

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) THURSDAY, THE 10TH DAY
)
JUSTICE MORAWETZ) OF OCTOBER, 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

SALE APPROVAL RECOGNITION AND VESTING ORDER
(First Lien Agents' Transaction)

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 (together with Allied Systems (Canada) Company, the "**Canadian Debtors**") and those other companies listed on Schedule "A" hereto (collectively with the Foreign Representative and the Canadian Debtors, 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 5 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 October 3, 2013 (the "**MacAulay Affidavit**"), the affidavit of Ava Kim sworn October 3, 2013 (the "**Kim**

Affidavit") the Eighth report of Duff & Phelps Canada Restructuring Inc. (the "**Information Officer**") dated October 8, 2013 (the "**Eighth 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. (collectively "**Yucaipa**"), counsel for SBDRE LLC (the "**First Lien Purchaser**") and for Black Diamond CLO 2005-1 Ltd., BDCM Opportunity Fund II, LP and Spectrum Investment Partners LP (collectively "**Black Diamond/Spectrum**"), counsel for the Canadian Auto Workers' Union ("**CAW**"), counsel for the Unsecured Creditors' Committee for the Chapter 11 Debtors (the "**UCC**"), and those other parties present, no one else appearing although duly served as appears from the affidavit of service of Ava Kim sworn October 4, 2013:

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion, the Motion Record, the MacAulay Affidavit, the Kim Affidavit and the Eighth 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 Asset Purchase Agreement dated as of October 9, 2013 by and among the First Lien Purchaser, Allied US and the subsidiaries of Allied US signatory thereto, an unsigned copy of which is attached as Exhibit E to the Kim Affidavit (the "**APA**"). For greater certainty, references to "Purchased Assets" and "Assigned Contracts" herein do not include the "Purchased Assets" and "Assigned Contracts" as those terms are defined and used in the Asset Purchase Agreement dated as of September 12, 2013 by and among Jack Cooper Holdings Corp., Allied US and the subsidiaries of Allied US signatory thereto, a copy of which is attached as Exhibit C to the Kim Affidavit.

RECOGNITION OF US SALE ORDER

3. THIS COURT ORDERS that the Order entered by the United States Bankruptcy Court for the District of Delaware (the "**US Bankruptcy Court**") on September 30, 2013 in the

Chapter 11 Case authorizing and approving, *inter alia*, (i) a sale of assets free and clear of liens, claims, encumbrances and other interests to the First Lien Purchaser or its designees and (ii) the assumption and assignment of unexpired leases by the First Lien Purchaser or its designees, a copy of which is attached hereto as Schedule "B" (the "**US Sale Order**"), is hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA.

VESTING OF CANADIAN FIRST LIEN PURCHASED ASSETS

4. THIS COURT ORDERS AND DECLARES that the sale pursuant to the APA of the Purchased Assets that are situated in Canada or in which the Canadian Debtors have a right, title or interest (the "**Canadian First Lien Purchased Assets**") to the First Lien Purchaser, SBDRE (Windsor) Holdings Company Ltd. (the "**First Lien Windsor Purchaser**") and/or SBDRE (London) Holdings Company Ltd. ("**First Lien London Purchaser**" and, together with First Lien Windsor Purchaser, the "**First Lien Canadian Purchasers**"), as applicable, or as otherwise designated by the First Lien Purchaser in accordance with the APA, is hereby approved. The Chapter 11 Debtors are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the sale of the Canadian First Lien Purchased Assets to the First Lien Purchaser and/or the First Lien Canadian Purchasers, as applicable, and for the conveyance of the Canadian First Lien Purchased Assets to the First Lien Purchaser and/or the First Lien Canadian Purchasers, as applicable.

5. THIS COURT ORDERS AND DECLARES that, upon the delivery of a certificate of the Information Officer to the First Lien Purchaser substantially in the form attached as Schedule "C" hereto (the "**Information Officer's Certificate**"), all of the Chapter 11 Debtors' right, title and interest in and to:

- (a) the real property identified in Schedule "F" as being located in Windsor, Ontario (the "**Windsor Real Property**") and all Canadian First Lien Purchased Assets that are primarily related to the Windsor Real Property shall vest absolutely in First Lien Windsor Purchaser;

- (b) the real property identified in Schedule "F" as being located in London, Ontario (the "**London Real Property**") and all Canadian First Lien Purchased Assets that are primarily related to the London Real Property shall vest absolutely in First Lien London Purchaser; and
- (c) any Canadian First Lien Purchased Assets that are not referred to in sub-paragraphs 5(a) or 5(b) above shall vest absolutely in the First Lien Purchaser,

in each case, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, Interests (as defined in the US Sale Order) or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by any Order of this Honourable Court in these proceedings; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system, including without limitation those listed on Exhibit H to the Kim Affidavit; and (iii) those Claims listed on Schedule "D" hereto (all of the items in sub-paragraphs (i), (ii) and (iii) being collectively referred to as the "**Encumbrances**", which term shall not include those registrations specifically identified in Section A of Schedule "E" hereto (with respect to the Windsor Real Property) or Section B of Schedule "E" hereto (with respect to the London Real Property)) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Canadian First Lien Purchased Assets are hereby released, expunged, extinguished and discharged as against the Canadian First Lien Purchased Assets.

6. THIS COURT ORDERS that upon the registration in the Land Registry Office for the Registry Division of Essex (No. 12) of (i) a Transfer/Deed of Land in the form prescribed by the *Land Registration Reform Act* (Ontario) duly executed by the applicable Chapter 11 Debtor(s) or (ii) an Application for Vesting Order in the form prescribed by the *Land Titles Act* (Ontario) and/or the *Land Registration Reform Act* (Ontario), the Land Registrar is hereby directed to and shall enter First Lien Windsor Purchaser as the owner of the Windsor Real Property in fee

simple, and is hereby directed to delete and expunge from title to the Windsor Real Property all of the Claims listed in Schedule "D" hereto that are applicable to the Windsor Real Property.

7. THIS COURT ORDERS that upon the registration in the Land Registry Office for the Registry Division of Middlesex (No. 33) of (i) a Transfer/Deed of Land in the form prescribed by the *Land Registration Reform Act* (Ontario) duly executed by the applicable Chapter 11 Debtor(s) or (ii) an Application for Vesting Order in the form prescribed by the *Land Titles Act* (Ontario) and/or the *Land Registration Reform Act* (Ontario), the Land Registrar is hereby directed to and shall enter First Lien London Purchaser as the owner of the London Real Property in fee simple, and is hereby directed to delete and expunge from title to the London Real Property all of the Claims listed in Schedule "D" hereto that are applicable to the London Real Property.

8. THIS COURT ORDERS AND DECLARES that, in accordance with the APA and the US Sale Order, the Chapter 11 Debtors are hereby authorized to assign to the First Lien Purchaser, First Lien Windsor Purchaser and/or First Lien London Purchaser, as applicable, all Assigned Contracts to which the Canadian Debtors are parties or that relate to contractual obligations of the Chapter 11 Debtors in Canada (the "**Canadian First Lien Assigned Contracts**") and, upon delivery of the Information Officer's Certificate to the First Lien Purchaser:

- (a) the Canadian First Lien Assigned Contracts primarily relating to the Windsor Real Estate shall be assigned to First Lien Windsor Purchaser;
- (b) the Canadian First Lien Assigned Contracts primarily relating to the London Real Estate shall be assigned to First Lien London Purchaser; and
- (c) any Canadian First Lien Assigned Contracts that are not referred to in subparagraphs 8(a) or 8(b) above shall be assigned to the First Lien Purchaser,

and such assignments of the Canadian First Lien Assigned Contracts are valid and binding on the applicable counterparties and shall occur automatically without any further steps or actions notwithstanding any restriction, condition or prohibition in any such Canadian First Lien

Assigned Contracts relating to the assignment thereof. Nothing in this paragraph 8 derogates from the obligations of the First Lien Purchaser, the First Lien Windsor Purchaser or the First Lien London Purchaser, as applicable, to perform their obligations under the Assigned Contracts to the extent required by the APA and the US Sale Order.

9. THIS COURT ORDERS AND DIRECTS the Information Officer to deliver an executed copy of the Information Officer's Certificate to the First Lien Purchaser forthwith after the Information Officer receives confirmation from Allied US (or its counsel) and the First Lien Purchaser (or its counsel) that: (a) the conditions to Closing as set out in the APA have been satisfied or waived by the Chapter 11 Debtors and the First Lien Purchaser, as applicable; and (b) subject only to the delivery of the Information Officer's Certificate, the transactions contemplated by the APA have been completed to the satisfaction of the Chapter 11 Debtors and the First Lien Purchaser. The Information Officer is hereby directed to file a copy of the Information Officer's Certificate with the Court forthwith after delivery thereof to the First Lien Purchaser.

10. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Chapter 11 Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Chapter 11 Debtors,

the vesting of the Canadian First Lien Purchased Assets in, and the assignment of the Canadian First Lien Assigned Contracts to, the First Lien Purchaser, the First Lien Canadian Purchasers and/or as otherwise directed by the First Lien Purchaser pursuant to this Order, as applicable, shall be binding on any trustee in bankruptcy that may be appointed in respect of the Chapter 11 Debtors and shall not be void or voidable by creditors of the Chapter 11 Debtors, nor shall they constitute nor be deemed to be ~~a settlement~~ fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and*

Insolvency Act (Canada) or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

11. THIS COURT ORDERS AND DECLARES that the transactions contemplated in the APA are exempt from the application of the *Bulk Sales Act* (Ontario) and any equivalent or applicable legislation in any other province or territory in Canada, and each of the First Lien Purchaser, the First Lien Canadian Purchasers and any entity designated by the First Lien Purchaser to acquire Canadian First Lien Purchased Assets in accordance with the APA is discharged from any obligation under, and shall not incur any liability under, Section 6 of the *Retail Sales Tax Act* (Ontario) and/or any equivalent or applicable legislation of any other province or territory in Canada in respect of the Canadian First Lien Purchased Assets, the Canadian First Lien Assigned Contracts or the transactions contemplated in the APA.

GENERAL

12. 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.

13. 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.

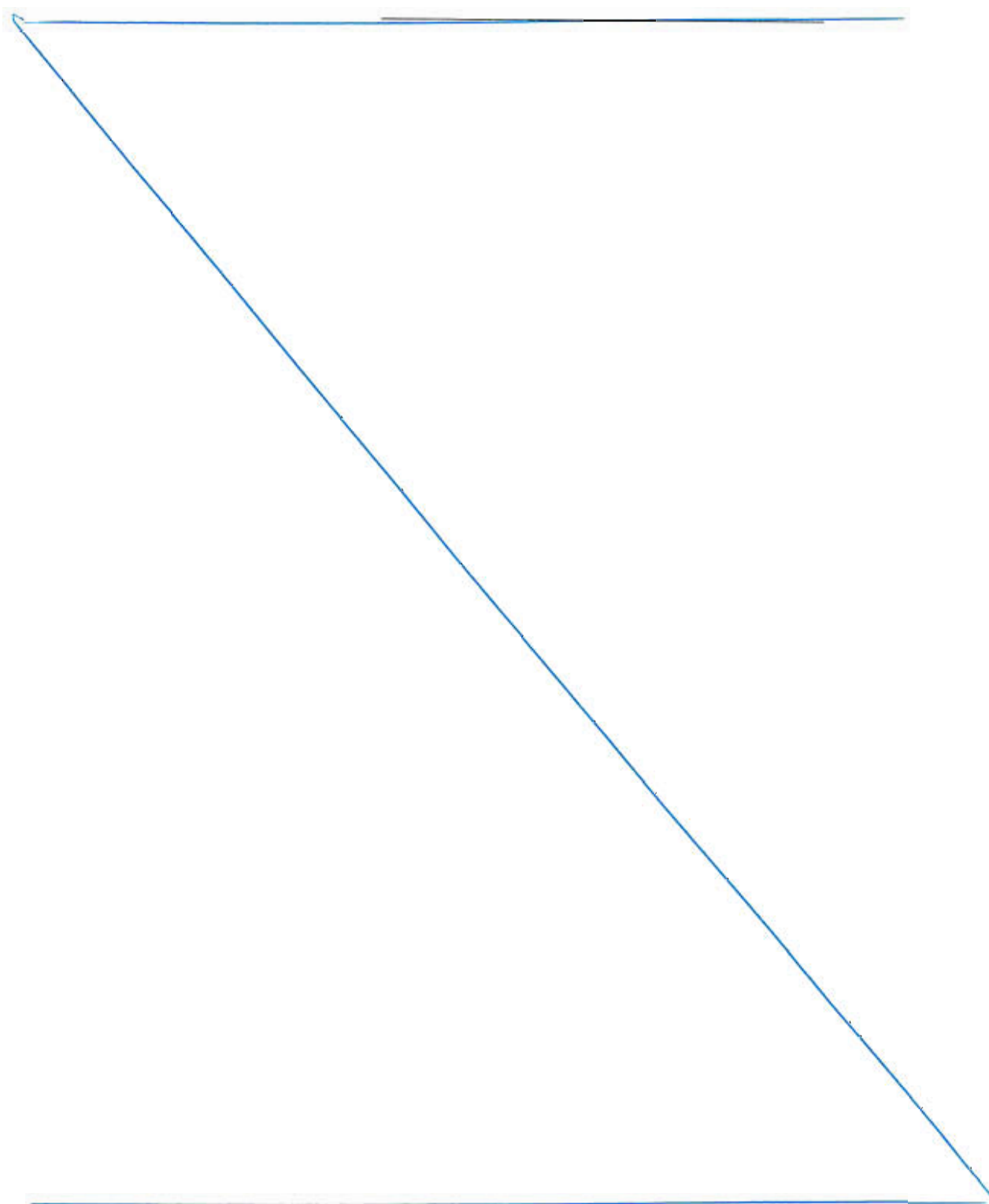
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SCHEDULE "A" – CHAPTER 11 DEBTORS

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

SCHEDULE "B" – US SALE ORDER

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

In re: ALLIED SYSTEMS HOLDINGS, INC., <i>et al.</i> , ¹ Debtor.		Chapter 11 Case No. 12-11564 (CSS) (Jointly Administered) Ref. No. 1175
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**ORDER UNDER 11 U.S.C. §§ 105(a), 363 AND 365 AND FED. R. BANKR. P. 2002,
6004 AND 6006 AUTHORIZING AND APPROVING: (I) SALE OF ASSETS FREE
AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS;
AND (II) ASSUMPTION AND ASSIGNMENT OF UNEXPIRED LEASE TO AN
ACQUISITION ENTITY FORMED BY PREPETITION FIRST LIEN AGENTS**

Upon the Motion [Docket No. 1175] (the "Sale Motion") of the above captioned debtors and debtors-in-possession (collectively, the "Debtors") for, among other things, the entry of an order pursuant to §§ 105, 363, and 365 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") (a) authorizing the Debtors to: (i) enter into an asset purchase agreement with the party submitting the highest or best bid for the Debtors' assets in connection with the Debtors' auction sale and bidding process; (ii) sell the Purchased Assets² free and clear of all Interests (as defined below) with such sale to be in accordance with the terms and

