



ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) WEDNESDAY, THE 26TH DAY
)
JUSTICE MORAWETZ) OF JUNE, 2013

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

AND IN THE MATTER OF ALLIED SYSTEMS HOLDINGS, INC., ALLIED
SYSTEMS (CANADA) COMPANY, AXIS CANADA COMPANY AND THOSE OTHER
COMPANIES LISTED ON SCHEDULE "A" HERETO

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

BID PROCEDURES RECOGNITION ORDER

THIS MOTION, made by Allied Systems Holdings, Inc. ("**Allied US**") in its capacity as the foreign representative (the "**Foreign Representative**") of Allied US, Allied Systems (Canada) Company, Axis Canada Company and those other companies listed on Schedule "A" hereto (the "**Chapter 11 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 at Tab 4 of the Motion Record, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the affidavit of Scott Macaulay sworn May 28, 2013 (the "**Bid Procedures Affidavit**"), the affidavit of Ava Kim sworn May 28, 2013 (the "**Kim Affidavit**"), the supplemental affidavit of Scott Macaulay sworn June 21, 2013 (the "**Supplemental Macaulay Affidavit**"), the affidavit of Tanya Rocca sworn June 21, 2013 (the

“Rocca Affidavit”), the seventh report of Duff & Phelps Canada Restructuring Inc. dated June 24, 2013 (the **“Seventh Report”**), and on hearing the submissions of counsel for the Foreign Representative, counsel for the Information Officer, counsel for Yucaipa American Alliance Fund I, L.P.; Yucaipa American Alliance Fund II, L.P.; Yucaipa American Alliance (Parallel) Fund I, L.P.; Yucaipa American Alliance (Parallel) Fund II, L.P., counsel for Black Diamond CLO 2005-1 Ltd., BDCM Opportunity Fund II, LP and Spectrum Investment Partners LP, counsel for the Canadian Auto Workers’ Union, counsel for the Unsecured Creditors’ Committee for the Chapter 11 Debtors, and those other parties present, no one else appearing although duly served as appears from the affidavit of service of Tanya Rocca sworn May 28, 2013, the affidavit of service of Tanya Rocca sworn June 24, 2013 and the affidavit of Ava Kim sworn June 25, 2013:

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion, the Motion Record, the Kim Affidavit, the Supplemental Macaulay Affidavit, the Rocca Affidavit and the Seventh Report 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 Bid Procedures Affidavit.

RECOGNITION OF US BID PROCEDURES ORDER

3. THIS COURT ORDERS that the Bid Procedures Order entered by the United States Bankruptcy Court for the District of Delaware on June 20, 2013 in the Foreign Proceeding, *inter alia* (a) approving bid procedures, (b) approving cure procedures, (c) establishing a date and procedures for an auction, (d) scheduling sale hearing and related deadlines, (e) approving form and manner of notices, and (f) granting related relief, a copy of which is attached hereto as Appendix “A” (the **“US Bid Procedures Order”**), is hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA.

GENERAL

4. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* (Canada), the Chapter 11 Debtors are authorized and permitted to disclose to any Potential Bidder(s) (as defined in the US Bid Procedures Order and the Bid Procedures referenced therein) human resources and payroll information in the Chapter 11 Debtors' records pertaining to the Chapter 11 Debtors' past and current employees, solely for purposes of facilitating the Bid Procedures. Any Potential Bidder that receives any such information in connection with the Bid Procedures shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it only for purposes of the Bid Procedures and only in a manner which is in all material respects identical to the use of such information by the Chapter 11 Debtors.

5. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, or in any other foreign jurisdiction, to give effect to this Order or to assist the Chapter 11 Debtors, the Foreign Representative, the Information Officer and their respective 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 Chapter 11 Debtors, the Foreign Representative, and the Information Officer, the latter as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Chapter 11 Debtors, the Foreign Representative or the Information Officer and their respective agents in carrying out the terms of this Order.

6. THIS COURT ORDERS that each of the Chapter 11 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.

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

JUN 26 2013

NS



APPENDIX A – CHAPTER 11 DEBTORS

Allied Systems Holdings, Inc.

Allied Automotive Group, Inc.

Allied Freight Broker LLC

Allied Systems (Canada) Company

Allied Systems, Ltd. (L.P.)

Axis Areta, LLC

Axis Canada Company

Axis Group, Inc.

Commercial Carriers, Inc.

CT Services, Inc.

Cordin Transport LLC

F.J. Boutell Driveway LLC

GACS Incorporated

Logistic Systems, LLC

Logistic Technology, LLC

QAT, Inc.

RMX LLC

Transport Support LLC

Terminal Services LLC

APPENDIX A– US BID PROCEDURES ORDER

Attached.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

ALLIED SYSTEMS HOLDINGS, INC., *et al.*¹,

Debtors.

Chapter 11

Case No. 12-11574 (CSS)

(Jointly Administered)

Re: Docket No. 1175

**ORDER (A) APPROVING BID PROCEDURES, (B) APPROVING CURE
PROCEDURES, (C) ESTABLISHING DATE FOR AUCTION AND
APPROVING RELATED PROCEDURES, (D) SCHEDULING SALE
HEARING AND RELATED DEADLINES, (E) APPROVING FORM AND
MANNER OF NOTICES, AND (F) GRANTING RELATED RELIEF**

This matter coming before the Court on the motion (the “**Motion**”) pursuant to Sections 105(a), 363, 365, and 503(b) of title 11 of the United States Code (the “**Bankruptcy Code**”), and Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rule 6004-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), for entry of an order: (i) approving the bid procedures (the “**Bid Procedures**”) substantially in the form attached hereto as Exhibit 1 with respect to the proposed sale (the “**Sale**”) of substantially all of the assets (as discussed in greater detail below, the “**Purchased Assets**”), (ii) scheduling a hearing (the “**Sale Hearing**”) on the Sale and setting objection and bidding deadlines with respect to the Sale, (iii) approving the form and manner of notice of an auction for the Purchased Assets (the “**Auction**”), (iv) establishing procedures to determine cure

¹ The Debtors in these cases, along with the federal tax identification number (or Canadian business number where applicable) for each of the Debtors, are: Allied Systems Holdings, Inc. (58-0360550); Allied Automotive Group, Inc. (58-2201081); Allied Freight Broker LLC (59-2876864); Allied Systems (Canada) Company (90-0169283); Allied Systems, Ltd. (L.P.) (58-1710028); Axis Areta, LLC (45-5215545); Axis Canada Company (87568828); Axis Group, Inc. (58-2204628); Commercial Carriers, Inc. (38-0436930); CT Services, Inc. (38-2918187); Cordin Transport LLC (38-1985795); F.J. Boutell Driveway LLC (38-0365100); GACS Incorporated (58-1944786); Logistic Systems, LLC (45-4241751); Logistic Technology, LLC (45-4242057); QAT, Inc. (59-2876863); RMX LLC (31-0961359); Transport Support LLC (38-2349563); and Terminal Services LLC (91-0847582). The location of the Debtors’ corporate headquarters and the Debtors’ address for service of process is 2302 Parklake Drive, Bldg. 15, Ste. 600, Atlanta, Georgia 30345.

amounts and deadlines for objections for certain contracts and leases to be assumed and assigned by the Debtors (the “Assumed and Assigned Agreements”), and (v) granting related relief; the Court having reviewed the Motion and conducted a hearing to consider the relief requested therein (the “**Bid Procedures Hearing**”); and the Court having considered the *Notice of Filing Modified DIP Credit Agreement and Bid Procedures and Hearing Thereon* [Docket No. 1276] and the statements of counsel, evidence presented, record created and findings made on the record at the Bid Procedures Hearing;

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The Debtors have articulated good and sufficient reasons for, and the best interests of its estate will be served by, this Court granting the relief requested in the Motion, including approval of (i) the Bid Procedures, attached hereto as **Exhibit 1**; (ii) the form and manner of notice of the Sale Notice,² substantially in the form attached hereto as **Exhibit 2**; and (iii) the form and manner of the Cure Notice, substantially in the form attached hereto as **Exhibit 3**.

B. The proposed Sale Notice and the proposed Cure Notice are good, appropriate, adequate and sufficient, and are reasonably calculated to provide all interested parties with timely and proper notice of the Sale and the assumption and assignment of any executory contracts and unexpired leases contemplated in the Successful Bid.

C. The Debtors have articulated good and sufficient reasons for, and the best interests of their estates will be served by, this Court scheduling an Auction and considering approval of the Sale and the transfer of the Purchased Assets to the Successful Bidder free and

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

clear of all liens, claims, interests and encumbrances pursuant to section 363 of the Bankruptcy Code.

FURTHER, IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** as set forth herein.
2. The Bid Procedures are hereby approved, are incorporated herein by reference, and shall govern all bids and bid proceedings relating to the Purchased Assets. The Debtors are authorized to take any and all actions necessary or appropriate to implement the Bid Procedures.
3. All Qualified Bids (as such term is defined in the Bid Procedures) must be received prior to **12:00 p.m. (Prevailing Eastern Time) on August 8, 2013** (the "**Bid Deadline**"), by each of the following: (i) the Debtors, Allied Systems Holdings, Inc., 2302 Parklake Drive, Bldg. 15, Ste. 600, Atlanta, Georgia 30345 (Attn: John Blount, Esq.); (ii) co-counsel to the Debtors, Troutman Sanders LLP, Bank of America Plaza, 600 Peachtree Street, Suite 5200, Atlanta, Georgia 30308 (Attn: Jeffrey W. Kelley, Esq.) and Richards, Layton & Finger, P.A., One Rodney Square, 920 N. King Street, Wilmington, Delaware 19801 (Attn: Mark D. Collins, Esq. and Christopher M. Samis, Esq.); (iii) the Debtors' investment banker, Rothschild Inc., 1251 Ave of the Americas, 51st Fl, New York, New York 10020 (Attn: Stephen Antinelli); (iv) the Office of the United States Trustee (the "**U.S. Trustee**"), 844 King Street, Suite 2207, Wilmington, Delaware, 19801 (Attn: David L. Buchbinder, Esq.); and (v) co-counsel to the Official Committee of Unsecured Creditors (the "**Committee**"), Sidley Austin LLP, 787 Seventh Avenue, New York, New York 10019 (Attn: Michael G. Burke, Esq.) and Sullivan Hazeltine Allinson LLC, 901 North Market Street, Suite 1300, Wilmington, Delaware 19801 (Attn: William D. Sullivan, Esq.). A Bid received after the Bid Deadline shall not constitute a Qualified Bid.

