveout Professional that are approved on an interim basis that are later denied on a final basis.

8. No Surcharge. Applicable Debtors represent that the Budget contains all expenses that are reasonable and necessary for the operation of Applicable Debtors' businesses and the preservation of the Aggregate Collateral through the period for which the Budget runs, and therefore includes any and all items potentially chargeable to Agents and Lenders under Bankruptcy Code § 506(c). Therefore, in the exercise of their business judgment, ~~subject to entry of the Final Order,~~ Applicable Debtors (or any Trustee) agree that there will be no surcharge of the Aggregate Collateral for any purpose unless agreed to in writing by Agents and Lenders, and effective upon ~~entry of the Final~~closing of the transactions contemplated by the Agreed Sale Order, each Applicable Debtor (or any Trustee), on behalf of its estate, will be deemed to have waived any and all rights, benefits, or causes of action under Bankruptcy Code § 506(c), the enhancement of collateral provisions of Bankruptcy Code § 552, and under any other legal or equitable doctrine (including, without limitation, unjust enrichment or the "equities of the case" exception under Bankruptcy Code § 552(b)) as they may relate to, or be asserted against, any Agent, any Lender, or any of the Aggregate Collateral. In reliance on the foregoing, Agents and Lenders have agreed to the entry of this Order.

9. Reservation of Rights; Bar of Challenges and Claims.

(a) Notwithstanding any other provisions of the Interim Order and this Order, any interested party with requisite standing (other than the Debtors or their professionals) in these Cases (including, without limitation, any Committee) shall have until the date that is seventy-five (75) days after entry of the Interim Order (such period, the "Challenge Period", to commence an adversary proceeding against the Prepetition Secured Parties (as applicable) for the purpose (collectively, a "Challenge Action") of: (i) challenging any of the stipulations contained in Paragraph D, (ii) challenging the validity, extent, priority, perfection, enforceability and non-avoidability of the Prepetition Liens against the Applicable Debtors, (iii) contesting the amount of the Prepetition Secured Parties' asserted claims, (iv) seeking to avoid or challenge (whether pursuant to Chapter 5 of the Bankruptcy Code or otherwise) any transfer made by or on behalf of the Applicable Debtors to or for the benefit of any of the Prepetition Secured Parties, or any of their predecessors in interest under the Prepetition ABL Documents prior to the Petition Date, (v) seeking damages or equitable relief against any of the Prepetition Secured Parties (as applicable) arising from or related to prepetition business and lending relationships of the

Prepetition Secured Parties or any of their predecessors in interest under the Prepetition ABL Documents with the Applicable Debtors, including, without limitation, equitable subordination, recharacterization, lender liability and deepening insolvency claims and causes of action or (vi) challenging the application to Prepetition Debt described in Paragraph 2(c); provided, however, that if any Chapter 7 trustee subsequently appointed in these Cases is appointed prior to the expiration of the Challenge Period, such trustee shall have until the later of (x) the expiration of the Challenge Period or (y) 20 days after such trustee is appointed, in order to commence a Challenge Action. If the Committee files a motion seeking standing to commence a Challenge Action prior to the expiry of the Challenge Period, the Challenge Period shall be extended (solely as to the Committee and solely as to the Challenge Actions specifically identified in the complaint attached to such standing motion) until the earlier of (i) the date such standing motion is withdrawn, or (ii) entry of a final non-appealable order of the Court denying such standing motion. Further, the Challenge Period will expire upon the earlier of (x) closing of the transactions contemplated by the Agreed Sale Order or (y) 30 days after the earlier of (A) the motion to enter the Agreed Sale Order is denied or (B) termination of the applicable, existing stalking horse purchase agreements that otherwise could have included the Supplemental Assumed Claims.

(b) All parties in interest, including without limitation the Committee (if any), that fail to act in accordance with the time periods set forth in the preceding paragraph shall be, and hereby are, barred forever from commencing a Challenge Action and shall be bound by the waivers, stipulations, and terms set forth in this Interim Order (including Paragraphs D, 9(e) and 11 of this Interim Order). Any Challenge Action filed shall prohibit application of this paragraph only to the extent of the specific matters set forth in such Challenge Action on the date of filing unless otherwise ordered. For the avoidance of doubt, if any Challenge Action is timely filed and a final, non-appealable order is entered in favor of the plaintiff sustaining any such Challenge Action, the stipulations described in Paragraph D of this Interim Order shall nonetheless remain binding and preclusive on any Committee and any other person or entity, except to the extent that such stipulations and admissions were raised (subject to Bankruptcy Rule 7015) in an adversary proceeding or contested matter prior to the expiration of the Challenge Period and sustained by the final, non-appealable order. Nothing in this Interim Order vests or confers on any Person (as defined in the Bankruptcy Code), including any Committee (if

appointed) or any non-statutory committees appointed or formed in these Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, and all rights to object to such standing are expressly reserved.

(c) The respective legal and equitable claims, counterclaims, defenses and/or rights of offset and setoff of the Prepetition Secured Parties in response to any such Challenge Action are reserved, and the ability of a party to commence a Challenge Action shall in no event revive, renew or reinstate any applicable statute of limitations which may have expired prior to the date of commencement of such Challenge Action. Despite the commencement of a Challenge Action, the prepetition claims and Liens of the Prepetition Secured Parties shall be deemed valid, binding, properly perfected, enforceable, non-avoidable, not subject to disallowance under Bankruptcy Code § 502(d) and not subject to subordination under Bankruptcy Code § 510 until such time as, and only to the extent that, a final and non-appealable judgment and order is entered sustaining such Challenge Action in favor of the plaintiffs therein. Notwithstanding anything to the contrary contained in this Interim Order, the Court expressly reserves the right to order other appropriate relief against the Prepetition Secured Parties in the event there is a timely and successful Challenge Action by any party in interest to the validity, enforceability, extent, perfection or priority of the Prepetition Liens or the amount, validity, or enforceability of the Prepetition Debt. For the avoidance of doubt, notwithstanding anything to the contrary in this Interim Order or the DIP Documents, the Replacement Liens and Bankruptcy Code § 507(b) claims described in Paragraph 4(d) shall be valid, enforceable, properly perfected, and unavoidable until such time as, and only to the extent that, a final and non-appealable judgment and order is entered sustaining a Challenge Action in favor of the plaintiffs therein.

(d) If a Challenge Action has not been filed during the Challenge Period or a timely-asserted Challenge Action is not successful, then without further order of the Court, the claims, liens and security interests of the Prepetition ABL Administrative Agent, the Prepetition ABL Lenders and the other Prepetition Secured Parties shall and shall be deemed to be allowed for all purposes in these Cases and shall not be subject to challenge by any party in interest, including, without limitation, as to extent, validity, amount, perfection, enforceability, priority or otherwise.