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 Driveaway 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 used but not defined herein shall have the meanings ascribed to such terms in form of the Asset Purchase Agreement, attached hereto as Exhibit A, between Purchaser and the Debtors (the "Agreement").

conditions of the Agreement; (iii) assume and sell and assign certain executory contracts and unexpired leases; and (b) granting related relief; and at the conclusion of the Auction (as defined below), the Debtors having determined that an acquisition entity (the "Purchaser") formed by the First Lien Agents (as defined below) submitted the highest and/or best bid for the Purchased Assets; and the hearing on the Sale Motion having taken place on September 17, 2013 (the "Sale Hearing"); and upon the record of the Sale Hearing and all other pleadings and proceedings in these Chapter 11 Cases and after due deliberation and sufficient cause appearing therefore;

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS:

A. Jurisdiction and Venue. This Court has jurisdiction to consider the Sale Motion under 28 U.S.C. §§ 157(b)(1) and 1334. This is a core proceeding under 28 U.S.C. § 157(b)(2). Venue of these cases and the Sale Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

B. Notice. As evidenced by the affidavits of service filed with this Court and based upon the representations of counsel at the Sale Hearing: (i) due, proper, timely, adequate and sufficient notice of the Bid Procedures, Auction and Sale Hearing was published in the *New York Times* [Docket Nos. 1377, 1584]; (ii) due, proper, timely, adequate and sufficient notice of the Sale Motion, the Auction (as defined in the Sale Motion), the Sale Hearing and the transactions contemplated in the Agreement (collectively, the "Transaction") including the assumption and assignment of the Real Property Lease (as defined in paragraph 11 below) and the Cure Cost with respect thereto, has been provided in accordance with Bankruptcy Code sections 105(a), 363 and 365 and Bankruptcy Rules 2002, 6004, 6006 and 9014 [Docket Nos. 1431, 1590]; (iii) it appearing that no other or further notice need be provided; (iv) such notice and opportunity to be heard was and is good, sufficient and appropriate under the circumstances;

and (v) no other or further notice of the Sale Motion, the Auction, the Sale Hearing, the Agreement or the Transaction is required.

C. Opportunity to Object. A reasonable opportunity to object and to be heard with respect to the Sale Motion has been given, in light of the circumstances, to all interested persons and entities, including the following: (i) the Office of the United States Trustee for the District of Delaware; (ii) counsel to the Official Committee of Unsecured Creditors (the "Committee"); (iii) all taxing authorities having jurisdiction over any of the Purchased Assets subject to the Transactions, including the Internal Revenue Service; (iv) the state/local environmental agencies in the jurisdictions where the Debtors own or lease real property; (v) all parties that have requested special notice pursuant to Bankruptcy Rule 2002 as of the date prior to the date of the filing of the Sale Motion; (vi) all persons or entities known to the Debtors that have or have asserted a lien on, or security interest in, all or any portion of the Purchased Assets; (vii) all Attorneys General for the states in which the Debtors conduct business; (viii) all potential bidders previously identified or otherwise known to the Debtors; (ix) all parties on the Main Service List, the Supplemental Service List (Pensions) and the Supplemental Service List (Government Tax/Environmental Agencies) in the Canadian recognition proceeding; (x) Black Diamond Commercial Finance, L.L.C., as administrative agent ("Black Diamond") and Spectrum Commercial Finance, L.L.C. ("Spectrum") as collateral agent (collectively, the "Replacement DIP Agents") under the Replacement Super-Priority Debtor in Possession Credit Facility, dated as of May 16, 2013, the "Replacement DIP Facility"; (xi) the persons and entities identified as lenders under the Replacement DIP Facility (the "Replacement DIP Lenders"); (xii) the First Lien Lenders; (xiii) Yucaipa American Alliance Fund I, L.P., Yucaipa American Alliance (Parallel) Fund I, L.P., Yucaipa American Alliance Fund II, L.P., and Yucaipa

American Alliance (Parallel) Fund II, L.P. (individually and collectively, "Yucaipa"); and (xiv) the lenders under the Second Lien Secured Super-Priority Debtor in Possession and Exit Credit and Guaranty Agreement, dated as of May 15, 2007 (the "Second Lien Lenders").

D. Bid Procedures Order. Following a duly noticed motion by the Debtors, the Court entered the *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* on June 21, 2013 [Docket No. 1320] (the "Bid Procedures Order") pursuant to which the Court approved, among other things, (i) the bid procedures attached thereto as Exhibit A (the "Bid Procedures"), (ii) procedures related to cure payments payable in connection with the assumption and assignment of executory contracts and unexpired leases ("Cure Procedures"), (iii) procedures related to adequate assurance of future performance ("Adequate Assurance Procedures"), and (iv) the form and manner of notice of the Auction, the Sale and the Sale Hearing. The Bankruptcy Court (i) set August 8, 2013 at 12:00 p.m. (ET) as the deadline for Qualified Bidders (as defined in the Bid Procedures Order) to submit bids for the Purchased Assets (the "Bid Deadline"), (ii) set August 14, 2013 at 10:00 a.m. (ET) as the date to conduct an Auction of the Purchased Assets, which Auction was re-opened on September 11, 2013 and concluded on September 12 pursuant to notice provided on the Court's docket [Docket No. 1796] and (iii) set August 22, 2013 at 2:00 p.m. (ET) as the time and date for the Sale Hearing, which was adjourned to September 10, 2013 at 12:00 p.m. (ET) by notice provided on this Court's docket [Docket No. 1653].

E. Sale Motion and Submission of Proposed Purchase Agreement. On May 17, 2013, the Debtors moved for authority to enter into the asset purchase agreement with the

Successful Bidder (as defined in the Bid Procedures Order) at the Auction of the Purchased Assets, and to sell the Purchased Assets free and clear of liens, claims, encumbrances, and interests. The First Lien Agent filed the Agreement and related Transaction documents on September 16, 2013 [Docket No. 1827] and on September 17, 2013, the Debtors submitted the proposed form of this Order.

F. Credit Bid

(1) First Lien Debt. The Debtors agreed and acknowledged that that an aggregate principal amount of not less than \$244,021,526, plus accrued and unpaid interest, fees, costs and expenses (collectively, "First Lien Debt") is unconditionally due and owing under the First Lien Credit Documents and that the liens securing such indebtedness are valid and unavoidable. See First DIP Order (as defined in the Sale Motion) [Docket No. 230 at 5]. The Debtors' stipulations and acknowledgements in the First DIP Order were subsequently reaffirmed by the Debtors in the Replacement DIP Order (as defined in the Sale Motion) [Docket No. 1324, ¶ 35] and are final and binding upon all parties in interest, except for the challenges to the First Lien Debt held by Yucaipa set forth in the adversary proceeding captioned *The Official Committee of Unsecured Creditors of Allied Systems Holdings, Inc. v. Yucaipa American Alliance Fund I, L.P. et al.*, Adv. Case No. 13-50530 (the "Yucaipa Litigation").

(2) Bid Procedures. Pursuant to the Bid Procedures, the First Lien Agents and their designees, assignees and successors, were deemed to be a Qualified Bidder (as defined in the Bid Procedures) with the right to participate in the Auction and to credit bid all or any portion of the outstanding First Lien Debt, acting at the direction of the Requisite Lenders (as defined below) under the First Lien Credit Documents.

(3) Requisite Lenders. Pursuant to this Court's *"Order Granting Petitioning Creditors' Motion for Summary Judgment Regarding the Determination of Requisite Lenders Under the First Lien Credit Agreement,"* dated August 8, 2013 (Adv. Proc. No. 13-50530, Docket No. 280), BDCM Opportunity Fund II, L.P., Black Diamond CLO 2005-1 Ltd., Spectrum Investment Partners, L.P. and AMMC VIII, Limited were determined to be the "Requisite Lenders" (as defined in the First Lien Credit Agreement) (collectively, the "Requisite Lenders") under the First Lien Credit Documents.

(4) Designation of Credit Bid Rights to Purchaser. The Requisite Lenders duly appointed (i) Black Diamond and Spectrum as co-Administrative Agents ("Co-Administrative Agents") under the First Lien Credit Agreement and (ii) Black Diamond as collateral agent under the First Lien Credit Agreement (collectively, the "First Lien Agents"). Pursuant to the Direction and Designation Agreement, dated September 16, 2013 (the "Direction and Designation Agreement") the Requisite Lenders duly directed the First Lien Agents to exercise the right to credit bid the Purchase Price to acquire the Purchased Assets and execute and deliver the Agreement. Pursuant to that same agreement, the First Lien Agents subsequently duly designated and vested Purchaser with all rights, powers and authorities to exercise, on behalf of the First Lien Agents, the right to credit bid the Purchase Price to the fullest extent permitted under the Bid Procedures Order, the First Lien Credit Documents, section 363(k) of the Bankruptcy Code and applicable non-bankruptcy law.

G. Auction. The Debtors conducted an auction (the "Auction") on August 14 and 15, 2013 and on September 11 and 12, 2013 in accordance with, and have otherwise complied in all respects with, the Bid Procedures Order. The Auction conducted pursuant to the Bid Procedures Order afforded a full and fair opportunity for any person or entity to make a

higher or otherwise better offer to purchase the Purchased Assets. The Auction was duly noticed and conducted in a non-collusive, fair and good faith manner and a reasonable opportunity was given to any interested party to make a higher or otherwise better offer for the Purchased Assets. The Agreement constitutes the highest or otherwise best offer for the Purchased Assets and will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative. The Debtors' determination that the Agreement constitutes the highest or otherwise best offer for the Purchased Assets constitutes a valid and sound exercise of the Debtors' business judgment.

H. Purchase Price. Pursuant to the Agreement, Purchaser made a written offer for the purchase of the Purchased Assets in exchange for the Purchase Price (in the form of the Initial Claim Contribution and Post-Closing Claim Contribution). The Purchase Price constitutes a valid, duly authorized credit bid (the "Credit Bid") and is proper under the Bid Procedures and sections 363(b) and 363(k) of the Bankruptcy Code, the First Lien Credit Documents and applicable law.

I. Disposition Event Notice. Purchaser shall provide prompt written notice (a "Disposition Event Notice") to counsel for the Debtors, the Committee and Yucaipa upon the execution of any agreement for the sale, transfer or other disposition of any Purchased Asset. The Disposition Event Notice shall include a copy of such agreement and any material ancillary agreement and provide reasonable detail of the terms of the sale, transfer or other disposition, including (without limitation) the (i) the name of the purchaser (and whether such purchaser is an Affiliate of Purchaser, any designated purchaser, any First Lien Agent or any First Lien Lender), (ii) the Purchased Asset(s) included in the proposed sale, transfer or other disposition, (iii) the

purchase price (including any non-cash consideration), and (iv) the means by which offers for the Purchased Asset(s) were solicited.

J. Appraised Value Notice. With respect to Purchased Assets that are not sold, transferred or otherwise disposed of by Purchaser prior to the six (6) month anniversary of the Closing Date, Purchaser shall deliver to Debtors, the Committee and Yucaipa promptly after the expiration of such period the Appraised Value a copy of the underlying appraisal(s) and any supporting documentation.

K. Corporate Authority. The Purchased Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. The Debtors have all right, title and interest in the Purchased Assets required to transfer and convey the Purchased Assets to Purchaser. The Debtors have taken all corporate or other entity action necessary to authorize and approve the Agreement and the consummation of the Transaction, and the Debtors' sale of the Purchased Assets to Purchaser has been duly and validly authorized by all necessary corporate or other entity action. The Debtors have full corporate or other entity power and authority to execute the Agreement and all other documents contemplated thereby and to consummate the Transaction. No consents or approvals, other than those expressly provided for in the Agreement, are required for the Debtors to consummate the Transaction.

L. Transaction in Best Interests. Good and sufficient reasons for approval of the Sale Motion, the Agreement and the Transaction have been demonstrated. Approval of the Sale Motion, the Agreement and the Transaction are in the best interests of the Debtors, their estates, their secured and unsecured creditors, and other parties in interest.

M. Business Justification. The Debtors have demonstrated sound business purposes and compelling circumstances for approval of the Sale Motion and the Transaction under Bankruptcy Code section 363(b) outside of a plan of reorganization. Such business purposes and justifications include that: (a) after extensive prepetition and postpetition efforts to maximize value, and a review of various reorganization, liquidation, and sale options and discussions with the Debtors' professionals, the Debtors ultimately determined in the exercise of their reasonable business judgment that the Transaction was necessary to maximize value of the Debtors' estates; (b) the value of the Purchased Assets will continue to decline absent a prompt sale; (c) the Transaction presents the best opportunity for the Debtors to maximize and realize the value of the Purchased Assets; and (d) no other party has made a proposal to acquire all or any of the Purchased Assets in an amount in excess of the consideration offered by Purchaser.

N. Highest or Otherwise Best Offer. As demonstrated by evidence adduced at the Sale Hearing, and the representations of counsel made on the record at the Sale Hearing, the Debtors have conducted a fair and open sale process in a manner reasonably calculated to produce the highest or otherwise best offer for the Purchased Assets in compliance with the Bid Procedures Order. The Bid Procedures were substantively and procedurally fair to all parties and were the result of intense arm's-length negotiations among the Debtors, Purchaser, the Committee, the Replacement DIP Lenders, and the Requisite Lenders. The sale process, Bid Procedures and Auction were non-collusive, duly noticed, and afforded a full, fair and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase all or any of the Purchased Assets. In connection with the Auction and sale process and in accordance with the Bid Procedures Order, the Debtors regularly and appropriately consulted with the Consultation Parties (as defined in the Bid Procedures). The Agreement constitutes the highest

or otherwise best offer for the Purchased Assets, and will provide a significantly greater recovery for the Debtors' estates and its stakeholders than would be provided by any other available alternative. The Debtors' determination that the Agreement constitutes the highest or otherwise best offer for the Purchased Assets is a result of due deliberation by the Debtors (including the Special Committee of the Board of Directors of Allied Systems Holdings, Inc.) after substantial consultation with the Debtors' professionals and officers and constitutes a valid and sound exercise of the Debtors' business judgment. Entry of an order approving the Sale Motion, the Agreement, and the Transaction is a necessary condition precedent to Purchaser consummating the Transaction.

O. Arm's-Length Transaction.

(1) The Agreement was negotiated, proposed and entered into by the Debtors and Purchaser without collusion, in good faith and from arm's-length bargaining positions. Purchaser is not an "insider" or "affiliate" of the Debtors, as those terms are defined in Bankruptcy Code sections 101(31) and 101(2). The Debtors, Purchaser, Replacement DIP Lenders, the Requisite Lenders and the First Lien Agents have not engaged in any conduct that would cause or permit the Agreement to be avoided under Bankruptcy Code section 363(n). Specifically, none of Purchaser, the Replacement DIP Lenders, the Requisite Lenders, the First Lien Agents have acted in a collusive manner with any person and the Purchase Price was not controlled by any agreement among bidders.