4. The Prepetition First Lien Agents, acting at the direction of the Requisite Lenders,³ are automatically deemed to be a Qualified Bidder without prior compliance with the requirements that a Potential Bidder must satisfy to be a Qualified Bidder, provided however, that any offer submitted by the Prepetition First Lien Agents prior to or during the Auction may include a credit bid pursuant to section 363(k) of the Bankruptcy Code of all or any portion of the Obligations outstanding under the Prepetition First Lien Credit Agreement shall otherwise comply with the requirements that must be satisfied in order to be deemed a Qualified Bid. No other Lender under the Prepetition First Lien Credit Agreement shall be entitled to "credit bid" any Obligations held by such Lender in connection with any Written Offer, and no such bid shall constitute a Qualified Bid, provided however, that nothing contained in the Bid Procedures shall preclude an individual Lender (or group of Lenders) under the Prepetition First Lien Credit Agreement from submitting a Written Offer for the Assets that complies with the requirements of the Bid Procedures. Any Good Faith Deposit accompanying a Written Offer that the Debtors, after consultation with the Consultation Parties, determines not to be a Qualified Bid shall be returned promptly following such determination.

5. In their discretion, the Debtors, in consultation with the Consultation Parties, may choose to either consider or disregard Written Offers for an insubstantial portion of the Assets. Between the Bid Deadline and the Auction, the Debtors may negotiate with or seek clarification of any Written Offer or Qualified Bid from a Qualified Bidder (including for the purpose of having such Written Offer modified, amended or supplemented so as to become a Qualified Bid). Each Qualified Bidder shall provide to the Debtors any information reasonably required by the Debtors (which the Debtors may share with the Consultation Parties) in

³ The term "Requisite Lenders" (as defined in the Prepetition First Lien Loan Agreement) shall be determined by either (i) the Bankruptcy Court at or prior to the Sale Hearing or (ii) the agreement of the Petitioning Creditors (as defined below) and Yucaipa (as defined below).

connection with the evaluation of a Written Offer or Qualified Bid within two (2) business days after such request is made. Without the consent of the Debtors, a Qualified Bidder may not amend, modify or withdraw its Qualified Bid, except for proposed amendments to increase the amount or otherwise improve the terms of the Qualified Bid, during the period that such Qualified Bid is required to remain irrevocable and binding.

6. As promptly as practicable after a Potential Bidder delivers the documents and items required to submit above, and after consultation with the Consultation Parties, but in any event no later than one (1) business day prior to the Auction, the Debtors shall determine in their business judgment, and shall notify each Potential Bidder whether (i) such Potential Bidder is a Qualified Bidder and (ii) such Potential Bidder's Written Offer is a Qualified Bid. Each Qualified Bidder and the Consultation Parties will be given access to all Qualified Bids at such time. In evaluating any Qualified Bid or subsequent bid, the Debtors shall treat comparable credit bids and cash bids as equivalent and no credit bid shall be considered inferior to a comparable cash bid because it is a credit bid.

7. Each Qualified Bidder shall be deemed to acknowledge and represent that (i) it has had an opportunity to conduct any and all desired due diligence regarding the Assets prior to making its Qualified Bid, (ii) it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Assets in making its Qualified Bid, and (iii) it did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Purchased Assets or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in these Bid Procedures or, as to the Successful Bidder, as set forth in the applicable agreement.

8. In the event that two (2) or more Qualified Bids are received, the Debtors shall conduct an Auction of the Purchased Assets. The Auction shall be held on **August 14, 2013 at 10:00 a.m. (Prevailing Eastern Time)** at the offices of Richards, Layton and Finger, P.A. located at 920 N. King Street, Wilmington, DE 19801 and continue thereafter until completed. No later than August 12, 2013, the Debtors will provide notice of whether the Auction will go forward to the Consultation Parties, the U.S. Trustee, any creditor of the Debtors that has provided written notice to the Debtors' counsel at least five (5) business days in advance of the Auction of his, her, or its intent to attend the Auction, any Qualified Bidder who has timely submitted a Qualified Bid, and Duff & Phelps Canada Restructuring Inc., the information officer appointed in the Canadian recognition proceeding ("**Duff and Phelps**"). If there is only one (1) Qualified Bid submitted by the Bid Deadline, and after consultation with the Prepetition First Lien Agents to determine that the Prepetition First Lien Agents do not intend to submit a Qualified Bid at or prior to the Auction (a "**Sole Qualified Bid**"), the Debtors shall not hold the Auction and instead shall request at the Sale Hearing that the Court approve the Sole Qualified Bid.

9. The Auction will be conducted openly, but only the Debtors, any representative of the Consultation Parties, the U.S. Trustee, any creditor of the Debtors that has provided written notice to the Debtors' counsel at least five (5) business days in advance of the Auction of his, her, or its intent to attend the Auction, any Qualified Bidder who has timely submitted a Qualified Bid, and Duff & Phelps, together with professional advisors to each of the foregoing, may attend the Auction. The Auction will be transcribed. Each Qualified Bidder participating at the Auction will be required to confirm that it has not engaged in any collusion

with any other Qualified Bidder regarding the Bid Procedures, the Auction or any proposed transaction relating to the Assets or a portion thereof.

10. All Qualified Bidders at the Auction shall be deemed to have consented to the core jurisdiction of the Court and waived any right to a jury trial in connection with any disputes relating to the Auction, and the construction and enforcement of the Qualified Bidders' asset purchase agreement, as applicable.

11. The Sale Notice and the Cure Notice, substantially in the forms attached hereto as Exhibit 2 and Exhibit 3, respectively, are good and sufficient for all purposes.

12. Not later than three (3) business days after the entry of the Bid Procedures Order, the Debtors will serve copies of the Sale Notice, the Bid Procedures, and the Bid Procedures Order by mail, postage prepaid to: (i) all entities known to have expressed a *bona fide* interest in acquiring the Purchased Assets (by overnight mail); (ii) counsel to BDCM Opportunity Fund II, LP, Black Diamond CLO 2005-1 LTD and Spectrum Investment Partners LP (collectively, the "**Petitioning Creditors**"); (iii) Yucaipa American Alliance Fund I, L.P. and Yucaipa American Alliance (Parallel) Fund I, L.P. (collectively, "**Yucaipa**"); (iv) the U.S. Trustee; (v) the agent under the debtor in possession financing facility in effect at the time of the Auction; (vi) known entities holding or asserting a security interest in or lien against any of the Purchased Assets; (vii) taxing authorities whose rights may be affected by a sale of the Purchased Assets; (viii) counsel to the Committee; (ix) all Attorneys General for the states in which the Debtors conduct business; (x) all parties that have requested notice pursuant to Bankruptcy Rule 2002 as of the date of the entry of this Order; and (xi) all parties listed on the Main Service List, the Supplemental Service List (Pensions) and the Supplemental Service List (Government Tax / Environmental Agencies) in the Canadian recognition proceeding.

13. Not later than ten (10) days after entry of the Bid Procedures Order, the Debtors will publish the Sale Notice in the national edition of *The Wall Street Journal* or *The New York Times* and the national edition (Canada) of the *Globe and Mail*.

14. The Debtors shall prepare and serve on the non-Debtor parties to all potential Assumed and Assigned Agreements to be assigned to the Successful Bidder the Cure Notice listing (i) the potential Assumed and Assigned Agreement(s), and (ii) the Cure Amount(s), if any, no later than July 15, 2013, to be assigned to the Successful Bidder. Any counter-party to a potential Assumed and Assigned Agreement that wishes to be notified of the identity of the Successful Bidder after such party is indentified in accordance with the Bid Procedures and receive evidence of such Successful Bidder's ability to perform in the future the Assumed and Assigned Agreements, must submit a written request for such notification by fax or e-mail to co-counsel for the Debtors at the number or e-mail address set forth in the Cure Notice. Such request must contain the fax number and/or e-mail address to which the Assumed and Assigned Agreement counter-party would like the Debtors to transmit the information.

15. The Sale Hearing will be held on **August 22, 2013 at 2:00 p.m. (Prevailing Eastern Time)** at the United States Bankruptcy Court for the District of Delaware, located in 824 Market Street, 5th Floor, Courtroom 6, Wilmington, DE 19801 before The Honorable Christopher S. Sontchi. After consultation with the Consultation Parties, the Debtors may adjourn or continue the Sale Hearing from time to time without further notice to parties in interest other than by announcement of the adjournment in open court or on the Court's calendar on the date scheduled for the Sale Hearing or any adjourned date.

16. At the Sale Hearing, the Debtors shall present the results of the Auction to the Court and seek approval for the Successful Bid and the Backup Bid(s). As soon as

practicable following the granting of any sale approval Order by this Court, the Debtors shall seek recognition of such sale approval Order by the Canadian Court. In the course of seeking such recognition, the Debtors shall seek a vesting Order in respect of any applicable Canadian Assets confirming that such Canadian Assets vest in the Successful Bidder free and clear of all Interests upon the consummation of the approved transaction. Any creditor that receives notice of the Sale Hearing and fails to timely file an objection to the sale shall be deemed to have consented under section 363(f)(2) of the Bankruptcy Court to a sale free and clear of such creditor's line or interest, if any.

17. The Successful Bidder shall consummate the sale transaction contemplated by the Successful Bid (the "**Purchase**") on or before the Closing Deadline. Subject to the terms of the Successful Purchase Agreement and any limitation contained in any debtor in possession financing facility then in effect, the Debtors may, in consultation with the Consultation Parties, extend the Closing Deadline from time to time in their reasonable business judgment. If a Successful Bidder successfully consummates an approved transaction by the Closing Date, its Successful Bidder Deposit shall be applied to the purchase price in such transaction.

18. If the Successful Bidder either fails to consummate the Purchase on or before the Closing Deadline, breaches the Successful Purchase Agreement, or otherwise fails to perform, the Debtors may, in their business judgment, and in consultation with the Consultation Parties, and without further order of the Bankruptcy Court, deem the Successful Bidder to be a "**Defaulting Buyer**," at which time the Successful Bid shall be deemed rejected.

19. The Debtors shall be entitled to (i) retain and apply the Successful Bidder Deposit as set forth in the Successful Bid, as part of the Debtors' damages resulting from the

breach or failure to perform by the Defaulting Buyer, and, (ii) subject to any limitation on damages set forth in the purchase agreement between the Defaulting Buyer and the Debtors, seek specific performance and all available damages from such Defaulting Buyer occurring as a result of such Defaulting Buyer's failure to perform.

20. Following the Sale Hearing approving the transaction with respect to the Assets to the Successful Bidder, if such Successful Bidder fails to consummate an approved transaction for any reason, the Debtors will be authorized, but not required to consummate a sale transaction with (an) appropriate Backup Bidder(s) (the "**Backup Purchase**") without further order of this Court or the Canadian Court, provided that the Bankruptcy Court approves such Backup Purchase at the Sale Hearing.