(e) In consideration of and as a condition to, among other things, the Postpetition Secured Parties making the advances under the DIP Documents and providing credit and other financial accommodations to the Applicable Debtors, and the Prepetition Secured Parties consenting to, among other things, the use of Cash Collateral, and subordination by the Postpetition Secured Parties and Prepetition Secured Parties of their Liens to the Carveout pursuant to the terms of this Interim Order and the DIP Documents, each of the Applicable Debtors, on behalf of themselves, their estates, and their affiliated obligors under the Prepetition ABL Documents (each a "Releasor" and collectively, the "Releasors"), subject to the other terms of this Paragraph 9, absolutely releases, forever discharges and acquits each of the Prepetition Secured Parties and their respective present and former affiliates, shareholders, subsidiaries, divisions, predecessors, members, managers, directors, officers, attorneys, employees, agents, advisors, principals, consultants, and other representatives (the "Prepetition Releasees") of and from any and all claims, demands causes of action, damages, choses in action, and all other claims, counterclaims, defenses, setoff rights, and other liabilities whatsoever (the "Prepetition Released Claims") of every kind, name, nature, and description, whether known or unknown, both at law and equity (including, without limitation, any "lender liability" claims) that any Releasor may now or hereafter own, hold, have or claim against each and every of the Prepetition Releasees arising at any time prior to the entry of this Interim Order (including, without limitation, claims relating to the Debtors, the Prepetition ABL Documents, and other documents executed in connection therewith, and the obligations thereunder); provided, however, that such release shall not be effective with respect to the Debtors until entry of this Order, and with respect to the Debtors' bankruptcy estates, until the expiration of the Challenge Period. In addition, upon the Payment in Full of all Postpetition Debt owed to the Postpetition Secured Parties arising under this Order and the DIP Documents, the Postpetition Releasees (defined below) shall automatically be released from any and all obligations, actions, duties, responsibilities, and causes of action arising or occurring in connection with or related to the DIP Documents.

(f) Notwithstanding any other provisions of this Order or any other order, nothing herein or any prior cash collateral/financing orders (or any financing documents) shall prime any valid and enforceable setoff and/or recoupment rights of The North River Insurance Company and Crum & Forster Specialty Insurance Company under applicable law,

subject to the rights of all parties, including the Agents, to object to any asserted setoff or recoupment.

10. Sale Milestones. To effectuate the sale process for all, or substantially all, of the assets of Applicable Debtors, Applicable Debtors have agreed to, and were authorized by the Interim Order and hereby are authorized to, timely satisfy each of the Milestones set forth and defined in Section 5.20 (and corresponding Schedule 5.20) of the DIP Credit Agreement. Applicable Debtors, Agent, and requisite Lenders may agree to amend or otherwise modify such sale milestones from time to time, in writing, without the need of any further notice, hearing, or order of this Court (other than a notice of such amendment or modification to be filed with this Court).

11. Right to Credit Bid. In connection with the sale or other disposition of all or any portion of the Aggregate Collateral, whether under Bankruptcy Code § 363, Bankruptcy Code § 1129 or otherwise, pursuant to and, for the avoidance of doubt, subject to, Bankruptcy Code § 363(k), (a) DIP Agent shall have the right to use the Postpetition Debt or any part thereof to credit bid with respect to any bulk or piecemeal sale of all or any portion of the Aggregate Collateral, and (b) subject to Paragraph 9 of this Order, Prepetition ABL Administrative Agent shall have the right to use the Prepetition Debt or any part thereof to credit bid with respect to any bulk or piecemeal sale of all or any portion of the Aggregate Collateral. With respect to any such sale or other disposition of all or any portion of the Aggregate Collateral, and any auction and sale process relating thereto, subject to Bankruptcy Code § 363(k), each Agent (and its respective designees) is, and will be deemed to be, a qualified bidder for all purposes under any sale and bidding procedures, and any order approving any bidding and sale procedures, and may attend and participate at any auction and any sale hearing, in each case, without regard to any of the requirements or conditions set forth therein and without any other or further action by such Agent or designee.

12. [Reserved].

13. Application of Sale Proceeds. All proceeds from sales or other dispositions of all or any portion of the Aggregate Collateral shall be remitted to Agents for application in accordance with Paragraph 2(c) of this Order.

14. Waiver of Right to Return/Consent to Setoff. Without the prior written consent of Agents, Applicable Debtors will not agree or consent to any of the following: (a) return of any Aggregate Collateral pursuant to Bankruptcy Code § 546(h); (b) any order permitting or allowing any claims pursuant to Bankruptcy Code § 503(b)(9); or (c) any setoff pursuant to Bankruptcy Code § 553.

15. Indemnification. Applicable Debtors shall indemnify and hold harmless Agents, Lenders and each other Prepetition Secured Party and Postpetition Secured Party and such other third parties as set forth in and in accordance with the DIP Credit Agreement and the Prepetition ABL Agreement.

16. No Marshaling. Subject to entry of this Order, no Agent, Lender or any of the Aggregate Collateral shall be subject to the doctrine of marshaling.

17. Postpetition Charges. All Postpetition Charges must be promptly paid by Debtors in accordance with the Interim Order, this Order and the DIP Documents, without need for filing any application with the Court for approval or payment thereof, within fourteen (14) business days of DIP Agent's written notice to Debtors, any Committee, and the U.S. Trustee. Prior to any conversion of the Chapter 11 Cases to chapter 7, any DIP Agent professional fees and expenses shall be paid by the Debtors within fourteen (14) days after delivery of a summary invoice (redacted for privilege) to the Debtors and without the need for application to or order of this Court. A copy of such summary invoice shall be provided by the DIP Agent to the U.S. Trustee and counsel to the Committee~~, if one is appointed,~~ contemporaneously with the Debtors' receipt of such summary invoice. Notwithstanding the foregoing, if (x) the Debtors, U.S. Trustee, or the Committee object to the reasonableness of a summary invoice submitted by the DIP Agent and (y) the parties cannot resolve such objection, in each case within the fourteen (14)-day period following receipt of such summary invoice, the Debtors, the U.S. Trustee or the Committee, as the case may be, shall file with this Court and serve on the DIP Agent a fee objection (a "DIP Agent Fee Objection"), which objection shall be limited to the issue of the reasonableness of such DIP Agent professional fees. The Debtors shall promptly pay any submitted invoice after the expiration of the fourteen (14)-day period if no DIP Agent Fee Objection is filed with this Court and served on the DIP Agent in such fourteen (14)-day period. If a DIP Agent Fee Objection is timely filed and served, the Debtors shall promptly pay the

undisputed amount of the summary invoices, and this Court shall have jurisdiction to determine the disputed portion of such invoice if the parties are unable to resolve the DIP Agent Fee Objection.

18. Force and Effect of Prepetition ABL Documents. Except as modified herein and subject to the other provisions of the Interim Order and this Order and the Bankruptcy Code, the Prepetition ABL Documents shall remain in full force and effect with respect to the Prepetition Debt. To the extent there exists any conflict among the terms of the Motion, the Prepetition ABL Documents~~, the Interim Order~~ and this Order, this Order shall govern and control.

19. Conditions Precedent. Except as provided for in the Carveout, neither DIP Agent nor any DIP Lender shall have any obligation to make any loans pursuant to the DIP Documents unless all of the conditions precedent to the making of such extensions of credit under the applicable DIP Documents have been satisfied in full or waived in accordance with such DIP Documents.

20. Modification of Stay. The automatic stay of Bankruptcy Code § 362 is hereby modified with respect to Agents and Lenders to the extent necessary to effectuate the provisions of the Interim Order and this Order, including, after the Termination Date, to permit Agents and Lenders to exercise their respective rights contemplated by Paragraph 6 above.