(2) There was no evidence of insider influence or improper conduct by the Debtors, Purchaser, the Replacement DIP Lenders, the Requisite Lenders or the First Lien Agents, in connection with the negotiation of the Agreement with the Debtors. There was also no evidence of fraud or collusion involving the Purchaser, the Replacement DIP Lenders, the

Requisite Lenders or the First Lien Agents and any other bidders for the Debtors' assets, or collusion among Purchaser, Replacement DIP Lenders, the Requisite Lenders or the First Lien Agents or any other bidders to the detriment of any other bidders. The Debtors established a due diligence room in which the information provided to Purchaser in connection with the negotiation of the Agreement was also provided to other potential bidders for the assets. Moreover, the Debtors established and implemented appropriate procedures to ensure that no potential bidders received any information concerning other potential bidders or the progress of the bid process until after the initial bid process had concluded.

P. Good Faith Purchaser. Purchaser is a good faith purchaser of the Purchased Assets within the meaning of Bankruptcy Code section 363(m) and is therefore entitled to all of the protections afforded thereby. The Debtors, Purchaser, the Replacement DIP Lenders, the Requisite Lenders and the First Lien Agents have proceeded in good faith in all respects in that *inter alia*: (a) Purchaser, the Replacement DIP Lenders, the Requisite Lenders and the First Lien Agents recognized that the Debtors were free to deal with any other party interested in acquiring the Purchased Assets; (b) Purchaser, the Replacement DIP Lenders, the Requisite Lenders and the First Lien Agents complied with the provisions of the Bid Procedures Order; (c) Purchaser's Bid was subjected to the competitive bid procedures set forth in the Bid Procedures Order; and (d) all payments to be made by Purchaser and all other material agreements or arrangements entered into by Purchaser and the Debtors in connection with the Transaction have been disclosed.

Q. Free and Clear.

(1) The Debtors are the sole and lawful owners of the Purchased Assets, or otherwise have a valid, enforceable property interest in such assets. The transfer of the

Purchased Assets to Purchaser under the Agreement shall be a legal, valid, and effective transfer of the Purchased Assets, and will vest Purchaser with all of the Debtors' right, title, and interest in the Purchased Assets, including, without limitation, the Assigned Contracts, free and clear of any and all liens, claims and interests (collectively "Interests"), including but not limited to the following:

liens (including, without limitation, mechanics' materialmens' and other consensual and non-consensual liens and statutory liens), claims (as defined in Bankruptcy Code section 101(5)), encumbrances, obligations, liabilities, contractual commitments or interests of any kind or nature whatsoever, including without limitation, mortgages, leases, licenses, options, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, judgments, demands, rights of first refusal, rights of recovery, claims for reimbursement, contribution, indemnity, exoneration, products liability, alter-ego, environmental liability, employment-related liabilities (including, without limitation, wage and wage supplement liabilities, severance and other termination pay liabilities and WARN Act liability), pension liability, or tax, decrees of any court or foreign or domestic governmental entity, interests, or charges of any kind or nature, if any, including, but not limited to, any restrictions on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, debts arising in any way in connection with any agreements, acts, or failures to act, of the Debtors or the Debtors' predecessors or Affiliates (as defined in Bankruptcy Code section 101(2)), reclamation claims, demands, guaranties, options, rights, contractual or other commitments, restrictions, and matters of any kind and nature, whether known or unknown, asserted or unasserted, choate or inchoate, filed or unfilled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of the bankruptcy case, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under doctrines of successor liability.

The sale of the Purchased Assets shall also be free and clear of all Interests including (i) those that purport to give to any party a right or option to effect any forfeiture, modification or termination of the Debtors' interests in the Purchased Assets, or any similar rights, and (ii) those relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Debtors' business prior to the Closing Date.

(2) Purchaser would not have entered into the Agreement and would not consummate the Transaction, thus adversely affecting the Debtors, their estates, and their creditors, if the transfer of the Purchased Assets to Purchaser and the assumption and assignment of the Real Property Lease to Purchaser were not free and clear of all Interests of any kind or nature whatsoever, or if the Purchaser would, or in the future could, be liable for any of the Interests. A sale of the Purchased Assets other than one free and clear of any Interests would adversely impact the Debtors' estates, and would yield substantially less consideration, and thus less value, for the Debtors' estates, with less certainty than the Transaction.

(3) Purchaser will not consummate the Transaction unless the Agreement specifically provides, and the Court specifically orders, that neither Purchaser or its Affiliates, equity security holders, managers, officers, directors, agents, counsel, advisors or representatives or the Purchased Assets will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or in equity, whether by payment, setoff or otherwise, directly or indirectly, any Interest.

(4) The Debtors may transfer the Purchased Assets free and clear of any Interests of any kind or nature whatsoever because, in each case, one or more of the standards set forth in Bankruptcy Code section 363(f)(1)-(5) has been satisfied. Each entity with an Interest in the Purchased Assets to be transferred on the Closing Date: (i) has, subject to the terms and conditions of this Order, consented to the Transaction or is deemed to have consented;³ (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such Interest; or (iii) otherwise falls within the provisions of Bankruptcy Code section 363(f). Except as set forth

³ The Second Lien Lenders are deemed to have consented to the Transaction, including the release of their liens on Purchased Assets pursuant to sections 5.1(b)-(d) of the *Intercreditor Agreement*, dated as of May 15, 2007 by and among Allied Holdings, Inc. and Allied Systems, Ltd. (L.P.), each other Grantor party thereto, the CIT Group/Business Credit, Inc. as the predecessor collateral agent for the First Lien Obligations and Goldman Sachs Credit Partners L.P., as collateral agent for Second Lien Obligations (each capitalized term as defined therein).

in this Order and in the Agreement with respect to Permitted Exceptions, those holders of Interests who did not object to the Sale Motion are deemed to have consented pursuant to Bankruptcy Code section 363(f)(2).

R. No Sub Rosa Plan. The Agreement and Transaction do not constitute a *sub rosa* chapter 11 plan for which approval has been sought without the protections that a disclosure statement would afford. The Agreement and the Transaction neither impermissibly restructures the rights of Debtors' creditors nor impermissibly dictates a liquidating plan for the Debtors.

S. No Fraudulent Transfer. The Agreement was not entered into for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession, or the District of Columbia. No Debtor nor Purchaser is entering into the Transaction fraudulently.

T. Not a Successor. Purchaser (a) is not, and shall not be, considered a successor to the Debtors, (b) has not, *de facto* or otherwise, merged with or into the Debtors, (c) is not a continuation or substantial continuation of the Debtors or any enterprise of the Debtors, (d) does not have a common identity of incorporators, directors or equity holders with the Debtors, and (e) is not holding themselves out to the public as a continuation of the Debtors. Except as otherwise provided in the Agreement, the (i) transfer of the Purchased Assets to Purchaser and (ii) assumption by the Debtors and assignment to Purchaser of the Real Property Lease does not and will not subject Purchaser to any liability whatsoever with respect to the operation of the Debtors' businesses before the Closing Date or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of

Columbia, based, in whole or in part, directly or indirectly, on any theory of law or equity, including, without limitation, any theory of antitrust, successor, transferee or assignee liability.

U. Assumption and Assignment of Real Property Lease

(1) The Debtors have demonstrated that it is an exercise of their sound business judgment to assume and assign the Real Property Lease to the Purchaser. The assumption and assignment of the Real Property Lease as contemplated by the Agreement is integral to the Agreement, is in the best interests of the Debtors and their estates, creditors and all other parties in interest, and represents a reasonable, sound, and prudent exercise of the Debtors' business judgment.

(2) The Debtors filed a *Notice of Debtors' Intent to Assume and Assign Certain Leases and Executory Contracts and Fixing of Cure Amounts* and subsequent amendments [Docket Nos. 1431, 1590, 1606] (the "Cure Notices") pursuant to which the Debtors identified the dollar amount, if any, that is necessary to be paid by Purchaser in order to cure all defaults, as of the Closing Date, if any, under the Real Property Lease based on the Debtors' books and records (the "Debtor Asserted Cure Amount"). Pursuant to the Cure Notices and the Amended Notice of Sale Hearing and Related Deadlines ("Amended Sale Notice") [Docket No. 1653], the non-Debtor Contract Counter-Parties (the "Counter-Parties") were required to file objections (a "Contract Objection"), if any, to the Debtor Asserted Cure Amount by no later than September 3, 2013. The Cure Notice expressly provided that in the absence of timely filed Contract Objection, a Counter-Party "shall be forever enjoined and barred from seeking any additional amount on account of the Debtors' cure obligations ... [and] upon approval by the Bankruptcy Court of the assignment ... shall be deemed to have waived any rights to object, consent, condition or otherwise restrict any such assumption and assignment."

Pursuant to the Bid Procedures Order and the Amended Sale Notice, Counter-Parties were also required to file objections to the Purchaser's proposed Adequate Assurance ("Adequate Assurance Objection") by no later than September 3, 2013.

V. Findings of Fact and Conclusions of Law. Any of the findings of fact contained herein shall constitute a finding of fact even if it is stated as a conclusion of law, and any conclusion of law contained herein shall constitute a conclusion of law even if it is stated as a finding of fact. The Court's findings shall also include any oral findings of fact and conclusions of law made by the Court during or at the conclusion of the Sale Hearing.

NOW, THEREFORE, IT IS HEREBY ORDERED, DECREED AND ADJUDGED THAT:

1. Motion is Granted. The Sale Motion and the relief requested therein is GRANTED and APPROVED, as set forth herein. The Sale Motion complies with all aspects of Local Rule 6004-1.

2. Objections Overruled. Any objections to the entry of this Order or the relief granted herein and requested in the Sale Motion that have not been withdrawn, waived, settled, continued as set forth herein, or otherwise resolved pursuant to the terms hereof are denied and overruled on the merits with prejudice.

3. Approval. The Agreement and all of the terms and conditions thereto are hereby authorized and approved in all respects. The Debtors hereby are authorized to (i) execute the Agreement, along with any additional instruments or documents that may be reasonably necessary or appropriate to implement the Agreement, provided that such additional documents do not materially change the Agreement's terms; (ii) consummate the Transaction (including, without limitation, to convey to Purchaser any and all of the Purchased Assets intended to be conveyed) and the Closing in accordance with the terms and conditions of the Sale Motion, the

~~Motion~~, the Agreement, and this Order; and (iii) take all other and further actions as may be reasonably necessary to implement the Transaction. The Parties shall have no obligation to proceed with the Closing of the Agreement until all conditions precedent to their obligations to do so as set forth in the Agreement have been satisfied or waived. The obligations of Purchaser under the Agreement to consummate the transactions contemplated therein at the Closing are subject to the satisfaction of the conditions precedent set forth in Article IX of the Agreement on the Closing Date. Notwithstanding anything to the contrary in this Order, as set forth in Section 5(b) below, this Order only authorizes the conveyance of the Purchased Assets to the Purchaser and any subsidiary that is wholly-owned by the Purchaser. Any subsequent conveyances or transfers of the Purchased Assets by Purchaser or such subsidiary, as applicable, (and any challenges or objections thereto) shall be governed by applicable non-bankruptcy law.

4. Free and Clear.

(a) Except as otherwise provided herein or in the Agreement, the Debtors are authorized to transfer the Purchased Assets to Purchaser and, as of the Closing Date, Purchaser shall take title to and possession of the Purchased Assets, including, without limitation, the Real Property Lease (subject to the procedures provided below in paragraph 11), free and clear of all Interests of any kind or nature whatsoever.

(b) The provisions of this Order authorizing the sale and assignment of the Purchased Assets free and clear of Interests and the Excluded Liabilities, shall be self-executing, and neither the Debtors nor Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate and implement the provisions of this Order.

~~Agreement, and this Order, and (iii) take all other and further actions as may be reasonably~~
necessary to implement the Transaction. The Parties shall have no obligation to proceed with the
Closing of the Agreement until all conditions precedent to their obligations to do so as set forth
in the Agreement have been satisfied or waived. The obligations of Purchaser under the
Agreement to consummate the transactions contemplated therein at the Closing are subject to the
satisfaction of the conditions precedent set forth in Article IX of the Agreement on the Closing
Date.

4. Free and Clear.

(a) Except as otherwise provided herein or in the Agreement, the Debtors are
authorized to transfer the Purchased Assets to Purchaser and, as of the Closing Date, Purchaser
shall take title to and possession of the Purchased Assets, including, without limitation, the Real
Property Lease (subject to the procedures provided below in paragraph 11), free and clear of all
Interests of any kind or nature whatsoever.

(b) The provisions of this Order authorizing the sale and assignment of the
Purchased Assets free and clear of Interests and the Excluded Liabilities, shall be self-executing,
and neither the Debtors nor Purchaser shall be required to execute or file releases, termination
statements, assignments, consents, or other instruments in order to effectuate, consummate and
implement the provisions of this Order.

(c) The Sale Motion shall be deemed to provide sufficient notice as to the sale
and assignment of the Purchased Assets free and clear of all Interests and Excluded Liabilities in
accordance with Rule 6004-1 of the Local Bankruptcy Rules. Following the Closing, no holder
of any Interest on the Purchased Assets or other party in interest may interfere with Purchaser's
use and enjoyment of the Purchased Assets based on or related to such Interest, or any actions

that the Debtors may take in their chapter 11 cases and no party may take any action to prevent, interfere with or otherwise enjoin consummation of the Transaction.

5. Valid Transfer.

(a) As of the Closing Date, the Transaction effects a legal, valid, enforceable and effective sale and transfer of the Purchased Assets to Purchaser and shall vest Purchaser with all right, title, and interest of the Debtors to the Purchased Assets free and clear of (i) all liens, Claims (as defined in Section 101(5) of the Bankruptcy Code), encumbrances, and Interests accruing, arising, or relating thereto any time prior to the Closing Date and (ii) any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership of the Purchased Assets. As of the Closing Date, the Transaction and the Agreement and the instruments contemplated thereby shall be enforceable against and binding upon Purchaser and the Debtors, and shall not be subject to rejection or avoidance by the Debtors or any chapter 11 or chapter 7 trustee of the Debtors and their estates.

(b) ~~Purchaser is hereby authorized in connection with the consummation of the Transaction to allocate the Purchased Assets and the Real Property Lease in accordance with the terms of the Agreement, in a manner as it, in its sole discretion, deems appropriate with all of the rights and protections accorded under this Order and the Agreement, and the Debtors shall cooperate with and take all actions reasonably requested by Purchaser to effectuate any of the foregoing.~~ *Notwithstanding anything to the contrary in (i) this Order, and (ii) the rulings of the Court. at the hearing held on September 17, 2013,*

6. General Assignment. On the Closing Date, this Order shall be construed as, and shall constitute for any and all purposes, a full and complete general assignment, conveyance and transfer of the Debtors' interests in the Purchased Assets or a bill of sale transferring good and marketable title in the Purchased Assets. Each and every federal, state,

and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the Transaction.