21. If a Backup Bidder consummates a Backup Purchase, the Good Faith Deposit of such Backup Bidder shall be applied to the purchase price in such transaction. On an as-needed basis, the Debtors, in the exercise of their business judgment and after consultation with the Consultation Parties, shall determine an alternative Closing Deadline for the Backup Purchase provided that such Closing Deadline shall not be later than the Backup Bid Closing Deadline. In the event that the Debtors seek to consummate a Backup Purchase with a Backup Bidder and such Backup Bidder fails to consummate the Backup Purchase on or before the alternative Closing Deadline, breaches its Modified Agreement or otherwise fails to perform, the Debtors may, in their business judgment and after consultation with the Consultation Parties, and without further order of the Bankruptcy Court or the Canadian Court, deem such Backup Bidder to be a Defaulting Buyer and pursue the same remedies as set forth in paragraph 19 above (including, but not limited to, retaining and applying the Backup Bidder's Good Faith

Deposit as set forth in the Backup Bid, as part of the Debtors' damages resulting from the breach or failure to perform by the Backup Bidder).

22. Objections to (i) approval of the Sale, including the Sale of the Purchased Assets free and clear of Liens, Claims and Interests and (ii) the assumption and assignment of any executory contract or unexpired lease indentified on the Cure Notice, including, but not limited to, objections relating to any anti-alienation provision or other restriction on assumption or assignment, or to the Cure Costs set forth on the Cure Schedule (but excluding Adequate Assurance Objections (as defined below)) (a "**Contract Objection**"), must be in writing, state the basis of such objection with specificity and be filed with this Court and served so as to be received on or before **August 15, 2013 at 4:00 p.m. (Prevailing Eastern Time)** by each of the following: (i) the Debtors, Allied Systems Holdings, Inc., 2302 Parklake Drive, Bldg. 15, Ste. 600, Atlanta, Georgia 30345 (Attn: John Blount, Esq.); (ii) co-counsel to the Debtors, Troutman Sanders LLP, Bank of America Plaza, 600 Peachtree Street, Suite 5200, Atlanta, Georgia 30308 (Attn: Jeffrey W. Kelley, Esq.) and Richards, Layton & Finger, P.A., One Rodney Square, 920 N. King Street, Wilmington, Delaware 19801 (Attn: Mark D. Collins, Esq. and Christopher M. Samis, Esq.); (iii) Rothschild Inc., 1251 Ave of the Americas, 51st Fl, New York, New York 10020 (Attn: Stephen Antinelli); (iv) the U.S. Trustee, 844 King Street, Suite 2207, Wilmington, Delaware, 19801 (Attn: David L. Buchbinder, Esq.); (v) co-counsel to the Committee, Sidley Austin LLP, 787 Seventh Avenue, New York, New York 10019 (Attn: Michael G. Burke, Esq.) and Sullivan Hazeltine Allinson LLC, 901 North Market Street, Suite 1300, Wilmington, Delaware 19801 (Attn: William D. Sullivan, Esq.); (vi) co-counsel to the Petitioning Creditors, Schulte Roth & Zabel LLP, 919 Third Avenue, New York, NY 10022 (Attn: Adam Harris, Esq. and David M. Hillman, Esq.) and Landis Rath & Cobb LLP, 919 Market Street, Suite 1800,

Wilmington, DE 19899 (Attn: Adam Landis, Esq.); and (vii) co-counsel to Yucaipa, Latham & Watkins LLP, 355 South Grant Avenue, Los Angeles, CA 90071-1560 (Attn: Robert A. Klyman, Esq.) and Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, DE 19801 (Attn: Michael R. Nestor, Esq. and Joseph M. Barry, Esq.).

23. Within one (1) business day after the conclusion of the Auction for the Purchased Assets, the Debtors will (a) file and serve upon the non-debtor parties to the Assumed and Assigned Agreements that have been identified in the Bid of the Successful Bidder a notice identifying the Successful Bidder and (b) distribute to non-debtor parties to the Assumed and Assigned Agreements that have been identified in the Bid of the Successful Bidder evidence of the Successful Bidder's ability to provide adequate assurance of the Successful Bidder's ability to perform in the future the Assumed and Assigned Agreements. The non-debtor parties to the Assumed and Assigned Agreements will have until **August 21, 2013 at 4:00 p.m. (Prevailing Eastern Time)** (the "**Adequate Assurance Objection Deadline**") to object to the assumption, assignment, and/or transfer of such Assumed and Assigned Agreement solely on the issue of whether the Successful Bidder can provide adequate assurance of future performance as required by Section 365 of the Bankruptcy Code (an "**Adequate Assurance Objection**") by filing and serving an Adequate Assurance Objection on the parties identified above.

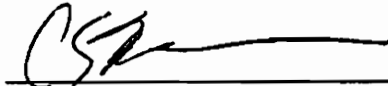
24. Unless an objection to the assumption and assignment of an Assumed and Assigned Agreement is filed and served before the applicable objection deadline, all counterparties to the Assumed and Assigned Agreements shall be (i) forever enjoined and barred from objecting to the proposed Cure Amounts and from asserting any additional cure or other amounts with respect to the Assumed and Assigned Agreements, and the Debtors, their estates, or the Successful Bidder shall be entitled to rely solely upon the proposed Cure Amounts set

forth in the Cure Notices; (ii) deemed to have consented to the Cure Amount; and (iii) forever barred and estopped from asserting or claiming against the Debtors, or the Successful Bidder that any additional amounts are due or other defaults exist, that conditions to assignment must be satisfied under such Assumed and Assigned Agreements, or that there is any objection or defense to the assumption and assignment of such Assumed and Assigned Agreements.

25. Nothing contained in this order or the Sale Order shall affect or otherwise impair any setoff or recoupment rights or other defenses of General Motors Holdings LLC, General Motors LLC, or General Motors Canada Limited (collectively, "GM"), or the priority of any setoff or recoupment claims, or any rights attendant thereto, including without limitation, the right of GM to credit bid up to the amount of its claims for any account receivable allegedly owed by GM to the Debtors, should such rights exist.

26. The Court shall retain jurisdiction over any matter or dispute arising from or relating to the implementation of this Order.

Dated: June 20, 2013
Wilmington, Delaware



THE HONORABLE CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Bid Procedures

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

ALLIED SYSTEMS HOLDINGS, INC., *et al.*¹,

Debtors.

Chapter 11

Case No. 12-11874 (CSS)

(Jointly Administered)

BID PROCEDURES

1. These bid procedures (the “**Bid Procedures**”)² set forth the guidelines and process by which Allied Systems Holdings, Inc. (“**Allied**”) and its affiliated debtors and debtors in possession (collectively, the “**Debtors**”) shall market substantially all of their assets (the “**Assets**”) for sale to interested parties and conduct a sale of such Assets through a court-approved auction (the “**Auction**”).

2. On June __, 2013, the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) entered its *Order (A) Approving Bid Procedures, (B) Approving Cure Procedures, (C) Establishing Date for Auction and Approving Related Procedures, (D) Scheduling Sale Hearing and Related Deadlines, (E) Approving Form and Manner of Notices, and (F) Granting Related Relief* [Docket No. __] (the “**Bid Procedures Order**”), thereby approving these Bid Procedures and scheduling a hearing on the Debtors’ Sale Motion (as defined below) for August 22, 2013 at 2:00 p.m. (Prevailing Eastern Time) (the “**Sale Hearing**”). On _____, 2013, the Ontario Superior Court of Justice

¹ The Debtors in these cases, along with the federal tax identification number (or Canadian business number where applicable) for each of the Debtors, are: Allied Systems Holdings, Inc. (58-0360550); Allied Automotive Group, Inc. (58-2201081); Allied Freight Broker LLC (59-2876864); Allied Systems (Canada) Company (90-0169283); Allied Systems, Ltd. (L.P.) (58-1710028); Axis Areta, LLC (45-5215545); Axis Canada Company (87568828); Axis Group, Inc. (58-2204628); Commercial Carriers, Inc. (38-0436930); CT Services, Inc. (38-2918187); Cordin Transport LLC (38-1985795); F.J. Boutell Driveway LLC (38-0365100); GACS Incorporated (58-1944786); Logistic Systems, LLC (45-4241751); Logistic Technology, LLC (45-4242057); QAT, Inc. (59-2876863); RMX LLC (31-0961359); Transport Support LLC (38-2349563); and Terminal Services LLC (91-0847582). The location of the Debtors’ corporate headquarters and the Debtors’ address for service of process is 2302 Parklake Drive, Bldg. 15, Ste. 600, Atlanta, Georgia 30345.

² All capitalized terms not otherwise defined herein shall have the meaning set forth in the Sale Motion.

(Commercial List) (the "Canadian Court") granted an Order recognizing the Bid Procedures Order in the proceedings of the Debtors pursuant to Part IV of the *Companies' Creditors Arrangement Act* (Canada). The Debtors have filed a motion to sell substantially all of their Assets to the entity or combination of entities that submits the highest or otherwise best offer at the Auction (the "Sale Motion"). The Debtors will seek to have any Order of the Bankruptcy Court approving the sale of the Assets recognized in Canada by a further order of the Canadian Court.

3. The Debtors provide these Bid Procedures for use by Potential Bidders (as defined below) and Qualified Bidders (as defined below) in submitting written bids proposing a transaction to purchase or otherwise acquire all or any portion of the Assets, and, as necessary, qualifying for and participating in the Auction. The Debtors seek to enter into one or more transactions with one or more Qualified Bidders, so long as the individual bid for all of the Assets by a Qualified Bidder or the bids for less than all of the Assets by two or more Qualified Bidders, in combination, represent the highest or otherwise best offer for all or substantially all of the Assets.

A. Important Dates

4. The Debtors shall, in their discretion and in consultation with the Consultation Parties (as defined below):

- Assist Qualified Bidders in conducting their reasonable due diligence investigations;
- Negotiate, solicit and entertain offers for the sale of the Assets pursuant to the terms of these Bid Procedures;
- Accept Written Offers (as defined below) from Qualified Bidders until **12:00 p.m. (noon) (Prevailing Eastern Time) on August 8, 2013;**
- Select the Successful Bidder and Backup Bidder(s) (each as defined below) at the conclusion of the Auction to be held on **August 14, 2013 at 10:00 a.m. (Prevailing Eastern Time);**

- Seek authority to sell Assets to such Successful Bidder(s) at the Sale Hearing, to be held before the Bankruptcy Court on **August 22, 2013 at 2:00 p.m. (Prevailing Eastern Time)**; and
- Seek an Order of the Canadian Court as soon as practicable following the Sale Hearing: (i) recognizing any sale approval Order granted by the Bankruptcy Court and (ii) vesting any applicable Assets that are situated in Canada ("**Canadian Assets**") in the applicable Successful Bidder(s).