21. Real Property; Certain Leased ~~Propery~~Property. For the avoidance of doubt, Prepetition ABL Administrative Agent and DIP Agent have been granted a lien on the Real Property (including all proceeds, products, substitutions or replacements of such Real Property, and such proceeds, products, substitutions or replacements shall be subject to the Replacement Liens and Postpetition Liens, respectively) of the Applicable Debtors to the maximum extent permitted under applicable non-bankruptcy law. If, notwithstanding entry of this Order, a lien or security interest in any Real Property would be prohibited or would otherwise not be effective under applicable non-bankruptcy law, (x) the Prepetition Collateral and Postpetition Collateral shall not include such Real Property; provided that all proceeds, products, substitutions or replacements of such Real Property shall be included in the Prepetition Collateral and Postpetition Collateral and subject to the Replacement Liens and Postpetition

Liens, respectively and (y) the Applicable Debtors shall not permit any Person (other than Prepetition ABL Administrative Agent and DIP Agent) to obtain directly or indirectly any lien or security interest over such Real Property. Subject to applicable non-bankruptcy law, if, notwithstanding entry of this Order, a lien or security interest in certain property, including in any leasehold interests with respect to such property, leased (the "Specified Leased Property") by one or more of the Applicable Debtors from Peapack Capital Corporation (as successor to Wintrust Commercial Finance) would be prohibited or would otherwise not be effective under applicable non-bankruptcy law, (x) the Prepetition Collateral and Postpetition Collateral shall not include such Specified Leased Property; provided that all proceeds, products, substitutions or replacements of such Specified Leased Property shall be included in the Prepetition Collateral and Postpetition Collateral and subject to the Replacement Liens and Postpetition Liens, respectively and (y) the Applicable Debtors shall not permit any Person (other than Prepetition ABL Administrative Agent and DIP Agent) to obtain directly or indirectly any lien or security interest over such Specified Leased Property.

22. Tax Liens. Notwithstanding any other provisions in this ~~Final~~ Order or any final orders pertaining to post-petition financing or the use of cash collateral in these Chapter 11 Cases, any statutory liens on account of ad valorem taxes held by the Texas Taxing Authorities[2] (the "Tax Liens") shall neither be primed by nor made subordinate to any liens granted to any party hereby to the extent the Tax Liens are, as of the Petition Date, valid, senior, perfected, and unavoidable, and all parties' rights to object to the priority, validity, amount, and extent of the claims and liens asserted by the Texas Taxing Authorities are fully preserved.

23. No Waiver. None of the Agents, the Lenders, or the other Secured Parties will be deemed to have suspended or waived any of their rights or remedies under the Interim Order, this Order, the Prepetition ABL Documents, the DIP Documents, the Bankruptcy Code, or applicable non-bankruptcy law unless such suspension or waiver is hereafter made in writing, signed by a duly authorized officer of Agents, Lenders, or such other Secured Parties, as applicable, and directed to Applicable Debtors. No failure of any Agent or any other Secured

[2] For purposes of this ~~Final~~ Order, the term "Texas Taxing Authorities" shall refer to: Bexar County, City of Eagle Pass, Eagle Pass Independent School District, Galveston County, Harris County, Maverick County, Maverick County Hospital District and Rolling Creek Utility District.

Party to require strict performance by any Applicable Debtor (or by any Trustee) of any provision of the Interim Order or this Order will waive, affect, or diminish any right of Agents or any other Secured Party thereafter to demand strict compliance and performance therewith, and no delay on the part of Agents or any other Secured Party in the exercise of any right or remedy under the Interim Order, this Order, the Prepetition ABL Documents, the DIP Documents, the Bankruptcy Code, or applicable non-bankruptcy law will preclude the exercise of any right or remedy. Further, neither the Interim Order nor this Order constitutes a waiver by Prepetition ABL Administrative Agent or the other Prepetition Secured Parties of any of their rights under the Prepetition ABL Documents, the Bankruptcy Code, or applicable non-bankruptcy law, including, without limitation, their right to later assert: (a) that any of their interests in the Aggregate Collateral lack adequate protection within the meaning of Bankruptcy Code §§ 362(d) or 363(e) or any other provision thereof or (b) a claim under Bankruptcy Code § 507(b).

24. "Limits on Lender Liability." By taking any actions pursuant to the Interim Order, this Order, making any loan under the DIP Credit Agreement, authorizing the use of Cash Collateral, or exercising any rights or remedies available to it under the DIP Documents or this Order, DIP Agent and DIP Lenders shall not: (a) be deemed to be in control of the operations or liquidation of Debtors (e.g. a "controlling person" or "owner or operator"); (b) be deemed to be acting as a "responsible person", with respect to the operation, management or liquidation of Debtors; (c) otherwise cause liability to arise to the federal or state government or the status of responsible person or managing agent to exist under applicable law (as such terms, or any similar terms, are used in the Internal Revenue Code, WARN Act, the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., as amended, or any similar federal or state statute); or (d) owe any fiduciary duty to any of the Debtors. Furthermore, nothing in the Interim Order or this Order shall in any way be construed or interpreted to impose or allow the imposition upon any of DIP Agent or DIP Lenders or, subject to the entry of this Order, Prepetition ABL Administrative Agent or Prepetition ABL Lenders, of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors and their respective affiliates (as defined in section 101(2) of the Bankruptcy Code). The foregoing provision of this Paragraph ~~23~~24 was effective upon entry of the Interim Order.

25. Release. Without limiting the terms of Paragraph 9(e), upon the date that the Postpetition Debt is Paid in Full and prior to the release of the Postpetition Liens, each Debtor, on behalf of its estate and itself, must execute and deliver to DIP Agent, DIP Lenders, the other Postpetition Secured Parties, and each of their respective successors and assigns, and each of their respective present and former affiliates, shareholders, subsidiaries, divisions, predecessors, members, managers, directors, officers, attorneys, employees, agents, advisors, principals, consultants, and other representatives (collectively, the "Postpetition Releasees"), a general release of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness, and obligations, of every kind, nature, and description, that Debtors (or any of them) had, have, or hereafter can or may have against the Postpetition Releasees (or any of them), whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, in equity, or otherwise, in respect of events that occurred on or prior to the date on which the Postpetition Debt is Paid in Full.

26. Amendments. Applicable Debtors, DIP Agent and the DIP Lenders required under the DIP Credit Agreement may enter into amendments or modifications of the DIP Documents or the Budget without further notice and hearing or order of this Court; provided, that (a) such modifications or amendments do not materially and adversely affect the rights of any creditor or other party-in-interest and (b) notice of any such amendment or modification is filed with this Court and provided to any Committee and the U.S. Trustee.

27. Proof of Claim. Neither the Prepetition ABL Administrative Agent nor any of the Prepetition Secured Parties shall be required to file a proof of claim with respect to any of the Prepetition Debt and the stipulations and findings set forth in this Order and the Interim Order shall constitute an informal proof of claim in respect thereof. Notwithstanding the foregoing or any subsequent order of Court concerning proof of claim filing requirements, Prepetition ABL Administrative Agent is authorized (but not obligated) to file a single master proof of claim in Case No. 24-11258 (MFW) on behalf of itself and the Prepetition ABL Lenders on account of their claims arising under the Prepetition ABL Documents and hereunder and such master proof of claim shall be deemed filed as a claim against each of the Debtors.