7. Injunction. Except as otherwise provided herein or in the Agreement, all persons and entities, including, but not limited to, the Debtors' employees, former employees, all debt security holders, equity security holders, administrative agencies, governmental, tax and regulatory authorities, secretaries of state, federal, state and local officials, lenders, contract parties, lessors, parties to or beneficiaries under any benefit plan, customers, trade creditors and all other creditors, holding Interests of any kind or nature whatsoever against or in the Debtors or in the Debtors' interests in the Purchased Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, known or unknown, liquidated or unliquidated, senior or subordinated), arising under or out of, in connection with, or in any way relating to, such Purchased Assets or with respect to any Interests arising out of or related to the Transaction, shall be and hereby are forever barred, estopped and permanently enjoined from commencing, prosecuting or continuing in any manner any action or other proceeding of any kind relating to the Purchased Assets or their claims against the Debtors, Purchaser, their respective property, successors and assigns, alleged or otherwise, their respective Affiliates, or such Purchased Assets. Notwithstanding the foregoing, nothing herein shall prevent (i) the Committee or the Petitioning Creditors from prosecuting the Yucaipa Litigation; (ii) the First Lien Agents, Requisite Lenders or the Petitioning Creditors from participating in the Yucaipa Litigation, or (iii) the First Lien Agents, the Requisite Lenders or the Petitioning Creditors from prosecuting any other claims or causes of action against Yucaipa (or Yucaipa from asserting any defense or counterclaim thereto). Further, nothing in this Order shall affect Yucaipa's rights (if any) under the First Lien Credit Documents or applicable state law arising from or relating to any

interest in, or distribution from, Purchaser that Yucaipa receives (or alleges it is entitled to receive).

8. Release of Interests. Except as otherwise provided herein or in the Agreement, this Order (i) shall be effective as a determination that, on the Closing Date, all Interests of any kind or nature whatsoever existing as to the Purchased Assets before the Closing Date have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected, and (ii) shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Purchased Assets.

9. Direction to Release Interests. Except as otherwise provided herein or in the Agreement, on the Closing Date, the Debtors' creditors who have received notice of the Sale Hearing are authorized and directed to execute such documents and instruments and to take all other actions as may be reasonably necessary to document and effectuate the release of their Interests in the Purchased Assets, if any, as such Interests may have been recorded or may otherwise exist. If any such creditor fails to execute any such documents or instruments or take any such actions, Purchaser is authorized to execute such documents and instruments and to take such actions on behalf of the creditor so as to document the release of such Interests, and all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of

deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Purchased Assets are ordered and directed to accept such documents, instruments and actions so as to release the Interests and to reflect that release on their records.

10. No Successor Liability.

(a) To the extent permitted under applicable law, Purchaser, its Affiliates, designees, successors and assigns shall not be deemed, as a result of any action taken in connection with the transfer of the Purchased Assets, to (i) be a successor to the Debtors or their estates, (ii) have, *de facto* or otherwise, merged or consolidated with or into the Debtors or their estates, or (iii) be a continuation or substantial continuation of the Debtors or any enterprise of the Debtors, and Purchaser, Affiliates, designees, successors and assigns shall have no successor or vicarious liability of any kind or character, including, but not limited to, under any theory of antitrust, environmental, successor, assignee or transferee liability, labor and employment law, WARN Act, *de facto* merger or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date, including, but not limited to, liabilities on account of any taxes or other government fees, contributions or surcharges arising, accruing or payable under, out of, in connection with, or in any way relating to, the operation of the Purchased Assets prior to the Closing Date. Except as otherwise provided herein or in the

Agreement, the transfer of the Purchased Assets to Purchaser pursuant to the Agreement shall not result in Purchaser, its Affiliates, designees, successors, assigns, members, or shareholders, or the Purchased Assets, having any liability or responsibility for, or being required to satisfy in any manner, whether in law or in equity, whether by payment, setoff or otherwise, directly or indirectly, (i) any claim against the Debtors or against any insider of the Debtors, or (ii) any Interest. Purchaser has given substantial consideration under the Agreement to the Debtors' estates. The consideration given by Purchaser shall constitute valid and valuable consideration for the releases of any potential claims of successor liability of Purchaser, which releases shall be deemed to have been given in favor of Purchaser by all holders of Interests against the Debtors or the Purchased Assets.

(b) Upon the Closing, and except as otherwise provided herein or as otherwise expressly provided in the Agreement with respect to the Purchased Assets, Purchaser shall not be liable for any claims against, and liabilities and obligations of, the Debtors or any of the Debtors' predecessors or Affiliates. Without limiting the generality of the foregoing, (i) other than as specifically set forth herein and in the Agreement, Purchaser shall have no liability or obligation (x) under or in respect of any claims or liabilities under any contract other than the Real Property Lease.

11. Assumption and Assignment of Real Property Lease

(a) The Agreement contemplates the Debtors' assumption and assignment to Purchaser of that certain Lease Agreement, dated as of February 2, 2007 between The City of New York Department of Small Business Services ("Lessor") and Axis Group, Inc., together with those subleases related thereto (the "Real Property Lease"). Purchaser has provided Lessor with notice of Purchaser's intent to seek the Debtors' assumption and assignment

to Purchaser of the Real Property Lease. Purchaser shall confer with Landlord to (i) provide Lessor adequate assurance of Purchaser's future performance under the Real Property Lease and (ii) resolve any dispute regarding the Cure Cost owing to Lessor under the Real Property Lease. If Purchaser and Lessor are unable to consensually resolve the amount of the Cure Cost or Lessor believes it has not been provided adequate assurance of future performance, Lessor shall file an objection ("Assumption Objection") to the assumption and assignment of the Real Property Lease within forty-five (45) days after entry of this Sale Order (or such further date on consent of Purchaser). If no Assumption Objection is filed in accordance with this paragraph 11, (a) Lessor shall be deemed to have received adequate assurance of Purchaser's future performance on the Real Property Lease; (b) the Cure Cost required to cure all defaults on the Real Property Lease shall be deemed fixed at the amount provided in the Agreement; and (c) the Debtors' assumption and assignment of the Real Property Lease free and clear of all Interests shall be approved, without further order of the Court, and the requirements of Bankruptcy Code sections 365(b) and 365(f) with respect thereto shall be deemed to have been satisfied. If Lessor timely files an Assumption Objection, the Real Property Lease shall not be assumed and assigned to Purchaser absent entry of a further Court order.

(b) In the absence of a timely Assumption Objection or upon entry of a further Court order authorizing the assumption and assignment of the Real Property Lease, then upon Closing and payment of the Cure Cost: (i) Purchaser shall be fully and irrevocably vested with all right, title and interest of Axis Group, Inc. under the Real Property Lease; (ii) Purchaser shall effect a cure of all defaults existing under the Real Property Lease as of the Closing Date; and (iii) Purchaser shall compensate Lessor for any actual pecuniary loss to Lessor resulting from such default; (iv) the Debtors shall be relieved from any liability for any breach of the Real

Property Lease occurring thereafter pursuant to Bankruptcy Code section 365(k); (v) the Real Property Lease shall be transferred to, and remain in full force and effect for the benefit of, Purchaser in accordance with its respective terms, notwithstanding any provision in the Real Property Lease that prohibits, restricts or conditions such assignment or transfer; (vi) Lessor shall be forever barred, estopped, and enjoined from raising or asserting against the Debtors and their estates, or Purchaser or its Affiliates, or the property of each, including, without limitation, the Purchased Assets, any fee, default, breach, claim, pecuniary loss, liability or obligation (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinate) arising under or related to the Real Property Lease existing as of the Closing Date or arising by reason of the Closing; (vii) there shall be no accelerations, assignment fees, modifications, increases (including advertising rates) or any other fees charged to Purchaser, its Affiliates or the Debtors as a result of the assumption and assignment of the Real Property Lease. Any provisions in the Real Property Lease that prohibit or condition the assignment of the Real Property Lease or allow the counter-party to the Real Property Lease to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition upon the assignment of such agreement shall either be deemed satisfied or to constitute unenforceable anti-assignment provisions that shall be void and of no force or effect but only in connection with the assignment of the Real Property Lease; (viii) the failure of the Debtors or Purchaser to enforce at any time one or more terms or conditions of the Real Property Lease shall not be a waiver of such terms or conditions or of the right of the Debtors or the Purchaser, as the case may be, to enforce every term and condition of the Real Property Lease; (ix) the validity of the assumption and assignment of the Real Property Lease to Purchaser shall not be affected by any existing dispute between any of the Debtors and the counter-party to the

Real Property Lease and (x) Lessor shall be deemed to have consented for the purposes of section 365(e)(2)(A)(ii) of the Bankruptcy Code.

12. Binding Effect of Order. This Order shall be binding upon and shall govern the acts of all persons and entities, including without limitation all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Purchased Assets. The terms and provisions of the Agreement and this Order shall be binding in all respects upon each of the Debtors and their successors or assigns, their estates, all creditors of (whether known or unknown) and holders of equity interests in the Debtors, Purchaser and their respective Affiliates, successors and assigns, and any affected third parties, including, but not limited to, all persons asserting Interests in the Purchased Assets and Landlord, notwithstanding any subsequent appointment of any trustee of the Debtors under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding. This Order and the Agreement shall inure to the benefit of the Debtors, their estates, their creditors, Purchaser, and its respective Affiliates, successors and assigns.

13. Fair Consideration; Bankruptcy Code Section 363(n). The Purchase Price under the Agreement constitutes (a) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, (b) fair consideration under the Uniform Fraudulent Conveyance Act and (c) reasonably equivalent value, fair consideration and fair value under any other applicable laws of the United States, any state, territory or possession, or the District of

Columbia. The Transaction may not be avoided, or costs or damages imposed on or awarded against any party in interest in these bankruptcy cases under Section 363(n) or any other provision, of the Bankruptcy Code.

14. Good Faith. The Transaction was negotiated at arm's-length and was undertaken by the Debtors and Purchaser without collusion and in good faith, as that term is used in Bankruptcy Code section 363(m) and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Transaction shall not affect the validity of the Transaction (including the assumption, assignment and sale of the Real Property Lease) unless such authorization is duly stayed pending such appeal. Purchaser is a good-faith purchaser of the Purchased Assets, and is entitled to and granted all of the benefits and protections afforded by Bankruptcy Code section 363(m).

15. Surrender of Possession. Except as otherwise expressly provided in the Agreement, all persons or entities, presently on or after the Closing Date, in possession of some or all of the Purchased Assets are directed to surrender possession of the Purchased Assets to Purchaser on the Closing Date or at such time thereafter as Purchaser may request. The Debtors agree to exercise commercially reasonable efforts to assist Purchaser in assuring that all entities that are presently, or on the Closing Date may be, in possession of some or all of the Purchased Assets in which the Debtors hold an interest will surrender possession of the Purchased Assets either to (i) the Debtors before the Closing Date, or (ii) Purchaser on or after the Closing Date.

16. Bulk Sales Law. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to any of the Transaction.

17. Retention of Jurisdiction. This Court retains exclusive jurisdiction, to, among other things, interpret, implement, and enforce the terms and provisions of this Order and

the Agreement, all amendments thereto and any waivers and consents thereunder, an ancillary agreements executed in connection with the Transaction, including, but not limited to, retaining jurisdiction to (i) compel delivery of the Purchased Assets to Purchaser; (ii) compel delivery of the Purchase Price or performance of other obligations owed to the Debtors; (iii) interpret, implement and enforce the provisions of this Order and the Agreement; (iv) adjudicate, if necessary, any and all disputes arising out of, concerning or otherwise relating in any way to the Transaction; (v) protect Purchaser against any Interests in the Debtors or the Purchased Assets of any kind or nature whatsoever; and (vi) to determine any dispute concerning the Disposition Value or the Appraised Value of any Purchased Asset solely for the purpose of resolving any disputes regarding the Post-Closing Claim Contribution Amount.

18. Non-Material Modifications. The Agreement and any related agreements, documents or other instruments may be waived, modified, amended or supplemented by agreement of the parties thereto, in a writing signed by such parties, and in accordance with the terms thereof, without further action or order of the Court, provided that any such waiver, modification, amendment or supplement does not have a material adverse effect on the Debtors' estates.

19. Subsequent Plan Provisions. Nothing contained in any chapter 11 plan confirmed in the Debtors' cases or any order confirming any such plan or in any other order in these chapter 11 cases (including any order entered after any conversion of any or all of these cases to cases under chapter 7 of the Bankruptcy Code) shall alter, conflict with, or derogate from the provisions of the Agreement or this Order.

20. Failure to Specify Provisions. The failure to specifically refer to any particular provisions of the Agreement in this Order shall not diminish or impair the

effectiveness of such provisions, it being the intent of the Court that the Agreement be authorized and approved in its entirety; provided, however, that this Order shall govern if there is any inconsistency between the Agreement (including all ancillary documents executed in connection therewith) and this Order. Likewise, all of the provisions of this Order are non-severable and mutually dependent.

21. Automatic Stay. To the extent applicable, the automatic stay pursuant to section 362 of the Bankruptcy Code is hereby lifted with respect to the Debtors to the extent necessary, without further order of the Court (a) to allow Purchaser to give the Debtors any notice provided for in the Agreement, and (b) to allow Purchaser to take any and all actions contemplated or permitted by the Agreement.


22. No Stay of Order. Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d), this Order shall not be stayed and it shall be effective and enforceable immediately upon its entry. Time is of the essence in closing the Transaction and the Debtors and Purchaser intend to close the Transaction as soon as practicable. Any party objecting to this Order must exercise due diligence in filing an appeal and pursuing a stay, or risk its appeal being dismissed as moot.

23. Confidentiality Agreements. The Debtors are authorized to enforce their rights under any confidentiality agreements they entered into with other potential bidders with respect to the Purchased Assets for the benefit of Purchaser for the term of each respective confidentiality agreement.

24. Further Assurances. From time to time, as and when requested by any party, each party to the Agreement shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such

further or other actions as such other party may reasonably deem necessary or desirable to consummate the Transaction, including such actions as may be necessary to vest, perfect or confirm, of record or otherwise, in Purchaser its right, title and interest in and to the Purchased Assets.

Dated: September 30, 2013
Wilmington, Delaware

A handwritten signature in black ink, appearing to read 'CS', is written over a horizontal line.