B. Form of Asset Purchase Agreement

5. No later than July 1, 2013, the Debtors will file with the Bankruptcy Court a form of asset purchase agreement to be used by Qualified Bidders in connection with the preparation of a Written Offer (as defined below).

C. Assets to be Sold

6. The Debtors seek to sell the Assets as a going concern, provided that a sale so constituted would yield the highest or otherwise best offer for the Assets.

D. Confidentiality Agreements and Access to Data Room

7. Any person or entity wishing to bid on any of the Assets (each, a "**Potential Bidder**") must (a) deliver to the Debtors, to the extent not already executed and delivered, a confidentiality agreement in form acceptable to the Debtors (such a form is available upon request of the Debtors) and (b) disclose the identity of the Potential Bidder, including the identity of: (i) the equity holders and sponsors of the Potential Bidder; provided, however, that if the Potential Bidder is a publicly traded company then such Potential Bidder will only be required to disclose those equity holders who hold in excess of 5% of the equity of such Potential Bidder; and (ii) any guarantors of the obligations of the Potential Bidder in connection with a potential purchase of the Assets. The Administrative Agent and Collateral Agent (the "**Prepetition First Lien Agents**") under the Amended and Restated First Lien Secured Super-Priority Debtor In Possession and Exit Credit Agreement, dated as of May 15, 2007 (as amended from time, the

"Prepetition First Lien Loan Agreement"), acting at the direction of Requisite Lenders (as defined below) and their respective designees, assignees, and successors, are automatically deemed to be Potential Bidders that have satisfied the requirements set forth in the preceding sentence. For purposes of these Bid Procedures, the term **"Requisite Lenders"** (as defined in the Prepetition First Lien Loan Agreement) shall be determined by either (i) the Bankruptcy Court at or prior to the Sale Hearing or (ii) the agreement of the Petitioning Creditors (as defined below) and Yucaipa (as defined below).

8. The Debtors will afford any Potential Bidder who satisfies the requirement set forth in paragraph 7 such reasonable due diligence access or additional information as may be reasonably requested by the Potential Bidder that the Debtors, in their reasonable business judgment, determine to be reasonable and appropriate; provided that if any Potential Bidder is (or is affiliated with) a competitor of the Debtors, the Debtors, after consultation with the Consultation Parties, will not be required to disclose to such Potential Bidder any trade secrets or proprietary information unless the confidentiality agreement executed by such Potential Bidder contains appropriate provisions to ensure that such trade secrets or proprietary information will not be used for an improper purpose or to gain an unfair competitive advantage. The Debtors and their advisors will coordinate all reasonable requests for additional information and due diligence access from such Potential Bidders. The Debtors shall not be obligated to furnish any due diligence information after the deadline for the submission of bids. The Debtors, their advisors and the Consultation Parties are not responsible for, and will bear no liability with respect to, any information obtained by Potential Bidders in connection with due diligence. Notwithstanding anything contained herein to the contrary, the Debtors in their business judgment will decide what, if any, diligence information to make available to a particular

Potential Bidder. **"Consultation Parties"** means each of the following: (a) the professionals and advisors to the official committee of unsecured creditors appointed in these cases (the **"Committee"**); (b) BDCM Opportunity Fund II, LP, Black Diamond CLO 2005-1 LTD and Spectrum Investment Partners LP (collectively, the **"Petitioning Creditors"**); (c) Yucaipa American Alliance Fund I, L.P. and Yucaipa American Alliance (Parallel) Fund I, L.P. (**"Yucaipa"**), and (d) the agent under the debtor in possession financing facility in effect at the time of the Auction, provided however, that in the case of the entities listed in clauses (b) through (d), such entities shall constitute Consultation Parties only to the extent neither they nor any of their affiliates, directly or indirectly, is participating in any Qualified Bid.

9. Potential Bidders seeking information about the qualification process, should contact the Debtors' financial advisor at:

Rothschild Inc.
1251 Avenue of the Americas, 51st Floor
New York, NY 10020
Attn: Marcelo Messer
Fax: (646) 390-7965
E-mail: marcelo.messer@rothschild.com

10. A **"Qualified Bidder"** is a Potential Bidder (or a combination of Potential Bidders whose bids for the Assets of the Debtors do not overlap and who agree to have their bids combined for purposes of the determination of whether such Potential Bidders together constitute a Qualified Bidder) (i) that delivers a confidentiality agreement as set forth in paragraph 7 above (unless previously provided), (ii) that delivers by no later than **August 8, 2013** financial information and credit-quality support or enhancement that demonstrate, in the Debtors' reasonable discretion, in consultation with the Consultation Parties, the financial capability of the Potential Bidder to consummate the proposed transaction for the desired Assets, (iii) that the Debtors determine, in their reasonable discretion, in consultation with the Consultation Parties, is

reasonably likely to submit a bona fide offer for the Assets and will be able to consummate such transaction if selected as the Successful Bidder within the time frame set forth in these Bid Procedures, and (iv) who submits a Qualified Bid as set forth in Section E below by the Bid Deadline; provided however that the Prepetition First Lien Agents shall be excused from the requirement in clauses (ii) and (iv) immediately above.

11. Potential Bidders requesting information in connection with their due diligence should contact the Debtors' representative at the address provided above.

E. Requirements for a Qualified Bid

12. To participate in the Auction, if any, a Qualified Bidder must deliver to the Debtors a written offer (each, a **"Written Offer"**), which, in order to be deemed a **"Qualified Bid,"** must meet each of the requirements listed below:

- (i) The consideration must include cash in an amount sufficient to satisfy in full the Debtors' obligations under their debtor-in-possession financing facility and fully fund the Debtors' post-closing wind-down budget,³ and provide for the assumption of the Assumed Liabilities (as defined in the Agreement);⁴
- (ii) Include a good faith deposit (the **"Good Faith Deposit"**) in the form of a certified check, wire transfer or such other form of a cash equivalent (including a release of allowed secured claims under the Prepetition First Lien Credit Agreement) as is reasonably acceptable to the Debtors (in consultation with the Consultation Parties) in an amount equal to 10% of the aggregate value of the Qualified Bidder's bid (excluding the value of the Assumed Liabilities);
- (iii) Be accompanied by a clean, duly executed and binding purchase agreement in a form acceptable to the Debtors in their reasonable discretion (after consultation with the Consultation Parties) together with a blacklined copy marked to show all changes from the Agreement. A Written Offer must also be accompanied by all exhibits and schedules contemplated by the purchase agreement, and, to the extent required by the terms and conditions of such bid, any ancillary agreements as

³ The wind-down budget is subject to the consent of the Prepetition First Lien Agents and will be posted to the data room no later than July 15, 2013.

⁴ The requirements of this paragraph 12(i) shall not apply to any Potential Bidder that submits a Written Offer to acquire less than all or substantially all of the Assets, provided however, that such Potential Bidder shall not be designated as a Qualified Bidder, and such Written Offer shall not be designated as a Qualified Bid, unless the Debtors shall have received one or more other Written Offers to acquire non-overlapping Assets that, in the aggregate, meet the requirements of this paragraph 12(i).

described in the purchase agreement with all exhibits and schedules thereto (or term sheets that describe the material terms and provisions of such agreements) (collectively, with the purchase agreement, a **"Modified Agreement"**);

- (iv) The Modified Agreement must contain a covenant that the Qualified Bidder shall make all necessary filings under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, or other applicable competition laws or regulations, if any, and pay all costs and expenses of such filings (including the Debtors' costs and expenses);
- (v) Be accompanied by a list of any executory contracts or unexpired leases that are to be assumed and/or assigned under such Written Offer and/or specify whether the final assumption and assignment of such contracts and leases is subject to any "designation rights" period;
- (vi) State that the bidder will: (a) consummate and fund the proposed transaction by no later than the outside Closing Date set forth in the Agreement (the **"Closing Deadline"**); and (b) in the event that the bidder is selected as a Backup Bidder, keep its offer to purchase the Assets open until 5:00 p.m. Eastern Time) on the fifth (5th) business day following the date set for the closing of the sale to the Successful Bidder (the **"Backup Bid Closing Deadline"**);
- (vii) To the extent not previously provided, state that the Qualified Bidder is financially capable of consummating the transactions contemplated by the Modified Agreement and any related transaction documents (the **"Sale"**), and include written evidence of a firm, irrevocable commitment for financing, or other evidence of ability to consummate the Sale, that will allow the Debtors, in consultation with the Consultation Parties, to make a reasonable determination as to the Qualified Bidder's financial and other capabilities to consummate the Sale;
- (viii) Include current audited financial statements and latest unaudited financial statements of the Qualified Bidder or, if the Qualified Bidder is an entity formed for the purpose of acquiring the Assets, current audited financial statements and latest unaudited financial statements of the equity holders or sponsors of the Qualified Bidder who will guarantee the obligations of the Qualified Bidder, or such other form of financial disclosure and/or credit-quality support or enhancement, if any, that will allow the Debtors, in consultation with the Consultation Parties, to make a reasonable determination as to the Qualified Bidder's financial and other capabilities to consummate the Sale;
- (ix) Include an acknowledgement and representation that the Qualified Bidder: (a) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Assets in making its bid; (b) 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 other than as provided in the Modified

Agreement and (c) is not entitled to any expense reimbursement, break-up fee or similar type of payment in connection with its bid;

- (x) Include evidence of the Qualified Bidder's ability to comply with section 365 of the Bankruptcy Code (to the extent applicable), including providing adequate assurance of such Qualified Bidder's ability to perform in the future the contracts and leases proposed in its bid to be assumed by the Debtors and assigned to the Qualified Bidder, in a form that will permit the immediate dissemination of such evidence to the counterparties to such contracts and leases;
- (xi) To the Debtors' satisfaction, fully disclose (a) the identity of each entity that will be bidding for the Assets or otherwise participating in connection with such bid, (b) the terms of any such participation, and (c) if an entity has been formed for the purpose of acquiring some, or all, of the Assets, the parties that will bear liability for any breach by such entity, and the financial capacity of such parties to satisfy such liability;
- (xii) State that the Written Offer is irrevocable until the later of (a) the closing of the transaction, if such Qualified Bidder is designated as a Successful Bidder and (b) the Backup Bidder Closing Deadline;
- (xiii) Must contain provisions allowing the Debtors' reasonable access to the Debtors' books and records for the administration of their bankruptcy cases if any agreement provides for the purchase of such books and records;
- (xiv) Not contain any due diligence or financing contingencies;
- (xv) In the Debtors' discretion, provide evidence 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 Modified Agreement to the Debtors' satisfaction;
- (xvi) All documentation submitted in support of the Written Offer must be submitted both in hard copy and electronically; and
- (xvii) To the extent a Qualified Bidder includes non-cash consideration as part of its Written Offer, such as the waiver of any right to receive a distribution on account of an allowed claim (or if a Qualified Bidder wishes to preserve the option to include non-cash consideration in any subsequently submitted Qualified Bid), then, subject to paragraph 12(xviii) below, no later than seven (7) business days before the Bid Deadline (as defined below): (a) identify the form or forms of non-cash consideration that the Qualified Bidder included in any Written Offer, or that may be included in any subsequent Qualified Bid (it being understood that any forms of non-cash consideration not identified may not later be included in any subsequent Qualified Bid), (b) provide the Debtors and the Consultation Parties with the Qualified Bidder's methodology for valuing the non-cash consideration and all supporting documentation to allow the Debtors and the Consultation Parties to independently confirm the value of the form or forms of non-cash

consideration so identified and such additional information requested by the Debtors or any Consultation Party within two (2) Business Days after such request, and (c) provide detailed term sheets with respect to the material terms of any such non-cash consideration.