28. Binding Effect. Except as provided in Paragraph 9 herein, the Interim Order and this Order shall be binding on all parties in interest in the Cases and their respective

successors and assigns, including any Trustee, except that any Trustee shall have the right to terminate this Order after notice and a hearing. If, in accordance with Bankruptcy Code § 364(e), this Order does not become a final nonappealable order, if a Trustee terminates this Order, or if any of the provisions of the Order are hereafter modified, amended, vacated or stayed by subsequent order of this Court or any other court, such termination or subsequent order shall not affect the validity or enforceability of any Postpetition Debt, Postpetition Liens, the Replacement Liens or the Bankruptcy Code § 507(b) Claims described in Paragraph 4(d) or any other claim, lien, security interest or priority authorized or created hereby or pursuant to the DIP Documents or adequate protection obligations described in Paragraph 4 incurred prior to the actual receipt by the DIP Agent or the Prepetition ABL Administrative Agent, as applicable, of written notice of the effective date of such termination or subsequent order. Notwithstanding any such termination or subsequent order, any use of Cash Collateral or the incurrence of Postpetition Debt, or adequate protection obligations described in Paragraph 4 owing to the Prepetition Secured Parties by the Applicable Debtors prior to the actual receipt by the DIP Agent or Prepetition ABL Administrative Agent, as applicable, of written notice of the effective date of such termination or subsequent order, shall be governed in all respects by the provisions of the Interim Order and this Order (as applicable), and the Prepetition Secured Parties shall be entitled to all of the rights, remedies, protections and benefits granted under Bankruptcy Code § 364(e), the Interim Order, this Order, and the DIP Documents with respect to all uses of Cash Collateral and the incurrence of Postpetition Debt and adequate protection obligations described in Paragraph 4 owing to the Prepetition Secured Parties.

29. Survival. The provisions of the Interim Order and this Order, and any actions taken pursuant to or in reliance upon the terms hereof, shall survive entry of, and govern in the event of any conflict with, any order which may be entered in the Cases: (a) confirming any chapter 11 plan, (b) converting any Case to a case under chapter 7 of the Bankruptcy Code, (c) dismissing any Case, (d) withdrawing of the reference of any Case from this Court, or (e) providing for abstention from handling or retaining of jurisdiction of any of the Cases in this Court. The terms and provisions of the Interim Order and this Order, including, without limitation, the rights granted DIP Agent and Postpetition Secured Parties under Bankruptcy Code §§ 364(c), shall continue in full force and effect until all of the Aggregate Debt is Paid in Full.

30. Order Effective. This Order shall be effective as of the date of the date of the signature by the Court.

EXHIBIT A

DEFINED TERMS

1. ***Agreed Sale Order***. Collectively, one or more orders of this Court, consented to by DIP Agent and the Committee, authorizing the sale of any portion of the Aggregate Collateral pursuant to one or more purchase agreements that provide for funding of $3,500,000 upon the closing thereof by the purchaser(s) into an escrow or similar arrangement acceptable to the Committee, which funds shall be administered by a claims ombudsman to be identified by the Committee for payment on a pro rata basis to holders of Supplemental Assumed Claims, as set forth in the Agreed Sale Order.

2. ~~1.~~ ***Aggregate Collateral***. Collectively, the Prepetition Collateral and the Postpetition Collateral.

3. ~~2.~~ ***Aggregate Debt***. Collectively, the Prepetition Debt and the Postpetition Debt.

4. ~~3.~~ ***Allowable 506(b) Amounts***. To the extent allowable under Bankruptcy Code § 506(b), interest at the default rate of interest as set forth in Section 2.6(c) of the Prepetition ABL Agreement, all fees, costs, expenses, and other charges due or coming due under the Prepetition ABL Documents or in connection with the Prepetition Debt (regardless of whether such fees, costs, interest and other charges are included in the Budget), and all costs and expenses at any time incurred by Prepetition ABL Administrative Agent and Prepetition ABL Lenders in connection with: (a) the negotiation, preparation and submission of the Interim Order, this Order and any other order or document related hereto, and (b) the representation of Prepetition ABL Administrative Agents and Prepetition ABL Lenders in the Cases, including in defending any Challenge.

5. ~~4.~~ ***Applicable Debtors.*** Parent and any of its direct or indirect Debtor subsidiaries.

6. ~~5.~~ ***Bankruptcy Code***. The United States Bankruptcy Code (11 U.S.C. § 101 *et seq*.), as amended, and any successor statute. Unless otherwise indicated, all statutory section references in this Order are to the Bankruptcy Code.

7. ~~6.~~ ***Blocked Account.*** The Dominion Account (as defined in the DIP Credit Agreement).

8. ~~7.~~ ***Budget.*** The budget attached to this Order as Exhibit B, as amended, modified or supplemented from time to time, as may be agreed to by DIP Agent and the requisite DIP Lenders required under the DIP Credit Agreement.

9. ~~8.~~ ***Carveout Account***. The escrow accounts described below established solely to maintain proceeds of Postpetition Debt to pay the Carveout Amounts described in clause (1) of Paragraph 7(a). Solely with respect to the Debtor Carveout Professionals, the Carveout Account shall be the Young Conaway Stargatt & Taylor, LLP client trust account.

Solely with respect to the Committee Carveout Professionals, the Carveout Account shall be the client trust account designated by lead counsel for the Committee.

10. ~~9.~~ ***Carveout Professionals***. Collectively, (a) Alston & Bird LLP, as counsel for Applicable Debtors, (b) Young Conaway Stargatt & Taylor LLP, as local counsel for Applicable Debtors, (c) Spencer M. Ware of CR3 Partners LLC, as chief restructuring officer of Debtors, and such other personnel of CR3 Partners LLC that will assist Mr. Ware during these Cases, (d) Houlihan Lokey Capital, Inc., as investment banker for Applicable Debtors, (e) Kroll Restructuring Administration LLC, as claims and noticing agent in these Cases, (f) such professionals that are authorized by the Court to be retained by any Committee, and (g) the U.S. Trustee.

11. ~~10.~~ ***Carveout Trigger Date***. The date that is the earliest of (x) the date on which DIP Agent delivers (by email or other electronic means) the Carveout Trigger Notice to the Carveout Trigger Notice Parties, (y) the date on which the Prepetition Debt and Postpetition Debt have been Paid in Full, and (z) the Maturity Date (as defined in the DIP Credit Agreement).

12. ~~11.~~ ***Carveout Trigger Notice***. A written notice delivered by email (or other electronic means) by DIP Agent to the Carveout Trigger Notice Parties stating that the Post-Carveout Trigger Cap has been invoked, which notice may be delivered following the occurrence and during the continuation of a Default or Event of Default under the DIP Credit Agreement.

13. ~~12.~~ ***Carveout Trigger Notice Parties***. Counsel to the Applicable Debtors, the U.S. Trustee and counsel to the Committee.

14. ~~13.~~ ***Cases***. The chapter 11 cases or any superseding chapter 7 cases of the Debtors.

15. ~~14.~~ ***Cash Collateral***. All "cash collateral," as that term is defined in Bankruptcy Code § 363(a), in which Agents (on behalf of Secured Parties) have an interest, all deposits subject to setoff rights in favor of Agents and Secured Parties, and all cash arising from the collection or other conversion to cash of the Aggregate Collateral, including from the sale of inventory and the collection of accounts receivable.

16. ~~15.~~ ***Committee***. Any official creditors' committee appointed to represent unsecured creditors in these Cases pursuant to Bankruptcy Code § 1102.