HONORABLE CHRISTOPHER S. SONTCHI,
UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT A
TO
SALE ORDER**

Asset Purchase Agreement

SRZ DRAFT 9/16/13

ASSET PURCHASE AGREEMENT

by and among

[REDACTED]

as Purchaser,

and

ALLIED SYSTEMS HOLDINGS, INC.

and

**THE SUBSIDIARIES OF ALLIED SYSTEMS HOLDINGS, INC.
SET FORTH ON THE SIGNATURE PAGES HERETO,**

as Sellers

DATED AS OF SEPTEMBER [●], 2013

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement"), dated as of September [●], 2013 (the "Execution Date"), is entered into by and among Allied Systems Holdings, Inc., a Delaware corporation ("Allied"), the subsidiaries of Allied set forth on the signature pages hereto (collectively with Allied, "Sellers" and each, a "Seller") and [____], a Delaware limited liability company (the "Purchaser"). Sellers and Purchaser are sometime individually referred to in this Agreement as a "Party" and collectively as the "Parties." Certain capitalized terms used herein are defined in Article X.

RECITALS

WHEREAS, Sellers own or lease certain real property and own certain equipment, and Purchaser desires to purchase the Owned Real Property and Equipment, and to assume the lease for the Leased Real Property, pursuant to the terms of this Agreement;

WHEREAS, each Seller is (i) a debtor and debtor in possession in those certain bankruptcy cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the "Bankruptcy Code") filed on May 17, 2012 in the United States Bankruptcy Court for the District of Delaware (the "U.S. Bankruptcy Court"), as jointly administered under Case No. 12-11564 (CSS) (collectively, the "Chapter 11 Case"), and/or (ii) a debtor in those certain cases under Part IV of the *Companies' Creditors Arrangement Act* (the "CCAA") filed on June 12, 2012 in the Ontario Superior Court of Justice (the "Canadian Court"), and together with the U.S. Bankruptcy Court, the "Bankruptcy Courts"), as administered under Court File No. 12-CV-9757-00CL (the "CCAA Case"), and together with the Chapter 11 Case, the "Bankruptcy Cases");

WHEREAS, Sellers have received approval from the Bankruptcy Courts to conduct a sales process for all or substantially all of the Sellers' assets in accordance with the Bidding Procedures Order;

WHEREAS, in connection with the Bankruptcy Cases and subject to the terms and conditions contained herein and following the entry of the Sale Orders confirming the Purchaser as the winning bidder for the Purchased Assets and subject to the terms and conditions thereof, (i) Sellers shall sell, transfer and assign to the Purchaser, and the Purchaser shall purchase and acquire from Sellers, the Purchased Assets free and clear of all Encumbrances and Liabilities (other than Permitted Encumbrances and Assumed Liabilities), and (ii) the Purchaser shall assume from Sellers the Assumed Liabilities all as more specifically provided herein and in the Sale Orders.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Purchaser and Sellers hereby agree as follows:

ARTICLE I.

PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

1.1 Purchase and Sale of Assets Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and Sections 36 and 49 of the CCAA and on the terms and subject to the conditions set forth in this Agreement and the Sale Orders, the Purchaser shall purchase, acquire and accept from each Seller, and each Seller shall sell, transfer, assign, convey and deliver to the Purchaser, on the Closing Date, all of the Sellers' right, title and interest in, to and under the following (collectively, the "Purchased Assets");

- (a) the Owned Real Property and any Personal Property related thereto;
- (b) the Leased Real Property and any Personal Property related thereto;
- (c) the Equipment;
- (d) all Documents used in or relating to or in respect of the Owned Real Property, Leased Real Property, Equipment, or Assumed Liabilities;
- (e) all Contracts related to the Owned Real Property, Leased Real Property, or Equipment with suppliers and vendors, and all rights pursuant thereto, entered into on or prior to the Closing Date by any Sellers (collectively, the "Assumed Vendor Contracts");
- (f) all deposits and prepaid expenses of Sellers related to the Owned Real Property, Leased Real Property, Equipment, or Assumed Liabilities, including but not limited to (i) security deposits, (ii) rebates, (iii) tenant reimbursements, (iv) pre-payments, and (v) unearned insurance premiums, in each case other than in connection with any Excluded Liabilities;
- (g) to the extent assignable or transferable in accordance with the terms and conditions of the applicable Permits or under applicable Law, all Permits and all pending applications therefor in connection with the Purchased Assets (collectively, the "Transferable Permits");
- (h) to the extent the assignment or transfer thereof is not prohibited by applicable Law or the Sale Orders, all rights, claims, credits, causes of action or rights of set off with respect to third parties relating to the Owned Real Property, Leased Real Property, Equipment, or Assumed Liabilities, including rights under vendors' and manufacturers' warranties, indemnities, guaranties and, solely to the extent against vendors, suppliers, or other contract counterparties of Sellers that are counterparties to the Assigned Contracts;
- (i) any counterclaims, setoffs or defenses that any Seller may have with respect to any Assumed Liabilities;
- (j) to the extent assignable or transferable in accordance with the terms and conditions of the applicable insurance policies, applicable Law or the Sale Orders all of Sellers' insurance policies related to the Owned Real Property, Leased Real Property, Equipment, or the Assumed Liabilities and rights and benefits thereunder (including, without limitation, (A) all

rights pursuant to and proceeds from such insurance policies and (B) all claims, demands, proceedings and causes of action asserted by any Seller under such insurance policies relating directly to the Owned Real Property, Leased Real Property, Equipment, or any Assumed Liability);

(k) copies of all Tax Returns or Tax Records of Sellers related to any Purchased Asset;

(l) the Contracts set forth in Schedule 4 pursuant to which Sellers have subleased or granted to any Person the right to access, enter upon, use, occupy, lease, manage, operate, maintain, broker or purchase any portion of Sellers' interest in the Real Property (collectively, the "Real Property Subleases");

(m) any Contract added to the definition of Purchased Assets in accordance with Section 1.5; and

(n) the proceeds of any of the foregoing Purchased Assets to the extent sold, transferred or otherwise disposed of by Sellers (with the prior written consent of Purchaser) prior to the Closing.

1.2 [Intentionally Omitted]

1.3 Assumption of Liabilities. On the terms and subject to the conditions set forth in this Agreement and the Sale Orders, the Purchaser shall assume only the following Liabilities of Sellers (collectively, the "Assumed Liabilities");

(a) (i) all Cure Costs and (ii) any and all Liabilities of Sellers under each Assigned Contract arising on or after the Closing Date and related to such Assigned Contract;

(b) any and all Liabilities for Transfer Taxes as provided in Section 11.1(a); and

(c) any Liability added to the definition of Assumed Liabilities in accordance with Section 1.5.

1.4 Excluded Liabilities. Except for the Assumed Liabilities, neither the Purchaser nor any Designated Purchaser shall assume, or become liable for the payment or performance of, any Liabilities of Sellers of any nature whatsoever (collectively, the "Excluded Liabilities"), which Excluded Liabilities shall remain Liabilities of Sellers and shall not be included in the Assumed Liabilities.

1.5 Updates to the Purchased Assets, the Assumed Liabilities and Excluded Liabilities; Cure Costs; Seller Disclosure Schedule Updates.

(a) Notwithstanding anything in this Agreement to the contrary, upon written notice to Sellers, the Purchaser may (in its sole discretion) amend the definitions of the terms Purchased Assets, Assumed Liabilities and Excluded Liabilities to:

(i) include in the definition of Purchased Assets any Contract of any Seller related to the Purchased Assets not previously included in the Purchased Assets, at any time on or prior to the Closing and require Sellers to give notice to the parties to any such Contract;

(ii) exclude from the definition of Purchased Assets any Assigned Contract of any Seller related to the Purchased Assets previously included in the Purchased Assets at any time prior to the Closing;

(iii) exclude from the definition of Purchased Assets any asset, property, interest or right (other than a Contract) of any Seller related to the Purchased Assets at any time prior to the Closing; and

(iv) include in the definition of Assumed Liabilities and to exclude from the definition of Excluded Liabilities, any Liability of any Seller not previously included in the Assumed Liabilities, at any time prior to the Closing and require Sellers to give such notice to any third party as is required for the assumption of such Liability;

provided that no such change of the definition of the Purchased Assets, the definition of the Assumed Liabilities or the definition of the Excluded Liabilities shall increase or decrease the amount of the Purchase Price (except to the extent provided in Section 2.1(a) and Section 2.2).

The Parties acknowledge and agree that changes in the definitions of Purchased Assets, Assumed Liabilities and/or Excluded Liabilities that are permitted pursuant to this Section 1.5(a) may result in changes in the aggregate amount of Assumed Liabilities and Excluded Liabilities and any such changes in the amounts of such Liabilities shall be permitted at any time prior to the applicable deadlines set forth in Sections 1.5(a)(i)-(iv) for changing such definitions

(b) If any change made by the Purchaser pursuant to Section 1.5(a) results in the Seller Disclosure Schedule being incorrect or incomplete, then within five (5) Business Days of such change Sellers shall be permitted to update, in writing to the Purchaser, such Seller Disclosure Schedule solely to the extent necessary to correct or complete such Seller Disclosure Schedule.

(c) If any Contract is added to (or excluded from) the Purchased Assets as permitted by this Section 1.5, Sellers shall promptly take such steps as are reasonably necessary, subject to the Purchaser providing payment or adequate assurance of payment of any Cure Costs, including prompt delivery of notice to the non-debtor counterparty, to cause such Contracts to be assumed by Sellers, and assigned to the Purchaser, on the Closing Date (or excluded under the Sale Orders and this Agreement), other than any consents, approvals, waivers, authorizations or notices that can be overridden or canceled by the Sale Orders or other related order of the Bankruptcy Courts. Without limiting any of the Purchaser's rights pursuant to this Section 1.5, in the event that the Sale Orders do not approve the assignment or transfer of one or more of the Assigned Contracts, or if a non-debtor counterparty to such Assigned Contract objects to the proposed Cure Cost or to the assignment of such Assigned Contract, the Purchaser may, in its sole discretion, prior to the payment of such Cure Cost or the assumption and assignment of such Assigned Contract, exclude such Contract from the Assigned Contracts.

(d) If, subsequent to the entry of the Sales Orders, the Purchaser exercises its rights under Section 12.8 to designate any other Person to be the assignee under any Assigned Contract, the Purchaser shall give prompt notice thereof to Sellers and shall provide such information as may be necessary regarding such designee to evidence such designee's ability to provide adequate assurance of future performance (as required by Section 365 of the Bankruptcy Code). Upon receipt of such notice from Purchaser, Sellers shall promptly take such steps as are reasonably necessary to provide notice to the counterparty to such Assigned Contract (with an opportunity for such counterparty to object). The Purchaser and Sellers agree that, notwithstanding the occurrence of the Closing, the assignment of any such Assigned Contract shall not become effective until the earlier of (i) the passage of the notice period without the filing of any objection by the counterparty and (ii) the entry of an order at the applicable Bankruptcy Court overruling any such objection; provided that if the effective date of assignment of any Assigned Contract is after the Closing due to an exercise of the Purchaser's rights under Section 12.8, the Purchaser shall be liable for any and all liabilities and obligations of the Sellers arising under such Assigned Contract from and after the Closing through and including the effective date of assumption or rejection of such Assigned Contract (excluding any liabilities and obligations relating to rejection of such Assigned Contract), and shall further indemnify the Sellers for any losses or liabilities incurred by Sellers after the Closing as a result of the delay in effectuating the assignment of any such Assigned Contract (excluding, for the avoidance of doubt, any liabilities and obligations relating to rejection of such Assigned Contract).

1.6 No Successors. Neither the Purchaser nor any Designated Purchaser shall be deemed, as a result of any action taken in connection with the purchase of the Purchased Assets, or the operation of the Purchased Assets from and after the Closing, to (a) be a successor, successor employer, or successor in interest (or other similarly situated party) to any of the Sellers (other than with respect to the Assumed Liabilities), (b) have, *de facto* or otherwise, merged with or into any of Sellers or (c) be a continuation or substantial continuation of Sellers or any business of Sellers.

ARTICLE II.

CONSIDERATION

2.1 Consideration.

(a) The aggregate consideration (collectively, the "Purchase Price") to be paid for the purchase of the Purchased Assets shall be in the form of the contribution, release or waiver (as Purchaser may direct in its sole discretion) of amounts otherwise due and owing to the First Lien Lenders the under the First Lien Credit Documents by Sellers and any guarantors (and their respective successor and assigns) equal to the sum of the Initial Claim Contribution Amount (such contribution, release or waiver, the "Initial Claim Contribution") and the Post-Closing Claim Contribution Amount (such contribution, release or waiver, the "Post-Closing Claim Contribution").

(b) In addition to the foregoing consideration, as consideration for the grant, sale, assignment, transfer and delivery of the Purchased Assets, the Purchaser shall assume and discharge the Assumed Liabilities.

2.2 Payment of Post-Closing Claim Contribution Amount. The Post-Closing Claim Contribution (or applicable portion thereof) shall be paid by Purchaser upon (a) each Disposition Event with respect to any Purchased Asset that is the subject of such Disposition Event, and (b) on the first Business Day after the six (6) month anniversary of the Closing Date with respect to any Purchased Asset remaining in the possession or control of Purchaser as of such date. The Post-Closing Claim Contribution in respect of each Disposition Event shall be the Disposition Value of such Purchased Asset. The Post-Closing Claim Contribution for any Purchased Asset not sold, transferred or otherwise disposed of prior to the six (6) month anniversary of the Closing Date shall be the Appraised Value. Purchaser shall provide Sellers with prompt written notice upon the execution of any agreement for the sale, transfer or other disposition of any Purchased Asset, which notice shall include a copy of such agreement and any material ancillary agreements and provide reasonable detail of the terms of the sale, transfer or other disposition, including (without limitation) (w) the name of the purchaser (and whether such purchaser is an Affiliate of Purchaser), any Designated Purchaser, any First Lien Agent or any First Lien Lender, (x) the Purchased Asset(s) included in the proposed sale, transfer or other disposition, (y) the purchase price (including any non-cash consideration), and (z) the means by which offers for the Purchased Asset(s) were solicited. With respect to Purchased Assets that are not sold, transferred or otherwise disposed of by Purchaser prior to the six (6) month anniversary of the Closing Date, Purchaser shall deliver to Sellers promptly after the expiration of such period the Appraised Value, a copy of the underlying appraisal(s) and any supporting documentation. Any dispute regarding the Disposition Value or Appraised Value (including whether such Disposition Value or Appraised Value approximates the fair market Value) of any Purchased Asset shall be resolved in the manner provided in Section 12.6 hereof.

ARTICLE III.

CLOSING AND TERMINATION.