- (xviii) No Written Offer that includes non-cash consideration, such as a Written Offer that includes the waiver of any right to receive a distribution on account of an allowed claim, shall constitute a Qualified Bid (other than a credit bid pursuant to paragraph 13 below) unless the following prior written consent is obtained from the applicable parties: (a) if a Written Offer with non-cash consideration is made by any party in which a First Lien Lender (or any affiliate or related party) is a participant (directly or indirectly) in any capacity (a "Lender Related Bid"), then such Written Offer shall not constitute a Qualified Bid unless the Debtors obtain the written consent of the holders of a majority of the Prepetition First Lien Debt held by the other First Lien Lenders that are not participating (directly or indirectly) in the Lender Related Bid and (b) if the Written Offer with non-cash consideration is made by any party other than a First Lien Lender (or any affiliate or related party), then such Written Offer shall not constitute a Qualified Bid unless the Debtors obtain the written consent of the Requisite Lenders.⁵ The consent rights described in this subparagraph shall not, in any way, be affected by the submission of any Qualified Bid by any First Lien Lender (or any affiliate or related party).

13. The Prepetition First Lien Agents, acting at the direction of the Requisite Lenders,⁶ are automatically deemed to be a Qualified Bidder. The Prepetition First Lien Agents shall have the right to participate in the Auction (as defined below) without prior compliance with the requirements of paragraph 12, provided however, that any offer submitted by the Prepetition First Lien Agents (at the direction of Requisite Lenders) prior to or during the Auction may include a credit bid of all or any portion of the Obligations outstanding under the Prepetition First Lien Credit Agreement and shall comply with the requirements of paragraph 12(i) –(xvi). No other Lender under the Prepetition First Lien Credit Agreement shall be entitled to "credit bid" any Obligations held by such Lender in connection with any Written Offer, and no such bid shall constitute a Qualified Bid, provided however, that nothing contained in this paragraph 13 shall preclude an individual Lender (or group of Lenders) under the Prepetition

⁵ For clarity, the term "Requisite Lenders" has the meaning set forth in paragraph 7, above.
⁶ See footnote 5.

First Lien Credit Agreement from submitting a Written Offer for the Assets that complies with the requirements of these Bid Procedures (including paragraph 12 hereof). Any Good Faith Deposit accompanying a Written Offer that the Debtors determine not to be a Qualified Bid shall be returned promptly following such determination.

14. In their discretion, the Debtors, in consultation with the Consultation Parties, may choose to either consider or disregard Written Offers for an insubstantial portion of the Assets. Between the Bid Deadline and the Auction, the Debtors may negotiate with or seek clarification of any Written Offer or Qualified Bid from a Qualified Bidder (including for the purpose of having such Written Offer modified, amended or supplemented so as to become a Qualified Bid). Each Qualified Bidder shall provide to the Debtors any information reasonably required by the Debtors (which the Debtor may share with the Consultation Parties) in connection with the evaluation of a Written Offer or Qualified Bid within two (2) business days after such request is made. Without the consent of the Debtors, a Qualified Bidder may not amend, modify or withdraw its Qualified Bid, except for proposed amendments to increase the amount or otherwise improve the terms of the Qualified Bid, during the period that such Qualified Bid is required to remain irrevocable and binding.

F. Bid Deadline

15. All Qualified Bids must be received prior to 12:00 p.m. (noon) (Prevailing Eastern Time) on August 8, 2013 (the "Bid Deadline"), by each of the following:

Debtors: Allied Systems Holdings, Inc.
2302 Parklake Drive
Building 15, Suite 600
Atlanta, GA 30345
Attn: Scott Macaulay
Fax: 404-687-568
E-mail: Scott.Macaulay@AlliedAutomotive.com

Debtors' Counsel: Troutman Sanders LLP
600 Peachtree St. NE, Suite 5200
Atlanta, GA 30308
Attn: Jeffrey W. Kelley
Fax: (404) 885-3900
E-mail: jeffrey.kelley@troutmansanders.com
-and-

Richards, Layton & Finger, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Attn: Mark D. Collins
Fax: (302) 651-7701
E-mail: collins@rlf.com and samis@rlf.com

Debtors'
Financial Advisor: Rothschild, Inc.
1251 Avenue of the Americas, 51st Floor
New York, New York 10020
Attn: Todd R. Snyder
Stephen J. Antinelli
Fax: 646.390.8741
E-mail: stephen.antinelli@rothschild.com

G. Determination of Qualified Bidder and Qualified Bids

16. As promptly as practicable after a Potential Bidder delivers the documents and items required by Section E above, and after consultation with the Consultation Parties, but in any event no later than one (1) business day prior to the Auction, the Debtors shall determine in their business judgment, and shall notify each Potential Bidder whether (i) such Potential Bidder is a Qualified Bidder and (ii) such Potential Bidder's Written Offer is a Qualified Bid. Each Qualified Bidder and the Consultation Parties will be given access to all Qualified Bids at such time. In evaluating any Qualified Bid or subsequent bid, the Debtors shall treat comparable credit bids and cash bids as equivalent and no credit bid shall be considered inferior to a comparable cash bid because it is a credit bid.

H. "As Is, Where Is"

17. Except as otherwise provided in the applicable agreement, the sale of any or all of the Assets shall be on an "as is, where is" basis and without representations or warranties of any kind, nature or description by the Debtors, their agents or their estates except to the extent set forth in the applicable agreement of the Successful Bidder(s) as approved by the Bankruptcy Court. Except as otherwise provided in the applicable agreement, and subject to the Bankruptcy Court's approval, all of the Debtors' right, title and interest in and to the Assets subject thereto shall be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options and interests thereon and there against (collectively, the "Interests") subject to and in accordance with sections 363 and 365 of the Bankruptcy Code (and, with respect to any Canadian Assets, the terms of the vesting Order of the Canadian Court), with such Interests to attach to the net proceeds of the sale of the Assets. Each Qualified Bidder shall be deemed to acknowledge and represent that (a) it has had an opportunity to conduct any and all desired due diligence regarding the Assets prior to making its Qualified Bid, (b) it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Assets in making its Qualified Bid, and (c) it did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, 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 these Bid Procedures or, as to the Successful Bidder, as set forth in the applicable agreement.

H. Auction

18. In the event that two or more Qualified Bids are received, the Debtors shall conduct an Auction of the Assets. The Auction shall be held on **August 14, 2013 at 10:00 a.m. (Prevailing Eastern Time)** at the offices of Richards, Layton and Finger, P.A. located at 920 N.

King Street, Wilmington, DE 19801, and continue thereafter until completed. The Debtor may not cancel the Auction except in the circumstances described in Section J below.

19. Except as otherwise permitted in the Debtors' discretion, in consultation with the Consultation Parties, only the (i) Debtors, (ii) the Consultation Parties, (iii) the Office of the United States Trustee for the District of Delaware, (iv) Qualified Bidders, (v) any creditor of the Debtors that has provided written notice to the Debtors' counsel at least five (5) business days in advance of the Auction of his, her, or its intent to attend the Auction, (vi) Duff & Phelps Canada Restructuring Inc., the information officer appointed in the Canadian recognition proceeding ("**Duff & Phelps**"), and (vii) the respective professionals of the foregoing, shall be entitled to attend the Auction. Only a Qualified Bidder that submitted a Qualified Bid is eligible to participate in the Auction.

20. The Auction shall be governed by the following procedures:

- (i) Qualified Bidders shall appear at the Auction in person, or through a duly authorized representative.
- (ii) The Debtors, in their reasonable discretion, and in consultation with the Consultation Parties, may conduct the Auction in the manner that they determine in their reasonable business judgment will result in the Successful Bid(s) that will maximize the overall value of the Debtors' estates. The Debtors in their reasonable discretion, and in consultation with the Consultation Parties, shall take into account the assumption of liabilities in evaluating any Qualified Bid or subsequent Bid. The Debtors, in consultation with the Consultation Parties, may adopt and modify rules for the Auction at the Auction that, in the Debtors' reasonable business judgment and in consultation with the Consultation Parties, will better promote the goals of the Auction and that are not inconsistent with any of the provisions of the Bid Procedures Order, the Bankruptcy Code, or any order of the Bankruptcy Court; provided however, the Debtors shall not modify the rules for the Auction set forth in paragraphs 12(i), 12(xvii), 12(xviii), 13, 30 or 31 of these Bid Procedures. All such rules will provide that: (i) the Auction procedures must be fairly and evenly administered, and not intended to cause any participating Qualified Bidder to be disadvantaged in any material way with respect to the process as compared to any other participating Qualified Bidder; and (ii) the Consultation Parties and all participating Qualified Bidders shall be entitled to be present for all bidding with the understanding that the true identity of each bidder (i.e., the principals submitting each bid) shall be fully disclosed to

all other participating Qualified Bidders and that all material terms of each Qualified Bid will be fully disclosed to all other bidders throughout the entire Auction. Each bid by a Qualified Bidder at the Auction, if not inconsistent with the provisions of these Bid Procedures, shall be deemed to constitute a Qualified Bid.