17. ~~16.~~ ***Declarations.*** The *Declaration of Spencer Ware in Support of the Debtors' Chapter 11 Petitions and Requests for First Day Relief* and the *Declaration of John Sallstrom in Support of the Debtors' Motion for Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Secured Financing; (II) Authorizing the Debtors' Use of Cash Collateral; (III) Granting Adequate Protection to Prepetition Secured Parties; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief*.

18. ~~17.~~ ***DIP Commitment***. $199,969,560.45.

19. ~~18.~~ ***DIP Credit Agreement***. That certain Debtor-in-Possession Credit Agreement substantially in the form attached to the Interim Order as Exhibit C, by and among

Parent, Project Kenwood Acquisition, LLC and each other subsidiary of Parent party thereto as a "Borrower", DIP Agent and DIP Lenders party thereto, as amended, modified, supplemented, replaced or refinanced from time to time.

20. ~~19.~~ ***DIP Documents***. The DIP Credit Agreement, the "Loan Documents" (as that term is defined in the DIP Credit Agreement) and the "Bank Product Agreements" (as that term is defined in the DIP Credit Agreement), in each case, as amended, supplemented, or otherwise modified from time to time.

21. ~~20.~~ ***Event of Default***. At DIP Agent's election, (a) the occurrence and continuance of any Event of Default first arising after the Petition Date under the DIP Credit Agreement; (b) Applicable Debtors failure to comply with the covenants or perform any of their obligations in strict accordance with the terms of the Interim Order or this Order, (c) a motion shall be filed or an order shall be entered in any of the Cases or the Recognition Proceedings (as defined in the DIP Credit Agreement) to sell any of the Aggregate Collateral for any non-cash consideration without the prior written consent of Agents, (d) any of the Carveout~~,~~ Postpetition Debt or Aggregate Collateral is used to pay any fees or expenses incurred by any Person in connection with selling (or seeking to sell) any Aggregate Collateral without Agents' written consent, (e) a motion shall be filed or an order shall be entered in any of the Cases or the Recognition Proceedings (as defined in the DIP Credit Agreement) to sell, dispose or otherwise transfer any of the Real Property without the prior written consent of Agents'.

22. ~~21.~~ ***Final Hearing***. The final hearing on the Motion conducted in accordance with Fed. R. Bankr. P. 4001.

23. ~~22.~~ ***Guarantors***. Project Kenwood Intermediate Holdings III, LLC, a Delaware limited liability company ("Parent") and each other Person party to the DIP Documents as a "Guarantor".

24. ~~23.~~ ***Guaranty***. Guaranty and Security Agreement dated as of June 12, 2024, by and among Applicable Debtors and DIP Agent (on behalf of the Prepetition Secured Parties)).

25. ~~24.~~ ***Interim Order***. 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 Prepetition Secured Parties; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief [Docket No. 79].

26. ~~25.~~ ***Local Rules***. The Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware.

27. ***New Value.*** Postpetition Debt consisting of loans advanced or letters of credit issued under the DIP Credit Agreement from and after the date hereof, including all Obligations and any advances made to pay the Carveout (and fund the Carveout Account) and Postpetition Charges; provided, however, that any extension of the expiry date under any letter of credit initially issued under the Prepetition ABL Agreement will not be deemed to be "New Value" for purposes of this Order without further order of this court. For the avoidance of doubt,

for purposes of this Order, New Value does not include any Postpetition Debt arising after the date hereof as a result of the "roll up" of Prepetition Debt otherwise authorized under this Order.

28. ~~26.~~ ***Obligations.*** The "Obligations", as that term is defined in the DIP Credit Agreement.

29. ~~27.~~ ***Paid in Full***. With respect to the Postpetition Debt or the Prepetition Debt: (a) the termination of the DIP Credit Agreement and the other DIP Documents or the Prepetition ABL Agreement and the other Prepetition ABL Documents, as applicable; (b) the indefeasible payment in full in cash of all Postpetition Debt or Prepetition Debt, as applicable, together with all accrued and unpaid interest and fees thereon; (c) all commitments under the DIP Credit Agreement or commitments under the Prepetition ABL Agreement, as applicable, shall have terminated or expired; (d) DIP Agent or Prepetition ABL Administrative Agent, as applicable, shall have received cash collateral in such amount as the applicable "Issuing Bank" (as defined in the DIP Credit Agreement) or the applicable "Issuing Bank" (as defined in the Prepetition ABL Agreement), as applicable, deems is reasonably necessary to secure all contingent reimbursement obligations relating to any "Letters of Credit" (as defined in the DIP Credit Agreement) or any "Letters of Credit" (as defined in the Prepetition ABL Agreement); (e) DIP Agent or Prepetition ABL Administrative Agent, as applicable, shall have received cash collateral in such amount as the applicable "Cash Management Bank" (as defined in the DIP Credit Agreement) or the applicable "Cash Management Bank" (as defined in the DIP Credit Agreement), as applicable, deems is reasonably necessary to secure all obligations relating to any "Cash Management Agreements" (as defined in the DIP Credit Agreement) or any "Cash Management Agreements" (as defined in the DIP Credit Agreement); (f) the indefeasible payment or repayment in full in cash of any and all other "Obligations" (as defined in the DIP Credit Agreement) or "Obligations" (as defined in the Prepetition ABL Agreement), as applicable, including, without limitation, the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of any other obligation) under any "Bank Product Agreement" provided by any "Bank Product Provider" (as such terms are defined in the DIP Credit Agreement) or any "Bank Product Agreement" provided by any "Bank Product Provider" (as such terms are defined in the Prepetition ABL Agreement); (g) all claims of the Applicable Debtors against DIP Agent, DIP Lenders and the other Postpetition Secured Parties, or of "Borrowers" and "Guarantors" (as each such term is defined in the Prepetition ABL Agreement) against Prepetition ABL Administrative Agent, Prepetition ABL Lenders and the other Prepetition Secured Parties, as applicable, arising on or before the payment date shall have been released on terms acceptable to DIP Agent or Prepetition ABL Administrative Agent, as applicable; and (h) DIP Agent or Prepetition ABL Administrative Agent, as applicable, shall have received cash collateral in such amount as DIP Agent or Prepetition ABL Administrative Agent, as applicable, deems is reasonably necessary to secure DIP Agent and the other Postpetition Secured Parties, or Prepetition ABL Administrative Agent and the other Prepetition Secured Parties, as applicable, in respect of any asserted or threatened (in writing) claims, losses, demands, actions, suits, proceedings, investigations, liabilities, fines, fees, costs, expenses (including attorneys' fees and expenses), penalties, or damages for which any of the DIP Agent and the other Postpetition Secured Parties, or Prepetition ABL Administrative Agent and the other Prepetition Secured Parties, as applicable, may be entitled to indemnification or reimbursement by any Applicable Debtor pursuant to the terms of the DIP

Credit Agreement, the other DIP Documents, the Prepetition ABL Agreement, or the other Prepetition ABL Documents.

30. ~~28.~~ ***Permitted Priority Liens***. Collectively, (a) the Carveout, and (b) liens in favor of third parties upon the Prepetition Collateral, which third-party liens, as of the Petition Date: (1) had priority under applicable law over the Prepetition Liens, (2) were not subordinated by agreement or applicable law, and (3) were non-avoidable, valid, properly perfected and enforceable as of the Petition Date.