3.1 Closing. Subject to the satisfaction of the conditions set forth in Sections 9.1 and 9.2 hereof or the waiver thereof by the Party entitled to waive the applicable condition, the closing of the purchase and sale of the Purchased Assets, the delivery of the Purchase Price, the assumption of the Assumed Liabilities and the consummation of the other transactions contemplated by this Agreement (the "Closing") shall take place at the New York office of Schulte Roth & Zabel LLP (or at such other place as the Parties may designate in writing), subject to Section 3.4, on the date that is two (2) Business Days following the date on which all of the conditions set forth in Section 9.1 and Section 9.2 have been satisfied (other than conditions that by their nature are to be satisfied at the Closing) or waived by the Party entitled to waive the applicable condition, unless another time or date, or both, are agreed to in writing by the Parties hereto. The date on which the Closing shall be held is referred to in this Agreement as the "Closing Date." Unless otherwise agreed by the Parties in writing, upon the filing of the Information Officer's Certificate, the Closing shall be deemed effective and all right, title and interest of each of Sellers in the Purchased Assets to be acquired by the Purchaser hereunder shall be considered to have passed to the Purchaser and the assumption of all of the Assumed

Liabilities shall be considered to have occurred as of 12:01 a.m. Eastern Time on the Closing Date. Notwithstanding the foregoing, Purchaser shall have the right, in its sole discretion, to acquire the Purchased Assets in one or more Closings, provided that all such Closings shall have occurred by the Outside Date (subject to the extension thereof pursuant to Section 3.4(b)).

3.2 Closing Deliveries by Sellers. At the Closing, Sellers shall deliver to the Purchaser:

(a) a duly executed bill of sale with respect to the Purchased Assets, substantially in the form attached hereto as Exhibit A;

(b) a duly executed assignment and assumption agreement with respect to the Assigned Contracts and Assumed Liabilities, substantially in the form attached hereto as Exhibit B;

(c) true and correct copies of the Sale Orders, certified by the clerks of the applicable Bankruptcy Courts;

(d) a true and correct copy of the Information Officer's Certificate; provided that all events to be certified therein by the Information Officer have occurred; provided further Sellers shall cause the Information Officer's Certificate to be filed with the Canadian Court immediately thereafter;

(e) a duly executed non foreign person affidavit of each Seller (other than any Seller organized in a non-U.S. jurisdiction) (or, in the case of a Seller that is a disregarded entity for U.S. federal income tax purposes, the Person treated as the "transferor" with respect to such Seller within the meaning of Treasury Regulations Section 1.1445-2(b)(2)(iii)) dated as of the Closing Date, sworn under penalty of perjury and in form and substance required under the Treasury Regulations issued pursuant to Section 1445 of the Code, stating that such Seller is not a "foreign person" as defined in Section 1445 of the Code;

(f) the officer's certificates required to be delivered pursuant to Sections 9.2(e) and 9.2(f);

(g) certificates of title and title transfer documents to all Equipment;

(h) special warranty or limited warranty deeds (as customary in the applicable jurisdiction), in recordable form, with respect to each parcel of Owned Real Property included within the Purchased Assets, which deeds shall be expressly made subject to the Permitted Encumbrances and shall otherwise be in the form required or customarily utilized in the applicable jurisdiction, and certifications of Sellers and other documents to be executed and delivered on behalf of Sellers that are normal and customary or required in the closing of real estate transactions in the applicable jurisdiction; provided, however, for purposes of this Section 3.2(h) and Section 9.2(f) below, the term "Permitted Encumbrances" shall include any matter of title or survey, including zoning requirements but excluding monetary Encumbrances, with respect to which Purchaser fails to object in writing to Sellers within thirty (30) days after entry by the U.S. Bankruptcy Court of the U.S. Sale Order;

(i) physical possession of all of the Purchased Assets capable of passing by delivery with the intent that title in such Purchased Assets shall pass by and upon such delivery;

(j) such other documents or instruments that Purchaser reasonably requests at or prior to Closing to effect (or evidence of record) the transactions contemplated hereby;

(k) duly executed lien releases, each in recordable form, evidencing the release of all monetary liens and other Encumbrances and Liabilities on the Purchased Assets (other than permitted Encumbrances and Assumed Liabilities) as of the Closing Date, in form and substance reasonably satisfactory to the Purchaser; and

(l) the Sellers' Documents included in the Purchased Assets.

3.3 Closing Deliveries by the Purchaser. At the Closing, the Purchaser shall deliver to (or at the direction of) Sellers:

(a) the Initial Contribution Amount;

(b) a duly executed assignment and assumption agreement substantially in the form attached hereto as Exhibit B;

(c) the officer's certificates required to be delivered pursuant to Sections 9.1(d) and 9.1(e);

(d) satisfactory evidence of the payment of the Cure Costs (or establishment of appropriate reserves therefor); and

(e) the Purchaser's Documents.

3.4 Termination of Agreement. This Agreement may be terminated as follows:

(a) by the mutual written consent of Allied and the Purchaser at any time prior to the Closing;

(b) by either the Purchaser or Allied, if the Closing shall not have been consummated on or prior to the close of business on December 31, 2013 (the "Outside Date"); *provided, however*, that the Purchaser and Allied shall have the right to extend the Outside Date with respect to any Purchased Asset (or all Purchased Assets) upon such Parties' mutual written agreement on or prior to the Outside Date; *provided, further*, that the right to terminate this Agreement under this Section 3.4(b) shall not be available to any Party whose failure to fulfill any material obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before such date;

(c) by either the Purchaser or Allied, if there shall be any Law that makes consummation of the transactions contemplated hereby illegal or otherwise prohibited, or there shall be in effect a final non-appealable order of a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions

contemplated hereby, it being agreed that the Parties hereto shall promptly appeal any adverse determination which is appealable (and pursue such appeal with reasonable diligence);

(d) [intentionally omitted]

(e) by the Purchaser, if any Chapter 11 Case is converted to a case or cases under Chapter 7 of the Bankruptcy Code and the Chapter 7 trustee in the bankruptcy case notifies the Purchaser in writing that the Chapter 7 trustee does not intend to pursue the transactions contemplated hereunder;

(f) [intentionally omitted]

(g) by the Purchaser, if (A) the U.S. Sale Order shall not have been issued by the U.S. Bankruptcy Court by the close of business on September [●], 2013 and the Canadian Sale Order shall not have been issued by the Canadian Court by the close of business on the day that is ten (10) days after the issuance of the U.S. Sale Order by the U.S. Bankruptcy Court (subject to court availability) or (B) following its entry, and its recognition by the Canadian Court, the Sale Orders (1) shall fail to be in full force and effect or shall have been stayed or reversed and the Sales Orders are not reinstated or such stay has not been lifted prior to the Outside Date, or (2) shall have been modified or amended in any respect without the prior written consent of the Purchaser and Allied; *provided* that the right to terminate this Agreement under this Section 3.4(g) shall not be available to the Purchaser if the Purchaser's failure to fulfill any material obligation under this Agreement has been the cause of, or resulted in, the failure of the Sale Orders to meet these requirements on or before such date. For the avoidance of doubt, the failure to satisfy any condition to Closing set forth in Section 9.2 of this Agreement shall not be deemed a failure of Purchaser to fulfill any obligation of Purchaser hereunder;

(h) [intentionally omitted]

(i) [intentionally omitted];

(j) by Allied, if the Purchaser has breached any representation, warranty, covenant or agreement contained in this Agreement and as a result of such breach the conditions set forth in Section 9.1(c) and/or Section 9.1(d) hereof, as the case may be, would not then be satisfied at the time of such breach; *provided, however*, that if such breach is curable by the Purchaser within thirty (30) days through the exercise of its commercially reasonable efforts, then for so long as the Purchaser continues to exercise such commercially reasonable efforts Sellers may not terminate this Agreement under this Section 3.4(i) unless such breach is not cured within thirty (30) days from written notice to the Purchaser of such breach; *provided, further*, that Sellers are not then in material breach of the terms of this Agreement, and *provided, further*, that no cure period shall be required for a breach which by its nature cannot be cured;

(k) by the Purchaser, if Sellers have breached any representation, warranty, covenant or agreement contained in this Agreement and as a result of such breach the conditions set forth in Section 9.2(d) and/or Section 9.2(e) hereof, as the case may be, would not then be satisfied at the time of such breach; *provided, however*, that if such breach is curable by Sellers within thirty (30) days through the exercise of their respective commercially reasonable efforts, then for so long as Sellers continue to exercise such commercially reasonable efforts the

Purchaser may not terminate this Agreement under this Section 3.4(l) unless such breach is not cured within thirty (30) days from written notice to Sellers of such breach; *provided, further*, that the Purchaser is not then in material breach of the terms of this Agreement, and *provided, further*, that no cure period shall be required for a breach which by its nature cannot be cured;

(l) by the Purchaser, if between the Execution Date and the Closing Date, there occurs a Material Adverse Effect; or

(m) by Allied, if all of the conditions set forth in Section 9.2 have been satisfied (other than conditions that by their nature are to be satisfied at the Closing) or waived and the Purchaser fails to deliver the Initial Claim Contribution at the Closing.

3.5 Procedure Upon Termination. In the event of a termination of this Agreement pursuant to Section 3.4, (a) if such termination is by the Purchaser or Sellers, or both, written notice thereof shall be given promptly by the terminating Party to the other Parties hereto, specifying the provision hereof pursuant to which such termination is made, (b) except as contemplated by Section 3.6, this Agreement shall thereupon terminate and become void and of no further force and effect and (c) the consummation of the transactions contemplated by this Agreement shall be abandoned without further action of the Parties hereto. If this Agreement is terminated as provided herein, each Party shall redeliver all documents, work papers and other material of any other Party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the Party furnishing the same.

3.6 Effect of Termination. In the event that this Agreement is validly terminated as provided herein, then each of the Parties shall be relieved of its duties and obligations arising under this Agreement effective as of the date of such termination and such termination shall be without Liability to the Purchaser or Sellers; *provided, however*, that Section 3.4, Section 3.5, this Section 3.6, and Article XII, shall survive any such termination and shall be enforceable hereunder. In no event shall any termination of this Agreement relieve any Party hereto of any Liability for any willful breach of this Agreement by such Party.

ARTICLE IV.

REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Sellers hereby, jointly and severally, make the representations and warranties in this Article IV to the Purchaser as of the Execution Date and as of the Closing (except with respect to representations and warranties made as of a particular date, which shall be deemed to be made only as of such date), except as qualified or supplemented by Sections in the Seller Disclosure Schedule delivered pursuant to this Agreement (regardless of whether there is an express reference to the Seller Disclosure Schedule in the representations and warranties contained in this Article IV; provided that information furnished in any particular section of the Seller Disclosure Schedule shall not be deemed to be included in any other sections of the Seller Disclosure Schedule unless such information is specifically listed or cross-referenced in such other sections of the Seller Disclosure Schedule), as the same may be amended or modified in accordance with Section 1.5 hereof. Each such Section of the Seller Disclosure Schedule is numbered by reference to representations and warranties in a specific Section of this Article IV.

4.1 Corporate Organization and Qualification. Allied is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware. Each Allied Entity has all requisite corporate, limited liability company or other organizational, as applicable, power and authority to own, lease and operate its properties and to carry on the Business as it is now being conducted, subject to the provisions of the Bankruptcy Code.

4.2 [Intentionally Omitted]

4.3 Authority Relative to This Agreement. Except for such authorization as is required by the Bankruptcy Courts, and subject to and assuming entry of the Sale Orders, each Seller has all requisite corporate, limited liability company or other organizational, as applicable, power, and authority to (a) execute and deliver this Agreement, (b) execute and deliver each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by Sellers in connection with the consummation of the transactions contemplated by this Agreement (the "Sellers' Documents"), and (c) perform its obligations hereunder and thereunder and consummate the transactions contemplated hereby and thereby. Subject to and assuming entry of the Sale Orders, the execution and delivery of this Agreement and the Sellers' Documents, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by all requisite corporate, limited liability company or other organizational, as applicable, action on the part of Sellers. This Agreement has been, and at or prior to the Closing, each of the Sellers' Documents will be, duly and validly executed and delivered by each Seller and (assuming the due authorization, execution and delivery by the other Parties hereto and thereto, and the entry of the Sale Orders) this Agreement constitutes, and each of the Sellers' Documents when so executed and delivered will constitute, legal, valid and binding obligations of each Seller, enforceable against each Seller in accordance with its respective terms except as enforceability may be limited by bankruptcy, insolvency, reorganization and moratorium Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies (collectively, "Bankruptcy Exceptions").

4.4 Conflicts; Consents of Third Parties.

(a) Except as set forth on Section 4.4(a) of the Seller Disclosure Schedule, except for such consents, approvals, waivers, authorizations or notices that can be overridden or canceled by the Sale Orders or other related order of the Bankruptcy Courts and subject to and assuming entry of the Sale Orders, none of the execution and delivery by Sellers of this Agreement or any Sellers' Document, the consummation of the transactions contemplated hereby or thereby, or compliance by Sellers with any of the provisions hereof or thereof will conflict with, or result in any violation of or constitute a breach or default (with or without notice or lapse of time, or both) under, or give rise to a right of acceleration, payment, amendment, termination or cancellation under any provision of (i) Allied's certificate of incorporation, Allied's bylaws, or the certificate of incorporation or bylaws (or other comparable organizational documents) of any of the other Allied Entities; (ii) any order of any Governmental Body applicable to any of the Purchased Assets as of the Execution Date; or (iii) any applicable Law, other than in the case of clauses (ii) and (iii), such conflicts, violations, defaults, terminations or cancellations that would not have, individually or in the aggregate, a Material Adverse Effect.

(b) Except as set forth on Section 4.4(b) of the Seller Disclosure Schedule, no order, Permit or declaration or filing with, or notification to, any Governmental Body is required on the part of the Allied Entities in connection with the execution and delivery of this Agreement or the Sellers' Documents, the compliance by Sellers with any of the provisions hereof or thereof, the consummation of the transactions contemplated hereby or thereby or the taking by the Allied Entities of any other action contemplated hereby or thereby, except for (i) the entry of the Sale Orders, and (ii) such other orders, Permits, declarations, filings and notifications, the failure of which to obtain or make would not have, individually or in the aggregate, a Material Adverse Effect.

4.5 [Intentionally Omitted].

4.6 Litigation. Except in connection with the Bankruptcy Cases and except as set forth in Section 4.6 of the Seller Disclosure Schedule, there is no material litigation, action, claim, suit, proceeding, or, to the Knowledge of Sellers, investigation (collectively, "Actions"), pending, or, to the Knowledge of Sellers, threatened against any Allied Entity relating to the Purchased Assets.

4.7 [Intentionally Omitted].

4.8 [Intentionally Omitted].

4.9 Regulatory Matters: Permits.

(a) All of the material Permits that are necessary for the ownership of the Purchased Assets are held by the Allied Entities and are in full force and effect, except as a result of the Bankruptcy Cases (collectively, the "Material Permits").

(b) Each Allied Entity is in material compliance with its obligations under each of the Material Permits, except as a result of the Bankruptcy Cases.

(c) Each Material Permit is valid and in full force and effect and there is no proceeding, notice of violation, order of forfeiture or complaint or investigation against any Allied Entity relating to any of the Material Permits pending or, to the Knowledge of the Seller, threatened, before any Governmental Body, in each case except as a result of the Bankruptcy Cases and except as would not have, individually or in the aggregate, a Material Adverse Effect.