- (iii) The Debtors will arrange for the actual bidding at the Auction to be transcribed.
- (iv) Each Qualified Bidder participating in the Auction will be expected to confirm at the Auction that it has not engaged in any collusion with any other Qualified Bidder regarding these Bid Procedures, the Auction or any proposed transaction relating to the Assets or a portion thereof.
- (v) At least one day in advance of the Auction, the Debtors will notify all Qualified Bidders of the highest or otherwise best Qualified Bid (the "Opening Bid"), as determined by the Debtors in consultation with the Consultation Parties.
- (vi) The Auction will begin initially with the Opening Bid and shall proceed thereafter in minimum increments of at least \$500,000, with the specific increments for each round of bidding to be announced on the record at the Auction.
- (vii) All Qualified Bidders shall have the right, at any time, to request that the Debtors announce, subject to any potential new bids, the then current highest or otherwise best bid.
- (viii) In the Debtors' discretion and upon consultation with the Consultation Parties, all Qualified Bidders shall have the right to submit additional bids and make additional modifications to their Modified Agreement at the Auction: provided, however, that any such modifications to a Modified Agreement, on an aggregate basis and viewed in whole, shall not be less favorable to the Debtors as determined by the Debtors, and in consultation with the Consultation Parties.
- (ix) Upon conclusion of the bidding, the Auction shall be closed, and the Debtors shall, as soon as practicable thereafter, and after consultation with the Consultation Parties, identify and determine in its reasonable business judgment the highest or otherwise best Qualified Bid for the Assets (each, a "Successful Bid" and the entity or entities submitting such Successful Bid, each, a "Successful Bidder"), taking into account all material factors including, without limitation, the aggregate amount of cash consideration, the Assumed Liabilities, and the executory contracts to be assumed and assigned (including collective bargaining agreements). The Debtors shall advise the Qualified Bidders of such determination, and require the Successful Bidder to deliver its executed Modified Agreement (together, the "Successful Purchase Agreement") and to deposit an amount equal to at least 10% of the aggregate cash components of its Successful Bid in the form of a certified check, wire transfer or such other form of a cash equivalent as is reasonably acceptable to the Debtors (in consultation with the Consultation Parties) or such other form as approved by the Court (the

"Successful Bidder Deposit") (provided that such Successful Bidder's Good Faith Deposit shall be applied and credited towards such Successful Bidder Deposit) within two (2) business days after conclusion of the Auction (unless the closing of the transaction reflected in the Successful Bid occurs prior to such time), but in no event later than the commencement of the Sale Hearing; provided further that the Prepetition First Lien Agents shall not be required to provide the Successful Bidder Deposit if the Prepetition First Lien Agents are the Successful Bidder.

- (x) In addition, the Debtors will determine, after consultation with the Consultation Parties, which Qualified Bid, if any, is the next highest or otherwise best Qualified Bid and designate such Qualified Bid as a **"Backup Bid"** in the event the Successful Bidder fails to consummate the contemplated transaction. A Qualified Bidder that submitted a Qualified Bid that is designated a Backup Bid is a **"Backup Bidder."**
- (xi) At the conclusion of the Auction, the Debtors may request, and upon such request the Successful Bidder and the Backup Bidder shall, recite on the record of the Auction any and all key terms of the Successful Bid and the Backup Bid, respectively, to ensure the accuracy of the final bids and to aid in the final documentation of the Sale.
- (xii) Following the conclusion of the Auction for the sale of substantially all of the Assets or the closing of the Sale, as the case may be, the Debtors, after consultation with the Consultation Parties, may resume bidding pursuant to such procedures determined by the Debtors in their discretion, and in consultation with the Consultation Parties, for the sale of discrete Assets not sold to the Successful Bidder.
- (xiii) All Qualified Bidders at the Auction shall be deemed to have consented to the core jurisdiction of the Bankruptcy Court and waived any right to a jury trial in connection with any disputes relating to the Auction, and the construction and enforcement of the Qualified Bidders' Modified Agreement, as applicable. All Qualified Bidders at the Auction shall be deemed to have consented to the jurisdiction of the Canadian Court with respect to the vesting of any Canadian Assets in the applicable Successful Bidder(s).

J. Sole Qualified Bid

21. If there is only one Qualified Bid submitted by the Bid Deadline, and after consultation with the Prepetition First Lien Agents to determine that the Prepetition First Lien Agents do not intend to submit a Qualified Bid at or prior to the Auction (a **"Sole Qualified Bid"**), the Debtors shall not hold the Auction and instead shall request at the Sale Hearing that

the Bankruptcy Court approve the Sole Qualified Bid. No later than August 12, 2013, the Debtors will provide notice of whether the Auction will go forward to the Consultation Parties, the U.S. Trustee, any creditor of the Debtors that has provided written notice to the Debtors' counsel at least five (5) business days in advance of the Auction of his, her, or its intent to attend the Auction, any Qualified Bidder who has timely submitted a Qualified Bid, and Duff & Phelps.

K. Sale Hearing

22. The Sale Hearing will be held on **August 22, 2013 at 2:00 p.m. (Prevailing Eastern Time)** at the United States Bankruptcy Court for the District of Delaware, located in 824 Market Street, Courtroom 6, Wilmington, DE 19801. After consultation with the Consultation Parties, the Debtors may adjourn or continue the Sale Hearing from time to time without further notice to parties in interest other than by announcement of the adjournment in open court or on the Bankruptcy Court's calendar on the date scheduled for the Sale Hearing or any adjourned date. At the Sale Hearing, the Debtors shall present the results of the Auction to the Bankruptcy Court and seek approval for the Successful Bid and the Backup Bid(s). As soon as practicable following the granting of any sale approval Order by the Bankruptcy Court, the Debtors will seek recognition of such sale approval Order by the Canadian Court. In the course of seeking such recognition, the Debtors will seek a vesting Order in respect of any applicable Canadian Assets confirming that such Canadian Assets vest in the Successful Bidder free and clear of all Interests upon the consummation of the approved transaction. Any creditor that receives notice of the Sale Hearing and fails to timely file an objection to the sale shall be deemed to have consented under section 363(f)(2) of the Bankruptcy Code to a sale free and clear of such creditor's lien or interests, if any.

23. Following the Sale Hearing approving the transaction with respect to the Assets to the Successful Bidder, if such Successful Bidder fails to consummate an approved transaction for

any reason, the appropriate Backup Bidder(s) shall be designated the Successful Bidder and the Debtors shall be authorized to effect such transaction without further order of the Bankruptcy Court or the Canadian Court. The Successful Bidder and Backup Bidder (if any) should be represented by counsel at the Sale Hearing.

L. Consummation of the Purchase

(i) Closing Deadline

24. The Successful Bidder shall consummate the sale transaction contemplated by the Successful Bid (the "**Purchase**") on or before the Closing Deadline. Subject to the terms of the Successful Purchase Agreement and any limitation contained in any debtor in possession financing facility then in effect, the Debtors may, in consultation with the Consultation Parties, extend the Closing Deadline from time to time in their reasonable business judgment. If a Successful Bidder successfully consummates an approved transaction by the Closing Deadline, its Successful Bidder Deposit shall be applied to the purchase price in such transaction.

25. If the Successful Bidder either fails to consummate the Purchase on or before the Closing Deadline, breaches the Successful Purchase Agreement, or otherwise fails to perform, the Debtors may, in their business judgment, and in consultation with the Consultation Parties, and without further order of the Bankruptcy Court, deem the Successful Bidder to be a "**Defaulting Buyer**," at which time the Successful Bid shall be deemed rejected.

26. The Debtors shall be entitled to (i) retain and apply the Successful Bidder Deposit as set forth in the Successful Bid, as part of the Debtors' damages resulting from the breach or failure to perform by the Defaulting Buyer, and, (ii) subject to any limitation on damages set forth in the purchase agreement between the Defaulting Buyer and the Debtors, seek specific performance and all available damages from such Defaulting Buyer occurring as a result of such Defaulting Buyer's failure to perform.

(ii) Backup Purchase

27. Upon a determination by the Debtors, after consultation with the Consultation Parties, that the Successful Bidder is a Defaulting Buyer, the Debtors will be authorized, but not required, to consummate a sale transaction with the Backup Bidder on the terms and conditions of the Backup Bid (the "**Backup Purchase**") without further order of the Bankruptcy Court or the Canadian Court, provided that the Bankruptcy Court approves such Backup Purchase at the Sale Hearing.

28. If a Backup Bidder consummates a Backup Purchase, the Good Faith Deposit of such Backup Bidder will be applied to the purchase price in such transaction. On an as-needed basis, the Debtors, in the exercise of their business judgment and after consultation with the Consultation Parties, shall determine an alternative Closing Deadline for the Backup Purchase provided that such Closing Deadline shall not be later than the Backup Bid Closing Deadline. In the event that the Debtors seek to consummate a Backup Purchase with a Backup Bidder and such Backup Bidder fails to consummate the Backup Purchase on or before the alternative Closing Deadline, breaches its Modified Agreement or otherwise fails to perform, the Debtors may, in their business judgment and after consultation with the Consultation Parties, and without further order of the Bankruptcy Court or the Canadian Court, deem such Backup Bidder to be a Defaulting Buyer and pursue the same remedies as set forth in paragraph 26 above (including, but not limited to, retaining and applying the Backup Bidder's Good Faith Deposit as set forth in the Backup Bid, as part of the Debtors' damages resulting from the breach or failure to perform by the Backup Bidder).

M. Return of Good Faith Deposits

29. Good Faith Deposits of all Qualified Bidders shall be held in an escrow account. Except for the Successful Bidder and the Backup Bidder(s), the Debtors shall return the Good

Faith Deposits of all Qualified Bidders that submit Written Offers no later than three (3) business days after the conclusion of the Auction. The Good Faith Deposit of any Backup Bidder shall be returned to the Backup Bidder on the earlier to occur of (a) the Backup Bidder Closing Deadline or (b) two (2) business days after the consummation of the Sale to the Successful Bidder.

N. Reservations of Rights

30. The Debtors, in consultation with the Consultation Parties, reserve the right in their reasonable business judgment to seek the approval of the Bankruptcy Court of a Qualified Bidder as the "stalking horse" bidder for purposes of the Auction, provided that the Written Offer submitted by such Qualified Bidder otherwise complies with these Bid Procedures (including, without limitation, paragraph 12 hereof). All parties in interest, including the Consultation Parties, shall receive notice of any motion seeking such approval, and shall have the right to object to any relief requested in such motion.