31. ~~29.~~ ***Permitted Variance***. The permitted variance set forth in Sections 7(a) and 7(b) of the DIP Credit Agreement, as the same may be amended or otherwise modified from time to time in accordance with the DIP Credit Agreement

32. ~~30.~~ ***Person***. Any individual, partnership, limited liability company, corporation, trust, joint venture, joint stock company, association, unincorporated organization, government or agency or political subdivision thereof, or any other entity whatsoever.

33. ~~31.~~ ***Petition Date***. June 11, 2024.

34. ~~32.~~ ***Post-Carveout Trigger Notice Amount.*** An amount equal to (x) if the Carveout Trigger Date occurs prior to August 8, 2024, $500,000 and (y) if the Carveout Trigger Date occurs on or after August 8, 2024, $250,000; provided, however, in the event that the actual Allowed Professional Fees incurred by the Carveout Professionals described in subclauses (a) and (b) of the definition thereof prior to the Carveout Trigger Date is less than the Pre-Trigger Carveout Cap for such Carveout Professionals, then the Post-Carveout Trigger Notice Amount may be increased by such shortfall up to an aggregate amount not to exceed $100,000.

35. ~~33.~~ ***Postpetition Charges***. Interest at the applicable rate of interest under the DIP Credit Agreement and all fees, costs, and expenses provided for in the DIP Credit Agreement, including those incurred by DIP Agent and DIP Lenders in connection with the Postpetition Debt (regardless of whether any such fees, costs, interest and other charges are included in the Budget).

36. ~~34.~~ ***Postpetition Collateral***. All of the Real Property and personal property of the Applicable Debtors of any description whatsoever, wherever located, and whenever arising or acquired, including, without limitation, any and all accounts, books, cash (including, without limitation, all Cash Collateral, cash deposits, and all cash proceeds held in escrow), cash equivalents, chattel paper, commercial tort claims, deposits, deposit accounts, documents, equipment, fixtures, goods, general intangibles (including, without limitation, ~~effective upon entry of the Final Order,~~ the proceeds of all claims and causes of action under chapter 5 of the Bankruptcy Code, including, without limitation, Bankruptcy Code §§ 542, 544, 545, 547, 548, 549, 550, 551, and 553, and all proceeds thereof), instruments, intellectual property, intellectual property licenses, inventory, investment property, leasehold interests, negotiable collateral, supporting obligations and all other "Collateral" (as that term is defined in the DIP Credit Agreement), and all proceeds, rents, issues, profits, and products, whether tangible or intangible, of any and all of the foregoing, including, without limitation, any and all proceeds of insurance covering any of the foregoing, together with all books and records,

customer lists, credit files, computer files, programs, printouts, and other computer materials and records related thereto.

37. ~~35.~~ ***Postpetition Debt***. All indebtedness or obligations of Applicable Debtors to DIP Agent and DIP Lenders incurred on or after the Petition Date pursuant to the Interim Order and/or this Order or otherwise, including all Obligations and any advances made by DIP Lenders to pay the Carveout.

38. ~~36.~~ ***Postpetition Liens***. Priority Liens in the Aggregate Collateral, subject only to Permitted Priority Liens.

39. ~~37.~~ ***Postpetition Secured Parties***. Collectively, the Lender Group and Bank Product Providers (as each term is defined in the DIP Credit Agreement).

40. ~~38.~~ ***Prepetition ABL Agreement***. That certain Credit Agreement dated as of April 16, 2019, by and among Applicable Debtors, Prepetition ABL Administrative Agent and Prepetition ABL Lenders party thereto, as amended, modified and supplemented from time to time.

41. ~~39.~~ ***Prepetition ABL Documents***. The Prepetition ABL Agreement, the "Loan Documents" (as that term is defined in the Prepetition ABL Agreement) and the "Bank Product Agreements" (as that term is defined in the Prepetition ABL Agreement), in each case, as amended, supplemented, or otherwise modified from time to time.

42. ~~40.~~ ***Prepetition Collateral***. Collectively, (a) all of the "Collateral" (as that term is defined in the that certain Guaranty and Security Agreement dated as of April 16, 2019, by and among Applicable Debtors and Prepetition ABL Administrative Agent (on behalf of the Prepetition ABL Lenders)) existing as of the Petition Date, (b) all Real Property (as defined in the Prepetition ABL Agreement) that is encumbered by a Mortgage (as defined in the Prepetition ABL Agreement) as of the Petition Date and (c) all proceeds, rents, issues, profits and products of each of the assets described in the foregoing clauses (a) and (b).

43. ~~41.~~ ***Prepetition Debt***. (a) All indebtedness or obligations under the Prepetition ABL Documents as of the Petition Date, including all "Obligations" (as defined in the Prepetition ABL Agreement), and all fees, costs, interest, and expenses as and when due and payable pursuant to the Prepetition ABL Documents, plus (b) all Allowable 506(b) Amounts.

44. ~~42.~~ ***Prepetition Liens***. Prepetition ABL Administrative Agent's (on behalf of Prepetition ABL Lenders) asserted security interests in the Prepetition Collateral under the Prepetition ABL Documents, subject only to Permitted Priority Liens.

45. ~~43.~~ ***Prepetition Secured Parties***. Collectively, the Lender Group and Bank Product Providers (as each term is defined in the Prepetition ABL Agreement).

46. ~~44.~~ ***Prepetition Third Party Documents***. Collectively, Applicable Debtors' deposit account control agreements, leases, licenses, landlord agreements, warehouse agreements, bailment agreements, insurance policies, contracts or other similar agreements in which Prepetition ABL Administrative Agent has an interest.

47. ~~45.~~ ***Priority Liens***. Liens which are first priority, properly perfected, valid and enforceable security interests, which are not subject to any claims, counterclaims, defenses, setoff, recoupment or deduction, and which are otherwise unavoidable and not subject to recharacterization or subordination pursuant to any provision of the Bankruptcy Code, any agreement, or applicable nonbankruptcy law.

48. ~~46.~~ ***Real Property***. Any estate or interests in real property now owned or hereafter acquired by an Applicable Debtor or one of its subsidiaries and improvements thereon.

49. ~~47.~~ ***Remedies Notice Period***. The period commencing on the Termination Date and ending five (5) business days after the occurrence of the Termination Date.

50. ~~48.~~ ***Replacement Liens***. Priority Liens in the Postpetition Collateral granted to Prepetition ABL Administrative Agent (for the benefit of itself and the other Prepetition Secured Parties) pursuant to the Interim Order and this Order, subject only to the Permitted Priority Liens and (x) with respect to any Postpetition Collateral also constituting Prepetition Collateral, the Prepetition Liens and (y) with respect to any Postpetition Collateral not otherwise constituting Prepetition Collateral, the Postpetition Liens.

51. ~~49.~~ ***Rules***. The Federal Rules of Bankruptcy Procedure.

52. ~~50.~~ ***Sale Milestones.*** Those covenants described in Paragraph 10 of this Order.

53. ~~51.~~ ***Secured Parties***. Collectively, the Prepetition Secured Parties and the Postpetition Secured Parties.