4.10 Brokers and Finders. Except as set forth in Section 4.10 of the Seller Disclosure Schedule, Sellers have not employed, and to the Knowledge of Sellers, no other Person has made any arrangement by or on behalf of Sellers with any investment banker, broker, finder, consultant or intermediary in connection with the transactions contemplated by this Agreement which would be entitled to any investment banking, brokerage, finder's or similar fee or commission in connection with this Agreement or the transactions contemplated hereby.

4.11 Title to Assets. At Closing, the Allied Entities will have and shall convey to the Purchaser at the time of the transfer of the Purchased Assets to the Purchaser good and marketable title or a valid leasehold interest in and to each of the Purchased Assets free and clear of all Encumbrances (other than Permitted Encumbrances) and Liabilities (other than Assumed

Liabilities). At Closing, the Allied Entities will have and shall convey to the Purchaser at the time of the transfer of the Purchased Assets to the Purchaser valid leasehold interests in the Leased Real Property, free and clear of all Encumbrances (other than Permitted Encumbrances) and Liabilities (other than Assumed Liabilities).

4.12 Real Property.

(a) Section 4.12(a) of the Seller Disclosure Schedule sets forth the street address of each Owned Real Property. As of the Closing the Allied Entities will have good and marketable, indefeasible, fee simple title to the Owned Real Property subject only to Permitted Encumbrances. Sellers have made available to the Purchaser true, correct and complete copies of the recorded deeds and other instruments by which the Allied Entities acquired the Owned Real Property.

(b) Subject to Permitted Encumbrances, the lease and subleases with respect to the Leased Real Property are in full force and effect and grant the Allied Entities the right to use and occupy the Leased Real Property in accordance with the terms thereof. Sellers have made available to the Purchaser a true, correct and complete copy of the lease governing the Leased Real Property. With respect to the lease governing the Leased Real Property, no Allied Entity owes any brokerage commissions or finder's fees with respect to such lease which is not paid or accrued in full.

(c) Except as set forth on Section 4.12(c) of the Seller Disclosure Schedule, the Allied Entities have not (i) leased, subleased or granted to any Person the right to access, enter upon, use, occupy, lease, manage, operate, maintain, broker or purchase any portion of the Allied Entities' interest in the Real Property, that is not otherwise a Permitted Encumbrance or that will not otherwise be terminated on or prior to the Closing Date; (ii) no renewal or extension options have been granted to any tenants (or subtenants) on the Real Property; except as set forth in the governing lease, sublease or other document (true correct and complete copies of which have been made available to Purchaser); (iii) no tenant has an option to purchase any Owned Real Property; (iv) no tenant is entitled to rental concessions or abatements for any period subsequent to the Closing Date except as set forth in the governing lease, sublease or other document; (v) no action or proceeding instituted against an Allied Entity by any tenant of the Real Property is presently pending in any court; and (vi) there are no security deposits, except as set forth in the governing lease, sublease or other document.

(d) Utilities and other services necessary for the operation of the premises leased pursuant to each Real Property Lease are available at such premises.

(e) Except for the Assumed Liabilities and Permitted Encumbrances, as of the Closing no Real Property that is included in the Purchased Assets will be subject to (i) any Liabilities or Encumbrances, or (ii) any decree, order or action of a Governmental Body (or, to the Knowledge of Sellers, threatened decree or order of a Governmental Body) that would prevent the operation of such Real Property for the purposes for which it is currently being utilized.

4.13 Compliance with Law. Each Allied Entity is in compliance in all respects with all applicable Laws with respect to the Purchased Assets, including, without limitation, the Americans with Disabilities Act and all state and local ordinances relating to the Owned Real Property and the Leased Real Property. No Allied Entity has received any written notice of any alleged violation of any Law applicable to it or them related to the Purchased Assets. No Allied Entity is in default in any respect of any order of any Governmental Body applicable to the Purchased Assets or the transactions contemplated under this Agreement.

4.14 Tax Returns; Taxes. Except as set forth in Section 4.14 of the Seller Disclosure Schedule:

(a) All Taxes due and payable by the Allied Entities in respect of the Purchased Assets (whether or not shown on any Tax Return) have been paid in full or are accrued as Liabilities for Taxes on the books and records of the Allied Entities. The accruals and reserves with respect to Taxes (other than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) are adequate to cover all Taxes of the Allied Entities with respect to the Purchased Assets accruing or payable with respect to Tax Periods (or portions thereof) ending before the Execution Date.

(b) No claims have been asserted in writing, no Taxes have been assessed and no proposals or deficiencies for any amount of Taxes of the Allied Entities are being asserted or, to the Knowledge of Sellers, are being proposed or threatened, and no audit or investigation of any Tax Return of the Allied Entities is currently underway, pending or, to the Knowledge of Sellers, threatened, in each case with respect to any of the Purchased Assets.

(c) There are no Encumbrances for Taxes with respect to the Purchased Assets, nor is there any such Encumbrance that, to the Knowledge of Sellers, is pending or threatened other than Permitted Encumbrances.

(d) None of the Allied Entities has executed or filed with any Governmental Body any agreement or waiver extending the period for assessment, reassessment or collection of any material Taxes with respect to the Purchased Assets. No Allied Entity has made an election, nor is any Allied Entity required, to treat any Purchased Asset as owned by another Person or as tax-exempt bond financed property or tax-exempt use property within the meaning of Section 168 of the Code or under any comparable provision of state or local Tax law.

(e) None of the Allied Entities has engaged in any "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4(b).

(f) No Canadian Seller has been, and is not now a financial institution for the purposes of the Excise Tax Act (Canada). Each Canadian Seller is a registrant for the purposes of the *Excise Tax Act* (Canada) and its registrant number is set forth on Section 4.14 of the Seller Disclosure Schedule.

(g) The Canadian Sellers will have paid and satisfied all Canadian federal and provincial sales Taxes, goods and services Taxes, harmonized sales Taxes and other similar Taxes applicable to the Purchased Assets sold by the Canadian Sellers (other than on the transfer

thereof to the Purchaser) with respect to all periods prior to the Closing to the extent such Taxes are due and remittable on or before the Closing under applicable Law. [STILL REQUIRED?]

(h) None of the Purchased Assets constitutes "taxable Canadian property" for the purposes of the *Income Tax Act* (Canada) to an Allied Entity that is not a Canadian Seller.

(i) Each Canadian Seller is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).

4.15 [Intentionally Omitted].

4.16 [Intentionally Omitted].

4.17 [Intentionally Omitted]

4.18 Insurance Policies. All insurance policies owned or held by any Allied Entity related to or otherwise applicable to the Purchased Assets (the "Insurance Policies") (or substitute policies with substantially similar terms and underwritten by insurance carriers with substantially similar or higher ratings) are in full force and effect, all premiums with respect thereto covering all periods up to and including the Closing Date have been paid (or will be paid prior to the Closing), and no written notice of cancellation or termination has been received by any Allied Entity with respect to any Insurance Policy. Except as set forth in Section 4.18 of the Seller Disclosure Schedule, there are no pending, or to the Knowledge of Sellers, threatened claims under any Insurance Policy.

4.19 Environmental Matters. Except as set forth in Section 4.19 of the Seller Disclosure Schedule, to the Knowledge of Sellers (a) there is no investigation, suit, claim, action or judicial or administrative proceeding relating to or arising under Environmental Laws that is pending or, to the Knowledge of Sellers, threatened against any Owned Real Property, the Leased Real Property or any of the other Purchased Assets, (b) none of the Owned Real Property or Leased Real Property has been listed on the federal National Priorities List under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or any other similar state list of known or suspected contaminated sites, (c) no Hazardous Materials have been treated, stored or Released by any Allied Entity or, to the Knowledge of the Sellers by any other Person at, on or under the Owned Real Property or Leased Real Property in any manner or concentration that requires investigation, removal or remediation under Environmental Laws or would otherwise cause any Allied Entity or any future owner or operator of any Owned Real Property or Leased Real Property to incur material liability under Environmental Laws, and (d) no Allied Entity has received any notice of or entered into any order, settlement, judgment, injunction or decree involving uncompleted, outstanding or unresolved obligations, liabilities or requirements relating to or arising under Environmental Laws.

4.20 [Intentionally Omitted].

4.21 [Intentionally Omitted].

4.22 [Intentionally Omitted].

4.23 [Intentionally Omitted].

4.24 [Intentionally Omitted].

4.25 [Intentionally Omitted].

4.26 [Intentionally Omitted].

4.27 [Intentionally Omitted].

4.28 No Other Representations or Warranties. No Seller nor any other Person has made or is making any express or implied representation or warranty with respect to the Purchased Assets, the Assumed Liabilities or the transactions contemplated by this Agreement, and Sellers disclaim any other representations or warranties, whether made by Sellers, any Affiliate of Sellers or any of their respective Representatives. Except for the representations and warranties contained in this Article IV (as modified by the Seller Disclosure Schedule), Sellers expressly disclaim and negate any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Purchased Assets (including any implied or express warranty of merchantability or fitness for a particular purpose). Notwithstanding anything contained in this Agreement to the contrary, Sellers acknowledge and agree that the Purchaser is not making any representations or warranties whatsoever, express or implied, beyond those expressly given by the Purchaser in Article V (as modified by the Purchaser Disclosure Schedule). Sellers further represent that neither the Purchaser nor any of its Affiliates or any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding the Purchaser or any of its Affiliates or the transactions contemplated by this Agreement not expressly set forth in this Agreement.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby makes the representations and warranties in this Article V to Sellers as of the Execution Date and the Closing Date (except with respect to representations and warranties made as of a particular date, which shall be deemed to be made only as of such date), except as qualified or supplemented by Sections in the Purchaser Disclosure Schedule attached hereto:

5.1 Organization and Qualification. The Purchaser is a limited liability company duly organized, validly existing and in good standing under the Laws of its jurisdiction of formation. The Purchaser is qualified and in good standing as a foreign entity in each jurisdiction where the properties owned, leased or operated, or the business conducted by it require such qualification except as would not have or reasonably be expected to have a material adverse effect on the Purchaser's ability to consummate the transactions contemplated by this Agreement. The Purchaser has all requisite limited liability company power and authority to own its properties and to carry on its business as it is now being conducted except as would not have or reasonably be expected to have a material adverse effect on the Purchaser's ability to consummate the transactions contemplated by this Agreement.

5.2 Authority Relative to This Agreement. The Purchaser has the requisite limited liability company power and authority to (a) execute and deliver this Agreement, (b) execute and deliver each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by the Purchaser in connection with the consummation of the transactions contemplated hereby and thereby, which are set forth on Section 5.2 of the Purchaser Disclosure Schedule attached hereto (the "Purchaser's Documents"), and (c) perform its obligations hereunder and thereunder and consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by the Purchaser of this Agreement and each applicable Purchaser's Document have been duly authorized by all necessary limited liability company action on behalf of the Purchaser. This Agreement has been, and at or prior to the Closing each applicable Purchaser's Document will be, duly and validly executed and delivered by the Purchaser and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and each the Purchaser's Document when so executed and delivered will constitute, legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with their respective terms, subject to the Bankruptcy Exceptions.

5.3 Consents and Approvals; No Violation.

(a) Except as set forth on Section 5.3(a) of the Purchaser Disclosure Schedule, none of the execution and delivery by the Purchaser of this Agreement or the Purchaser's Documents, the consummation of the transactions contemplated hereby or thereby, or the compliance by the Purchaser with any of the provisions hereof or thereof will conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of acceleration, payment, amendment, termination or cancellation under any provision of (i) the governing documents of the Purchaser, (ii) any Contract (including but not limited to any Contracts related to financing) or Permit to which the Purchaser is a party or by which the Purchaser or its properties or assets are bound, (iii) any order of any Governmental Body applicable to the Purchaser or by which any of the properties or assets of the Purchaser are bound, or (iv) any applicable Law, other than in the case of clauses (ii), (iii), and (iv), except as would not have or reasonably be expected to have a material adverse effect on the Purchaser's ability to consummate the transactions contemplated by this Agreement.

(b) No consent, waiver, approval, order, Permit or authorization of, or declaration or filing with, or notification to, any Governmental Body or other Person nor any other Regulatory Approval is required on the part of the Purchaser in connection with the execution and delivery of this Agreement or the Purchaser's Documents, the compliance by the Purchaser with any of the provisions hereof or thereof, the consummation of the transactions contemplated hereby or thereby or the taking by the Purchaser of any other action contemplated hereby or thereby, or for the Purchaser to operate the Purchased Assets, except for such other orders, Permits, declarations, filings and notifications, the failure of which to obtain or make would not have or reasonably be expected to have a material adverse effect on the Purchaser's ability to consummate the transactions contemplated by this Agreement.

5.4 Brokers and Finders. The Purchaser has not employed, and to the knowledge of the Purchaser, no other Person has made any arrangement by or on behalf of the Purchaser with, any investment banker, broker, finder, consultant or intermediary in connection with the

transactions contemplated by this Agreement which would be entitled to any investment banking, brokerage, finder's or similar fee or commission in connection with this Agreement or the transactions contemplated hereby.

5.5 Adequate Assurances Regarding Assigned Contracts. As of the Closing, the Purchaser will be capable of satisfying the conditions contained in Sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code and Section 11.3 of the CCAA with respect to the Assigned Contracts.

5.6 Litigation. Except as set forth on Section 5.6 of the Purchaser Disclosure Schedule, there is no Action pending against the Purchaser or any of its Affiliates that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

5.7 [Intentionally Omitted].

5.8 Credit Bid Rights. The First Lien Agents have assigned to the Purchaser the right to "credit bid" under the First Lien Credit Agreement and the First Lien Credit Documents and authorized the Purchaser to pay the Purchase Price.

No Other Representations or Warranties: Investigation. Notwithstanding anything contained in this Agreement to the contrary, the Purchaser acknowledges and agrees that no Seller is making any representations or warranties whatsoever, express or implied, beyond those expressly given by Sellers in Article IV (as modified by the Seller Disclosure Schedule), and the Purchaser acknowledges and agrees that, except for the representations and warranties contained therein, the Purchased Assets and Assumed Liabilities are being transferred on an "as is" and "where is" basis. The Purchaser further represents that no Seller or any of its Affiliates or any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding Sellers or any of their Affiliates, and the transactions contemplated by this Agreement not expressly set forth in this Agreement. The Purchaser acknowledges that it has conducted to its satisfaction its own independent review and analysis of the Purchased Assets and the Assumed Liabilities, and of the value of such Purchased Assets and the Purchaser acknowledges that Sellers have provided the Purchaser with access to the personnel, properties, premises and records of the Business for this purpose. The Purchaser has conducted its own independent review of all orders of, and all motions, pleadings, and other submissions to, the Bankruptcy Courts in connection with the Bankruptcy Cases. In entering into this Agreement and in making the determination to proceed with the transactions contemplated by this Agreement, the Purchaser has relied upon its own investigation and analysis as well as the representations and warranties made by Sellers in Article IV (as modified by the Seller Disclosure Schedule).

ARTICLE VI.