31. The Debtors, in consultation with the Consultation Parties,⁷ reserve the right to terminate the Auction without declaring a Successful Bidder or Backup Bidder if the Debtors have received advice of outside counsel advising them that proceeding with a sale of the Assets on the terms of the highest and best offer submitted at the Auction would constitute a breach of fiduciary duty. Prior to terminating the Auction, the Debtors shall comply with the following procedures: (a) the Debtors shall notify each Consultation Party and each Qualified Bidder of the Debtors' preliminary determination not to declare a Successful Bidder or Backup Bidder and the reasons supporting such preliminary determination; and (b) the Debtors shall adjourn the Auction and promptly file a motion with the Bankruptcy Court seeking the entry of an order authorizing the Debtors to terminate the Auction (which motion may be heard by the Bankruptcy Court on

⁷ For purposes of this paragraph 31 no person who would otherwise be a "Consultation Party" shall be disqualified from such status by reason of its or any affiliates participation, directly or indirectly, in any Qualified Bid.

shortened notice). If the Bankruptcy Court grants the requested relief the Auction shall be terminated. If the Bankruptcy Court denies the requested relief, the Debtors will promptly declare as the Successful Bidder and Backup Bidder, respectively, the highest and best Qualified Bid and next highest and best Qualified Bid received immediately prior to the adjournment of the Auction.

EXHIBIT 2

Sale Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

ALLIED SYSTEMS HOLDINGS, INC., *et al.*¹,

Debtors.

Chapter 11

Case No. 12-11574 (CSS)

(Jointly Administered)

Re: Docket No. ____

**NOTICE OF BID DEADLINE, AUCTION, AND SALE
HEARING IN CONNECTION WITH THE SALE OF
SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS**

NOTICE IS HEREBY GIVEN as follows:

1. On May 17, 2013, the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") filed a motion seeking approval of, among other things, (a) bid procedures (the "Bid Procedures") in connection with the sale (the "Sale") of substantially all of the Debtors' assets (the "Purchased Assets"), (b) procedures to determine cure amounts and deadlines for objections to certain contracts and leases to be assumed and assigned by the Debtors, (c) the date, time, and place for a sale hearing (the "Sale Hearing") and for objections to the Sale, and (d) related relief with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). By order dated [____], 2013 [Docket No. ____], the Bankruptcy Court approved the Bid Procedures (the "Bid Procedures Order").²

2. All interested parties are invited to submit a Qualified Bid and to make offers to purchase the Purchased Assets in accordance with the terms of the Bid Procedures and the Bid Procedures Order. The Bid Deadline is **August 8, 2013, at 12:00 p.m. (noon) (Prevailing Eastern Time)**. Requests for any other information concerning the Bid Procedures or the Sale should be directed by written request to the undersigned Debtors' counsel.

3. Pursuant to the Bid Procedures Order, in the event the Debtors receive one or more Qualified Bids on or before the Bid Deadline, the Debtors shall conduct the Auction for the purpose of determining the highest and best bid for the Purchased Assets. Only (a) the Debtors, (b) the Consultation Parties, (c) any Qualified Bidders and their counsel, (d) any creditor of the Debtors that has provided written notice to the Debtors' counsel at least five (5) business days in

¹ The Debtors in these cases, along with the federal tax identification number (or Canadian business number where applicable) for each of the Debtors, are: Allied Systems Holdings, Inc. (58-0360550); Allied Automotive Group, Inc. (58-2201081); Allied Freight Broker LLC (59-2876864); Allied Systems (Canada) Company (90-0169283); Allied Systems, Ltd. (L.P.) (58-1710028); Axis Areta, LLC (45-5215545); Axis Canada Company (87568828); Axis Group, Inc. (58-2204628); Commercial Carriers, Inc. (38-0436930); CT Services, Inc. (38-2918187); Cordin Transport LLC (38-1985795); F.J. Boutell Driveway LLC (38-0365100); GACS Incorporated (58-1944786); Logistic Systems, LLC (45-4241751); Logistic Technology, LLC (45-4242057); QAT, Inc. (59-2876863); RMX LLC (31-0961359); Transport Support LLC (38-2349563); and Terminal Services LLC (91-0847582). The location of the Debtors' corporate headquarters and the Debtors' address for service of process is 2302 Parklake Drive, Bldg. 15, Ste. 600, Atlanta, Georgia 30345.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Bid Procedures Order.

advance of the Auction of his, her, or its intent to attend the Auction, (e) representatives of the Office of the U.S. Trustee, (f) Duff & Phelps Canada Restructuring Inc., the information officer appointed in the Canadian recognition proceed, and (g) the respective professionals of the foregoing, shall be permitted to attend the Auction and only Qualified Bidders may be entitled to make any subsequent Qualified Bids at the Auction. The Auction will be held at **August 14, 2013, at 10:00 a.m. (Prevailing Eastern Time)**, or at such other place and time as the Debtors shall notify all parties that submitted Qualified Bids, or that are otherwise entitled to attend the Auction.

4. At the Sale Hearing on **August 22, 2013, at 2:00 p.m. (Prevailing Eastern Time)** or such other time as the Bankruptcy Court shall determine, the Debtors intend to seek the Bankruptcy Court's approval of the sale of the Purchased Assets and the assumption and assignment of certain unexpired leases and executory contracts (collectively, the **"Assumed and Assigned Agreements"**) to the Successful Bidder at the Auction. In determining the Successful Bidder, in addition to the amount of cash or cash equivalent consideration offered, the Debtors will consider, among other factors, the assumption of liabilities contemplated by each Qualified Bid. The Sale Hearing will be held before the Honorable Christopher S. Sontchi, at the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 5th Floor, Wilmington, Delaware, 19801.

5. At the Sale Hearing, the Bankruptcy Court may enter such orders as it deems appropriate under applicable law and as required by the circumstances and equities of these Chapter 11 cases. Objections, if any, to the Sale of the Purchased Assets or the assumption and assignment of the Assumed and Assigned Agreements to the Successful Bidder (excepting Adequate Assurance Objections (as such term is defined below)), shall be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court for the District of Delaware, shall set forth the name of the objecting party, the nature and amount of any claims or interests held or asserted against the Debtors' estate or properties, the basis for the objection and the specific grounds therefore, and shall be filed with the Bankruptcy Court by **4:00 p.m. (Prevailing Eastern Time) on August 15, 2013**, and be served upon: (i) co-counsel to the Debtors, Troutman Sanders LLP, Bank of America Plaza, 600 Peachtree Street, Suite 5200, Atlanta, Georgia 30308 (Attn: Jeffrey W. Kelley, Esq.) and Richards, Layton & Finger, P.A., One Rodney Square, 920 N. King Street, Wilmington, Delaware 19801 (Attn: Mark D. Collins, Esq. and Christopher M. Samis, Esq.); (ii) Rothschild Inc., 1251 Ave of the Americas, 51st Fl, New York, New York 10020 (Attn: Stephen Antinelli); (iii) the U.S. Trustee, 844 King Street, Suite 2207, Wilmington, Delaware, 19801 (Attn: David L. Buchbinder, Esq.); (iv) co-counsel to the Committee, Sidley Austin LLP, 787 Seventh Avenue, New York, New York 10019 (Attn: Michael G. Burke, Esq.) and Sullivan Hazeltine Allinson LLC, 901 North Market Street, Suite 1300, Wilmington, Delaware 19801 (Attn: William D. Sullivan, Esq.); (v) co-counsel to BDCM Opportunity Fund II, LP, Black Diamond CLO 2005-1 LTD and Spectrum Investment Partners LP, Schulte Roth & Zabel LLP, 919 Third Avenue, New York, NY 10022 (Attn: Adam Harris, Esq. and David M. Hillman, Esq.) and Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, DE 19899 (Attn: Adam Landis, Esq.); and (vi) co-counsel to Yucaipa, Latham & Watkins LLP, 355 South Grant Avenue, Los Angeles, CA 90071-1560 (Attn: Robert A. Klyman, Esq.) and Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, DE 19801 (Attn: Michael R. Nestor, Esq. and Joseph M. Barry, Esq.).

6. Objections, if any to the assumption, assignment, and/or transfer of any Assumed and Assigned Agreement **solely** on the issue of whether the Successful Bidder can provide adequate assurance of future performance as required by Section 365 of the Bankruptcy Code (an "Adequate Assurance Objection") must be filed with the Bankruptcy Court and served on the parties identified in the previous paragraph so as to be received **so as to be received no later than 4:00 p.m. (Prevailing Eastern Time) on August 21, 2013.**

Dated: _____, 2013
Wilmington, Delaware

Mark D. Collins (No. 2981)
Christopher M. Samis (No. 4909)
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Telephone No.: (302) 651-7700
Facsimile No.: (302) 651-7701
E-Mail: Collins@rlf.com
E-Mail: samis@rlf.com

-and-

Jeffrey W. Kelley (GA Bar No. 412296)
Ezra H. Cohen (GA Bar No. 173800)
Carolyn P. Richter (GA Bar No. 944751)
Matthew R. Brooks (GA Bar No. 378018)
Benjamin R. Carlsen (GA Bar No. 940614)
TROUTMAN SANDERS LLP
Bank of America Plaza
600 Peachtree Street, Suite 5200
Atlanta, Georgia 30308-2216
Telephone No.: (404) 885-3000
Facsimile No.: (404) 885-3900
E-Mail: jeffrey.kelley@troutmansanders.com
E-Mail: ezra.cohen@troutmansanders.com
E-Mail: carolyn.richter@troutmansanders.com
E-Mail: matthew.brooks@troutmansanders.com
E-Mail: Benjamin.carlsen@troutmansanders.com

Counsel for Debtors

EXHIBIT 3

Cure Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

ALLIED SYSTEMS HOLDINGS, INC., *et al.*¹,

Debtors.

Chapter 11

Case No. 12-11574 (CSS)

(Jointly Administered)

Re: Docket No. ____

**NOTICE OF DEBTORS' INTENT TO ASSUME AND ASSIGN CERTAIN
LEASES AND EXECUTORY CONTRACTS AND FIXING OF CURE AMOUNTS**

PLEASE TAKE NOTICE that on May 17, 2013, the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") filed a motion seeking approval of, among other things, (a) bid procedures (the "Bid Procedures") in connection with the sale of substantially all of the Debtors' assets (the "Purchased Assets"), (b) procedures to determine cure amounts and deadlines for objections to certain contracts and leases to be assumed and assigned by the Debtors, and (c) related relief (the "Motion") with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). By order dated June __, 2013, the Bankruptcy Court approved the Bid Procedures (the "Bid Procedures Order"). A copy of the Bid Procedures Order is attached hereto as Exhibit A.²

PLEASE TAKE FURTHER NOTICE that if the Debtors receive more than one Qualified Bid, the Debtors shall conduct an auction (the "Auction") to determine the highest and best bid

¹ The Debtors in these cases, along with the federal tax identification number (or Canadian business number where applicable) for each of the Debtors, are: Allied Systems Holdings, Inc. (58-0360550); Allied Automotive Group, Inc. (58-2201081); Allied Freight Broker LLC (59-2876864); Allied Systems (Canada) Company (90-0169283); Allied Systems, Ltd. (L.P.) (58-1710028); Axis Areta, LLC (45-5215545); Axis Canada Company (87568828); Axis Group, Inc. (58-2204628); Commercial Carriers, Inc. (38-0436930); CT Services, Inc. (38-2918187); Cordin Transport LLC (38-1985795); F.J. Boutell Driveway LLC (38-0365100); GACS Incorporated (58-1944786); Logistic Systems, LLC (45-4241751); Logistic Technology, LLC (45-4242057); QAT, Inc. (59-2876863); RMX LLC (31-0961359); Transport Support LLC (38-2349563); and Terminal Services LLC (91-0847582). The location of the Debtors' corporate headquarters and the Debtors' address for service of process is 2302 Parklake Drive, Bldg. 15, Ste. 600, Atlanta, Georgia 30345.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Bid Procedures Order.

with respect to the Purchased Assets. The Auction shall commence at **10:00 a.m. (Prevailing Eastern Time) on August 14, 2013.**

PLEASE TAKE FURTHER NOTICE that if you wish to be notified of the identity of any Qualified Bidder or Successful Bidder (as defined in the Bid Procedures) after such parties are identified in accordance with the Bid Procedures and receive evidence of such Successful Bidder's ability to perform in the future the Assumed and Assigned Agreements, you must submit a written request for such notification to co-counsel for the Debtors by fax to [] or by e-mail to []. Such request must contain the fax number and/or e-mail address to which you would like the Debtors to transmit the information..