54. ***Supplemental Assumed Claims***. Allowed or allowable general unsecured (i) trade claims of suppliers of goods or services as of the time immediately prior to the Petition Date; or (ii) personal injury or wrongful death claims against one or more Applicable Debtors; and excluding, for the avoidance of doubt, (a) unsecured claims consisting of Prepetition Debt or Postpetition Debt, (b) unsecured claims arising under that certain Credit Agreement dated as of December 11, 2020 (as amended), by and among Debtor Project Kenwood Acquisition, LLC and Wells Fargo Bank, National Association, as lender, and (c) other unsecured claims otherwise agreed to be paid or assumed pursuant to the stalking horse asset purchase agreements with the Applicable Debtors as in effect on the date hereof.

55. ~~52.~~ ***Termination Date***. At DIP Agent's election, the earliest to occur of: (a) the date on which DIP Agent provides, via facsimile, electronic mail or overnight mail, written notice to counsel for Debtors, counsel for any Committee and the U.S. Trustee of the occurrence and continuance of an Event of Default and the occurrence of the "Termination Date" for purposes of this Order; (b) the date of the Final Hearing, if this Order is modified at the Final Hearing in a manner unacceptable to Agents and Lenders; (c) the date that is 28 days following the closing date of the sale of substantially all of the assets of the Applicable Debtors; (d) the date on which the Postpetition Debt is Paid in Full; (e) the date that is 180 days after the Petition Date and (f) the effective date of a plan of reorganization.

56. ~~53.~~ ***Trustee***. Any trustee appointed or elected in the Cases.

57. ~~54.~~ ***U.S. Trustee***. The Office of the United States Trustee for the District of Delaware.

EXHIBIT B

BUDGET

TAB K

THIS IS EXHIBIT "**K**" REFERRED TO IN THE
AFFIDAVIT OF SPENCER WARE
SWORN
THE 25TH DAY OF JULY, 2024

A Commissioner for taking affidavits, etc.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

IN RE:	Chapter 11 Case No. 24-11258 (MFW)
COACH USA, INC., *et al.*,	(Jointly Administered)
Debtors.	Courtroom No. 4 824 North Market Street Wilmington, Delaware 19801
	Friday, July 19, 2024 10:00 a.m.

TRANSCRIPT OF HEARING
BEFORE THE HONORABLE MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES:

For the Debtors:	J. Eric Wise, Esquire William Hao, Esquire ALSTON & BIRD LLP 90 Park Avenue New York, New York 10016
For the Committee:	Shari Dwoskin, Esquire BROWN RUDNICK LLP One Financial Center Boston, Massachusetts 02111
Audio Operator:	Lesa Neal, ECRO
Transcription Company:	Reliable 1007 N. Orange Street Wilmington, Delaware 19801 (302)654-8080 Email: gmatthews@reliable-co.com

Proceedings recorded by electronic sound recording, transcript produced by transcription service.

INDEX

(Proceedings commence at 10:00 a.m.)

THE COURT: Good morning. This is Judge Walrath. We are here in the Coach USA case.

I will turn it over to counsel for the debtor to tell us where we are.

MR. WISE: Thank you, Your Honor. Good morning. May I please the Court, Eric Wise of Alston & Bird, counsel to the debtors in this Chapter 11 case.

Your Honor, after we adjourned, late on Tuesday after argument, the committee, debtors, stalking horse bidder, Renco, and the lenders leaned into careful, difficult, and good faith negotiations in light of the guidance the Court provided us, and we're pleased to report that those negotiations have formed fruit.

We have an agreement amongst the debtors, the committee, and the stalking horse bidder, and the lenders which modifies the DIP order to address issues therein and which provides for the assumption by the stalking horse bidder to additional unsecured claims and a mechanism for distributing value to those claims.

The changes to the DIP order were filed this morning at Docket NO. 298. Given the pressed time, the agreements were arrived at late last night. Certain of the agreements with respect to the stalking horse bid we would ask that we read those into the record as modifications of

the APA with the bid procedures order and the designation of the stalking horse reflecting that the attached APA is modified by the creditor. Then in due course, over the weekend and so forth, we are going to revise the APA to reflect that and also there's a concept to the agreed sale order which we will also be forthcoming, which will be modified to reflect what is in the order.

We understand that with that the committee will withdrawal its objection to the entry of the DIP order, and the bid procedures order, and the designation of Renco as stalking horse bidder. From there we intend to move forward towards a value maximizing auction and sales process that the parties have worked very hard for over the past few days. I think all parties have made sacrifices to achieve. So, we thank everybody, the committee, the lenders, the stalking horse bidder for their work.

With the Court's permission I will describe some of the features of that agreement and read that into the record.

THE COURT: That's fine.

MR. WISE: So, the global deal, the stalking horse bidder will provide an escrow of $3.5 million in cash to be distributed to additional assumed unsecured creditors. This will provide important safeguards to the committee's rights and the purchaser has agreed to do this because it moves us towards a sale quickly and its in their interest to do so and

its also, from the debtor's perspective value maximizing and, obviously, from the committee's perspective, serves their constituents.

The $3.5 million is to be administered to the assumed liabilities which are trade in personal injury and wrongful death claims with a claims ombudsman chosen by the committee in order to administer that distribution. Any successful bid for the assets, now covered by the Renco bid, the stalking horse bidder that we are seeking approval of, would need to satisfy those same terms so it would be a condition to any subsequent bid that they also get the benefit of this arrangement.

We made, as I mentioned earlier, changes to the DIP order. I would offer the opportunity, if the Court would like to walk through those, to do that. If the Court doesn't feel that is necessary, we are fine with that and then I would cede the podium, but let me know if you would like to walk through the changes to the DIP order.

THE COURT: I have had a chance to look at it. I understand that it was just filed. So, why don't you go through and hit the highlights.

MR. WISE: Sure. So, in Paragraph 2(c) -- and I will skip over, obviously, obvious kind of ministerial changes. In Paragraph 2(c) we have added language with respect to the allowable 506(b) amounts and recourse of the

amounts that have been improperly applied to such 506(b) amounts. So, you will see that it says any amounts that are determined by the Court as a result of any such objection or determination would promptly provide allowable by the -- so, the amounts would be applied to other petition debt and any amounts that have been improperly applied to prepetition debt other then the allowable 506(b) amounts.

Paragraph 3(a), at the end, a proviso has been added which provides that nothing in the order modifies the validity of the post-petition debt in accordance with the interim order or any prior lien granted under the interim order. So, going forward that is different, but it does preserve that.

In 3(b) we have added clarification with respect to the increase in the budget from $50 to $75,000 to reflect the agreement.

In 3(d) we make clear that no post-petition liens granted pursuant to the order with respect to the post-petition collateral, unencumbered as of the petition date, except to secure new value, which is a definition in the back of the order, and post-petition charges related to the new value which is basically fees and interest or otherwise provided after the date hereof.

On the closing of the transaction, contemplated by the agreed sale order, the post-petition liens are deemed

granted with respect to all post-petition unencumbered collateral as of the petition date. That is at the closing.

Moving on to 4(a), we have added language stating payments, pursuant to the paragraph, are subject to reversal and reapplication to the principal balance of the prepetition debt.

Paragraph 4(c), with respect to replacement liens, the prepetition agent is granted replacement liens provided they will not encumber post-petition collateral that is unencumbered as of the petition date except to the extent of the adequate protection provided pursuant to Section 361 of the Bankruptcy Code.

In Paragraph 5, we have provided for the delivery of the financial reports that are delivered under the -- excuse me, the prepetition ABL credit agreement and the DIP credit agreement also to be provided to the committee simultaneously.