PLEASE TAKE FURTHER NOTICE that at a hearing on **August 22, 2013, at 2:00 p.m. (Prevailing Eastern Time)** or such other time as the Bankruptcy Court shall determine (the "Sale Hearing"), the Debtors intend to seek approval of the sale of the Purchased Assets free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests thereon to the maximum extent permitted by Section 363 of the Bankruptcy Code (the "Sale") to such party as is determined pursuant to the Bid Procedures to have submitted the highest and best bid for the Purchased Assets (the "Successful Bidder").

PLEASE TAKE FURTHER NOTICE that, pursuant to the Cure Procedures, at the Sale Hearing, the Debtors intend to seek approval to assume and assign certain unexpired leases and executory contracts (collectively, the "Assumed and Assigned Agreements") to the Successful Bidder pursuant to Section 365 of the Bankruptcy Code. You have been identified as a party to an Assumed and Assigned Agreement that the Debtors may seek to assume and assign. The Assumed and Assigned Agreement with respect to which you have been identified as a non-Debtor party is set forth on **Exhibit B** attached hereto. The Successful Bidder shall have until the

Closing to remove any executory contract or unexpired lease listed on **Exhibit B** by notifying the Debtors in writing of its intent to not take assignment thereof.

PLEASE TAKE FURTHER NOTICE that the Debtors believe that any and all defaults (other than the filing of these Chapter 11 Cases), actual pecuniary losses, and any amounts due under the Assumed and Assigned Agreement can be cured and satisfied in full by the payment of the cure amount, also set forth on **Exhibit B** attached hereto (the “Cure Amount”).

PLEASE TAKE FURTHER NOTICE that any party objecting to (a) any Cure Amount and/or (b) the proposed assumption and assignment of any Assumed and Assigned Agreement in connection with the Sale (excepting Adequate Assurance Objections (as defined below)) must file with the Bankruptcy Court and serve an objection (a “Contract Objection”), in writing, setting forth with specificity any and all obligations that the objecting party asserts must be cured or satisfied in respect to the Assumed and Assigned Agreement, and/or any and all objections to the potential assumption and assignment of such agreement, together with all documentation supporting such cure claim or objection, upon: (i) co-counsel to the Debtors, Troutman Sanders LLP, Bank of America Plaza, 600 Peachtree Street, Suite 5200, Atlanta, Georgia 30308 (Attn: Jeffrey W. Kelley, Esq.) and Richards, Layton & Finger, P.A., One Rodney Square, 920 N. King Street, Wilmington, Delaware 19801 (Attn: Mark D. Collins, Esq. and Christopher M. Samis, Esq.); (ii) Rothschild Inc., 1251 Ave of the Americas, 51st Fl, New York, New York 10020 (Attn: Stephen Antinelli); (iii) the U.S. Trustee, 844 King Street, Suite 2207, Wilmington, Delaware, 19801 (Attn: David L. Buchbinder, Esq.); (iv) co-counsel to the Committee, Sidley Austin LLP, 787 Seventh Avenue, New York, New York 10019 (Attn: Michael G. Burke, Esq.) and Sullivan Hazeltime Allinson LLC, 901 North Market Street, Suite 1300, Wilmington, Delaware 19801 (Attn: William D. Sullivan, Esq.); (v) co- counsel to BDCM Opportunity Fund

II, LP, Black Diamond CLO 2005-1 LTD and Spectrum Investment Partners LP, Schulte Roth & Zabel LLP, 919 Third Avenue, New York, NY 10022 (Attn: Adam Harris, Esq.) and Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, DE 19899 (Attn: Adam Landis, Esq.); and (vi) co-counsel to Yucaipa, Latham & Watkins LLP, 355 South Grant Avenue, Los Angeles, CA 90071-1560 (Attn: Robert A. Klyman, Esq.) and Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, DE 19801 (Attn: Michael R. Nestor, Esq. and Joseph M. Barry, Esq.), so as to be received no later than 4:00 p.m. (Prevailing Eastern Time) on August 15, 2013. Unless the Contract Objection is timely filed and served, the assumption, sale, and assignment of the applicable Assumed and Assigned Agreement will proceed without further notice.

PLEASE TAKE FURTHER NOTICE that if no Cure Amount is due, or if you agree with the Cure Amount listed on Exhibit B, and you do not otherwise object to the Debtors' assumption, sale, and assignment of such agreement, no further action needs to be taken on your part.

PLEASE TAKE FURTHER NOTICE that within one (1) business day after the conclusion of the Auction for the Purchased Assets, the Debtors will serve a notice identifying the Successful Bidder to the non-debtor parties to the Assumed and Assigned Agreements that have been identified in the Bid of the Successful Bidder and distribute to the non-debtor parties to such Assumed and Assigned Agreements evidence of the Successful Bidders' ability to perform in the future such Assumed and Assigned Agreements. Any party objecting to the assumption, assignment, and/or transfer of such Assumed and Assigned Agreement solely on the issue of whether the Successful Bidder can provide adequate assurance of future performance as required by Section 365 of the Bankruptcy Code (an "Adequate Assurance Objection") must

file with the Bankruptcy Court and serve such Adequate Assurance Objection, in writing, on the parties identified in the previous paragraph so as to be received so as to be received no later than 4:00 p.m. (Prevailing Eastern Time) on August 21, 2013. Unless the Adequate Assurance Objection is timely filed and served, the assumption, sale, and assignment of the applicable Assumed and Assigned Agreement will proceed without further notice.

PLEASE TAKE FURTHER NOTICE that any person or entity receiving this Notice that fails to file an objection on a timely basis (a) shall be forever enjoined and barred from seeking any additional amount on account of the Debtors' cure obligations under Section 365 of the Bankruptcy Code or otherwise from the Debtors, their estates, or the Successful Bidder on account of the assumption and assignment of such executory contract or unexpired lease and deemed to have consented to the Cure Amount, and (b) upon approval by the Bankruptcy Court of the assignment to the Successful Bidder, as applicable, of the Assumed and Assigned Agreement, shall be deemed to have waived any right to object, consent, condition, or otherwise restrict any such assumption and assignment.

PLEASE TAKE FURTHER NOTICE that a hearing on Contract Objections and Adequate Assurance Objections may be held (a) at the Sale Hearing, or (b) at such other date prior to or after the Sale Hearing as the Bankruptcy Court may designate upon request by the Debtors.

PLEASE TAKE FURTHER NOTICE that the Debtors' decision to assume and assign the Assumed and Assigned Agreements is subject to the Court's approval of and consummation of the Sale. Absent consummation of the Sale, each Assumed and Assigned Agreement shall not be deemed either assumed or assigned and shall in all respects be subject to further administration under the Bankruptcy Code. The designation of any agreement as an Assumed and Assigned

Agreement shall not constitute or be deemed to be a determination or admission by the Debtors or the Successful Bidder, as applicable, that such document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code (all rights with respect thereto being expressly reserved).

PLEASE TAKE FURTHER NOTICE that the Debtors reserve the right to remove any Assumed and Assigned Agreement from any proposed asset sale and to withdraw the request to assume and assign any such Assumed and Assigned Agreement.

Dated: _____ 2013
Wilmington, Delaware

Mark D. Collins (No. 2981)
Christopher M. Samis (No. 4909)
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Telephone No.: (302) 651-7700
Facsimile No.: (302) 651-7701
E-Mail: Collins@rlf.com
E-Mail: samis@rlf.com

-and-

Jeffrey W. Kelley (GA Bar No. 412296)
Ezra H. Cohen (GA Bar No. 173800)
Carolyn P. Richter (GA Bar No. 944751)
Matthew R. Brooks (GA Bar No. 378018)
Benjamin R. Carlsen (GA Bar No. 940614)
TROUTMAN SANDERS LLP
Bank of America Plaza
600 Peachtree Street, Suite 5200
Atlanta, Georgia 30308-2216
Telephone No.: (404) 885-3000
Facsimile No.: (404) 885-3900
E-Mail: jeffrey.kelley@troutmansanders.com
E-Mail: ezra.cohen@troutmansanders.com
E-Mail: carolyn.richter@troutmansanders.com
E-Mail: matthew.brooks@troutmansanders.com
E-Mail: Benjamin.carlsen@troutmansanders.com

Counsel for Debtors

Exhibit A

Bid Procedures Order

(omitted)

Exhibit B

Assumed and Assigned Agreements

	Contract/Lease	Cure Amount as of the Petition Date	Cure Amounts After the Petition Date
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Court File No: 12-CV-9757-00CL

**AND IN THE MATTER OF ALLIED SYSTEMS HOLDINGS, INC., ALLIED SYSTEMS (CANADA) COMPANY,
AXIS CANADA COMPANY AND THOSE OTHER COMPANIES LISTED ON SCHEDULE "A" HERETO**

**APPLICATION OF ALLIED SYSTEMS HOLDINGS, INC. UNDER SECTION 46 OF THE COMPANIES'
CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED**

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto, Ontario, Canada

BID PROCEDURES RECOGNITION ORDER

Barristers and Solicitors
One First Canadian Place
100 King Street West, Suite 1600
TORONTO, Ontario
M5X 1G5

Jennifer Stam (LSUC#46735J)
Telephone: (416) 862-5697
Facsimile: (416) 862-7661

Lawyers for the Applicant