Then in Section 7, with respect to the carveout terms, the carveout for committee professionals has been increased to $2.25 million. Again, reflecting the increase in the challenge budget to $75,000 in 7(b). In addition, at 7(b), we have added that the carveout may be used to pay fees and expenses incurred to enforce rights granted under the order in favor of the committee with respect to financial reporting, rights and information and added language with

respect to the waiver of 506(c) and 552 that has been agreed to with the committee.

The challenge period -- I'm sorry, I skipped over Paragraph 8. We added a qualifier that the debtors agree there is no surcharge upon the closing of the transactions contemplated by the agreed sale orders.

In Paragraph 9, a reservation of rights and bar to challenges. We have added language that if the committee files its standing motion the challenge period would be extended until the earlier of the date such standing motion is withdrawn or a final non-appealable order positioned to deny standing. In addition, we have also added that the challenge period will expire after the closing of the sale transactions in an agreed sale order or an agreed sale order is denied or the termination of the existing stalking horse APA that would have, otherwise, included the supplemental assumed language of the $3.5 million that I described earlier.

In the definitions we have added that the concept of the agreed sales order, which is going to include a description of the ombudsman and the methodology by which those additional supplemental assumed claims will be administered.

In 27, we have added a definition of revalue which is, essentially, the new money provided post-petition as

opposed to rolled -- the rollup amounts of the DIP credit agreement.

Finally, we have added a definition of the supplemental allowed claims which are trade claims to suppliers, goods and services, and personal injury and wrongful death claims against the applicable debtors and excluding unsecured claims consisting of the prepetition debt and post-petition debt and excluding unsecured claims arising under the prepetition credit agreement and excluding other unsecured claims agreed to be paid or assumed by the stalking horse purchase agreements as in effect on the date thereof.

That is the extent of the changes of the order that are substantive. I will pause there if there are any questions.

THE COURT: I have no questions.

Anybody wish to ask a question or supplement?

(No verbal response)

THE COURT: All right. It sounds like you described it.

MR. WISE: Thank you, Your Honor.

MS. DWOSKIN: If I may briefly, Your Honor.

THE COURT: Yes, Ms. Dwoskin.

MS. DWOSKIN: Shari Dwoskin, Brown Rudnick, on behalf of the official committee.

Your Honor, the committee wants to express its

appreciation to you and your staff for your time on Tuesday. It was a long day and we think it was productive in helping the parties to achieve this global deal. Your Honor, we recognize that the national importance of Coach and the services that it provides to the commuting public. We took the debtors' concern that Coach might liquidate if we fail to reach a resolution really seriously and that such a liquidation could destroy value for all of the company's stakeholders.

So, we thank the debtors, and Wells Fargo, and Renco and all of their counsel for working so hard with us over the last couple of days to reach that deal. The committee believes that the result that we were able to achieve in such a short timeframe is really the best result for general unsecured creditors under the circumstances and preserves value for the estate.

So, with the changes that Mr. Wise just read into the record, the committee withdrawals the omnibus objection and encourages the Court to enter the DIP order and bidding procedures order today.

THE COURT: Thank you.

Anyone else wish to be heard?

(No verbal response)

THE COURT: Let me add my personal thanks to the parties. It sounds like you got a deal that is acceptable to

everybody and results in maximizing the value of the estate as well as protecting creditor -- all creditor interest. So, I will approve it.

I think you have a revised DIP order ready to be signed, is that correct?

MR. WISE: Yes, we do.

THE COURT: And the stalking horse order that was submitted that just says subject to the terms as set forth in the hearing, that can also be signed?

MR. WISE: That is correct.

THE COURT: All right. I will enter both the orders today then so that the sale process can move forward very quickly.

MR. WISE: Thank you, Your Honor.

MS. DWOSKIN: Thank you, Your Honor.

THE COURT: Again, thank you to all and unless anybody has anything else to add we can stand adjourned.

MR. WISE: Thank you, Your Honor.

THE COURT: Thank you. Have a good weekend.

(Proceedings concluded at 10:14 a.m.)

CERTIFICATION

I certify that the foregoing is a correct transcript from the electronic sound recording of the proceedings in the above-entitled matter to the best of my knowledge and ability.

/s/ William J. Garling July 22, 2024

William J. Garling, CET-543

Certified Court Transcriptionist

For Reliable

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

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

Court File No.: CV-24-00722168-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced in Toronto

AFFIDAVIT OF SPENCER WARE
(Sworn July 25, 2024)

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Lawyers for the Applicant

TAB 3

Court File No. CV-24-00722168-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	MONDAY, THE 29TH
	)	
JUSTICE KIMMEL	)	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

THIRD 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 25, 2024 (the "**Ware Affidavit**"), and the Second 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 [●], 2024:

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 Obtain Postpetition Secured Financing; (II) Authorizing the Applicable Debtors' Use of Cash Collateral; (III) Granting Adequate Protection to Prepetition ABL Administrative Agent and the Other Prepetition Secured Parties; and (IV) Granting Related Relief* (the "**Final DIP Order**") (a copy of which is attached hereto as Schedule "A");

(b) *Order (A) Approving (I) The Debtors' Designation of the Newco Stalking Horse Bidder for Certain of the Debtors' Assets as Set Forth in the Newco Stalking Horse Agreement, (II) the Debtors' Entry Into the Newco Stalking Horse Agreement, and (III) the Bid Protections and (B) Granting Related Relief* (the "**NewCo Bidding Procedures Order**") (a copy of which is attached hereto as Schedule "B"); and

(c) *Order (I) Approving Bidding Procedures in Connection with the Sale of Substantially all of the Chapter 11 Debtors' Assets, (II) Designating Stalking Horse Bidders and Stalking Horse Bidder Protections, (III) Scheduling Auction*

for and a Hearing to Approve the Sale of Assets, (IV) Approving Notice of Respective Date Time and Place for Auction and for a Hearing on Approval of the Sale, (V) Approving Procedures for the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (VI) Approving Form and Manner of Notice Thereof, and (VII) Granting Related Relief (the "**Bidding Procedures Order**") (a copy of which is attached hereto as Schedule "C");

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.

AMENDMENT TO SUPPLEMENTAL ORDER

4. **THIS COURT ORDERS** that paragraph 24 of the Supplemental Order is hereby amended from and after the date of this Order as follows:

> 24. **THIS COURT ORDERS** that the Agent, for and on behalf of themselves and the DIP Secured Parties (each as defined in the **Final DIP Order, defined in the Second Supplemental Order made in the within proceedings dated July 29, 2024**), shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Charge**") on the Property, which DIP Charge shall be consistent with the liens, charges and priorities created by or set forth in the Interim DIP Order **and the Final DIP Order** (including, with respect to the Carveout and the Prepetition ABL Priority Obligations (each as defined in the Ware Affidavit)), provided however that, with respect to the Property, the DIP Charge shall have the priority set out in paragraph 25 and 27 hereof, and further provided that, the DIP Charge shall not be enforced except with leave of this Court on notice to those parties on the Service List (as hereinafter defined).

GENERAL

5. **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.

6. **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.

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

_____

SCHEDULE A
FINAL DIP ORDER

SCHEDULE B
NEWCO BIDDING PROCEDURES ORDER

SCHEDULE C
BIDDING PROCEDURES ORDER

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

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

THIRD SUPPLEMENTAL ORDER
(FOREIGN MAIN PROCEEDING)

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

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MOTION RECORD

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