[INTENTIONALLY OMITTED]

ARTICLE VII.

BANKRUPTCY COURT MATTERS

7.1 Bankruptcy Court Approval: Determination of Cure Costs.

(a) Sellers shall use commercially reasonable efforts to promptly obtain entry of the Sale Orders at the earliest possible dates after the conclusion of the Auction. Within two (2) Business Days of the issuance of the U.S. Sale Order, Allied, as foreign representative in the CCAA Case, shall file a motion seeking an order from the Canadian Court recognizing the U.S. Sale Order and vesting the Purchased Assets of the Canadian Sellers in the Purchaser (the "Canadian Recognition Order"), which motion shall be scheduled to be heard by the Canadian Court within five (5) Business Days of the entry of the U.S. Sale Order (subject to such Court's availability).

(b) In the event an appeal is taken or a stay pending appeal is requested, with respect to the Sale Orders, (i) Sellers shall promptly notify the Purchaser of such appeal or stay request and shall promptly provide to the Purchaser a copy of the related notice of appeal or order of stay and (ii) the parties shall promptly defend such appeal with reasonable diligence. Sellers shall also provide the Purchaser with written notice of any motion or application filed in connection with any appeal from either of such orders.

ARTICLE VIII.

COVENANTS AND AGREEMENTS

8.1 Maintenance of the Purchased Assets. During the period from the Execution Date and continuing until the earlier of the termination of this Agreement in accordance with Section 3.4 or the Closing, except (1) for any limitations on operations imposed by, or actions required by, the Bankruptcy Courts or the Bankruptcy Code, (2) as required by applicable Law, (3) as otherwise expressly contemplated by this Agreement or as set forth on Section 8.1 of the Seller Disclosure Schedule, or (4) with the prior written consent of the Purchaser, each Seller shall (and shall cause each Allied Entity controlled by such Seller to):

(a) operate and maintain the Purchased Assets in the Ordinary Course of Business;

(b) use its commercially reasonable efforts to (x) preserve the goodwill of and relationships with Governmental Bodies, vendors, lessors, contractors, agents, and others having business dealings in each case concerning the Purchased Assets or Assumed Liabilities; and (y) comply with all applicable Laws concerning the Purchased Assets and Assumed Liabilities and, to the extent consistent therewith, preserve the Purchased Assets (tangible and intangible).

8.2 Access to Information.

(a) Each Seller agrees that, between the Execution Date and the earlier of the Closing Date and the date on which this Agreement is terminated in accordance with Section 3.4, the Purchaser shall be entitled, through its Representatives, to have such reasonable access to and make such reasonable investigation and examination of the books and records and properties related to the Purchased Assets as the Purchaser's Representatives may reasonably request. Any such investigations and examinations shall be conducted during regular business hours upon reasonable advance notice and under reasonable circumstances and shall be subject to restrictions under applicable Law. Each Seller shall use commercially reasonable efforts to cause its Representatives and each Allied Entity controlled by such Seller to reasonably cooperate with the Purchaser and the Purchaser's Representatives in connection with such investigations and examinations, and the Purchaser shall, and use its commercially reasonable efforts to cause its Representatives to, reasonably cooperate with such Sellers and their respective Representatives and shall use their commercially reasonable efforts to minimize any disruption to the Business.

(b) From and after the Closing Date, Sellers shall give the Purchaser and the Purchaser's Representatives reasonable access during normal business hours to the properties, assets, Documents, and books and records of the Allied Entities pertaining to the Purchased Assets. In connection with the foregoing, each Seller shall use commercially reasonable efforts to cause its Representatives and each Allied Entity controlled by such Seller to make available to the Purchaser such financial, technical, operating and other information pertaining to the Purchased Assets, as the Purchaser's Representatives shall from time to time reasonably request and to discuss such information with such Representatives. It is understood and agreed that nothing in this Section 8.2(b) shall be deemed as an obligation on the part of Sellers to maintain any properties, assets, Documents, and books and records of the Allied Entities pertaining to the Purchased Assets after the Closing.

(c) No information received pursuant to an investigation made under this Section 8.2 shall be deemed to (i) qualify, modify, amend or otherwise affect any representations, warranties, covenants or other agreements of Sellers set forth in this Agreement or any certificate or other instrument delivered to the Purchaser in connection with the transactions contemplated hereby, (ii) amend or otherwise supplement the information set forth in the Seller Disclosure Schedule, (iii) limit or restrict the remedies available to the parties under applicable Law arising out of a breach of this Agreement or otherwise available at Law or in equity, or (iv) limit or restrict the ability of either party to invoke or rely on the conditions to the obligations of the parties to consummate the transactions contemplated by this Agreement set forth in Article IX.

8.3 Assignability of Certain Contracts, Etc. The Sellers shall use commercially reasonable efforts to obtain, as part of the Canadian Sale Order or otherwise, an order of the Canadian Court authorizing the assignment of the Assigned Contracts to which the Canadian Sellers are parties. To the extent that the assignment to the Purchaser of any Assigned Contract pursuant to this Agreement is not permitted without the consent of a third party and such restriction cannot be effectively overridden or canceled by the Sale Orders or other related order of the Bankruptcy Courts, then this Agreement will not be deemed to constitute an assignment of or an undertaking or attempt to assign such Assigned Contract or any right or interest therein

unless and until such consent is obtained; *provided, however*, that the Parties hereto will use their commercially reasonable efforts, before the Closing, to obtain all consents of such third parties that cannot be effectively overridden or canceled by the Sale Orders or other related order of the Bankruptcy Courts; *provided, further*, that if any such consents are not obtained prior to the Closing Date, Sellers and the Purchaser will reasonably cooperate with each other in any lawful and feasible arrangement designed to provide the Purchaser (such arrangement to be at the sole cost and expense of the Purchaser) with the benefits and obligations of any such Assigned Contract.

8.4 Rejected Contracts. No Seller shall reject any Assigned Contract in any bankruptcy proceeding following the Execution Date without the prior written consent of the Purchaser.

8.5 Further Agreements. Each of Sellers shall promptly deliver to the Purchaser or the applicable Designated Purchaser any mail or other communication received by them after the Closing Date and relating to the Purchased Assets or the Assumed Liabilities. The Purchaser or the applicable Designated Purchaser shall promptly deliver to Sellers any mail or other communication received by it after the Closing Date and relating to assets other than the Purchased Assets or the Excluded Liabilities. From and after the Closing Date, Sellers shall refer all inquiries with respect to the Purchased Assets and the Assumed Liabilities to the Purchaser or the applicable Designated Purchaser, and the Purchaser or the applicable Designated Purchaser shall refer all inquiries with respect to the assets other than the Purchased Assets and the Excluded Liabilities to Sellers.

8.6 Further Assurances.

(a) Subject to the terms and conditions of this Agreement and applicable Law, Sellers and the Purchaser shall use their respective commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement as soon as practicable, and shall coordinate and cooperate with each other in exchanging information, keeping the other Party reasonably informed with respect to the status of the matters contemplated by this Section 8.6 and supplying such reasonable assistance as may be reasonably requested by the other Party in connection with the matters contemplated by this Section 8.6. Without limiting the foregoing, following the Execution Date and until the date on which this Agreement is terminated in accordance with Section 3.4, the Parties shall use their commercially reasonable efforts to take the following actions but solely to the extent that such actions relate to the transactions contemplated by this Agreement:

(i) obtain any required consents, approvals (including Regulatory Approvals), waivers, Permits, authorizations, registrations, qualifications or other permissions or actions by, and give all necessary notices to, and make all filings with, and applications and submissions to, any Governmental Body or third party and provide all such information concerning such Party as may be necessary or reasonably requested in connection with the foregoing (other than any consents, approvals, waivers, authorizations or notices that can be overridden or canceled by the Sale Orders or other related order of the Bankruptcy Courts);

(ii) avoid the entry of, or have vacated or terminated, any injunction, decree, order, or judgment that would restrain, prevent, or delay the consummation of the transactions contemplated hereby;

(iii) take any and all reasonably necessary steps to avoid or eliminate every impediment under any applicable Law that is asserted by any Governmental Body with respect to the transactions contemplated hereby so as to enable the consummation of such transactions to occur as expeditiously as possible; and

(iv) at or following the Closing, execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and other instruments, and cooperate and take such further actions, as may be reasonably necessary or appropriate to transfer and assign fully to the Purchaser and its successors and assigns, all of the Purchased Assets, and for the Purchaser and its successors and assigns, to assume the Assumed Liabilities, and to otherwise make effective the transactions contemplated hereby and thereby.

Subject to the terms and conditions of this Agreement, the Parties shall not take any action or refrain from taking any action the effect of which would be to delay or impede the ability of Sellers and the Purchaser to consummate the transactions contemplated by this Agreement, unless in such Party's reasonable judgment, taking such action or refraining from taking such action is consistent with achieving the ultimate objective of consummating the transactions contemplated hereby or is required by applicable Law.

(b) Following the Execution Date and until the earlier of the Closing Date and the date on which this Agreement is terminated in accordance with Section 3.4: (i) Sellers, on the one hand, and the Purchaser, on the other hand, shall keep each other reasonably informed as to the status of matters relating to the completion of the transactions contemplated hereby, including promptly furnishing the other with copies of notices or other communications received by Sellers or the Purchaser (as the case may be), from any Governmental Body with respect to the transactions contemplated by this Agreement; and (ii) Sellers shall, to the extent permitted by applicable Law, (A) provide to the Purchaser substantially final drafts of all of Sellers' pleadings, orders and notices to be filed in the Bankruptcy Cases in connection with this Agreement at least two (2) Business Days before the filing to the extent reasonably practicable and, if not reasonable practicable, as soon as possible, and consider in good faith Purchaser's reasonable comments related to such pleadings, orders and notices, and (B) Sellers shall cooperate and coordinate with the Purchaser's reasonable requests concerning court hearings, pleadings, orders and notices.

(c) The obligations of the Purchaser and Sellers pursuant to this Section 8.6 shall be subject to any orders entered, or approvals or authorizations granted or required, by or under the Bankruptcy Courts or the Bankruptcy Code or the CCAA (including in connection with the Chapter 11 Case), and each of Sellers' obligations as a debtor in possession to comply with any order of the Bankruptcy Courts (including the Bidding Procedures Order and the Sale Orders).

8.7 Preservation of Records. Sellers and the Purchaser agree that each of them shall preserve and keep the records held by them or their Affiliates relating to the Purchased Assets

and Assumed Liabilities for a period of five (5) years from the Closing Date, in the case of the Purchaser, and until the closing of the Bankruptcy Cases or the liquidation and winding up of Sellers' estates, in the case of Sellers, and shall make such records available to the other Party as may be reasonably required by such other Party in connection with, among other things, any insurance claims by, actions or tax audits against or governmental investigations of Sellers or the Purchaser or any of their respective Affiliates or in order to enable Sellers or the Purchaser to comply with their respective obligations under this Agreement and each other agreement, document or instrument contemplated hereby or thereby. In the event Sellers or the Purchaser wishes to destroy such records at the end of such applicable period, such Party shall first give sixty (60) days' prior written notice to the other Party and such other Party shall have the right at its option and expense, upon prior written notice given to such Party within such sixty (60) day period, to take possession of the records within one hundred and twenty (120) days after the date of such notice, or such shorter period as the liquidation and winding up of Sellers' estates shall permit.

8.8 Publicity. The Allied Entities or the Purchaser may issue a press release or public announcement concerning this Agreement or the transactions contemplated hereby only with the prior written approval of the other Parties hereto, which approval will not be unreasonably withheld, conditioned or delayed, unless, in the sole judgment of the disclosing Party, such disclosure is otherwise required by applicable Law or by the Bankruptcy Courts with respect to filings to be made with the Bankruptcy Courts in connection with this Agreement. Without limiting the generality of the foregoing sentence, the Party intending to make such release shall use its commercially reasonable efforts, consistent with such applicable Law or Bankruptcy Courts requirement, to consult with the other Parties with respect to the text thereof.

8.9 [Intentionally Omitted].

8.10 Notification of Certain Matters. Sellers shall give prompt notice to the Purchaser, and the Purchaser shall give prompt notice to Sellers, of (i) any notice or other communication from any Person alleging that the consent of such Person which is or may be required in connection with the transactions contemplated by this Agreement is not likely to be obtained prior to Closing and (ii) any written objection or proceeding that challenges the transactions contemplated hereby or the entry of the Sale Orders by the Bankruptcy Courts. To the extent permitted by applicable Law, Sellers shall give prompt notice to the Purchaser of (i) any written notice from any Governmental Body of any alleged violation of Law applicable to any Allied Entity, and (ii) the commencement of any investigation, inquiry or review by any Governmental Body with respect to the Business or that any such investigation, inquiry or review, to the Knowledge of Sellers, is contemplated.

8.11 Environmental Matters, Access and Cooperation. Each Seller agrees that, from and after the Execution Date, the Purchaser and its Representatives shall be entitled to have, upon reasonable advance notice, such reasonable access to and to make such reasonable investigation and examination of the environmental condition of the Real Property that is included in the Purchased Assets, including phase I and phase II reports, at the Purchaser's sole expense, as the Purchaser or its Representatives may reasonably request. Each Seller shall use commercially reasonable efforts to cause its Representatives and each Allied Entity controlled by such Seller to cooperate with the Purchaser and the Purchaser's Representatives in connection

with such investigations and examinations, and the Purchaser shall, use its commercially reasonable efforts to cause its Representatives to, reasonably cooperate with such Sellers and their respective Representatives and shall use their reasonable efforts to minimize any disruption to the Business; *provided* that any invasive or subsurface investigations of any Real Property shall be conducted in such locations and in such manners as are approved in advance by Sellers (which approval shall not be unreasonably withheld, conditioned, or delayed); and *provided, further*, that promptly following the Purchaser's investigation or examination of any Real Property, the Purchaser shall, at its sole expense, restore such Real Property to the condition in which it existed immediately prior to such investigation or examination. The Purchaser further agrees that it and its Representatives shall treat and maintain all information generated as a result of any phase I or phase II investigation of any Real Property as confidential business information and that such information shall not be shared with any Person or Governmental Body except as required by applicable Law and unless the Purchaser has given written notice, at least five (5) Business Days in advance, to Allied prior to providing any such information to any third-party.

8.12 [Intentionally Omitted].

8.13 [Intentionally Omitted].

8.14 Canadian Sale Order. Sellers and Purchaser shall use their commercially reasonable efforts to include in the Canadian Sale Order (i) a provision specifically authorizing the assignment of the Assigned Contracts to which the Canadian Sellers are parties to the Purchaser in accordance with the U.S. Sale Order, (ii) customary provisions approving the sale of the Purchased Assets that are situated in Canada or that are owned by the Canadian Sellers (the "Canadian Purchased Assets") and vesting the Canadian Purchased Assets in the Purchaser, free and clear of Encumbrances (other than Permitted Encumbrances), and (iii) a provision recognizing and giving effect to the U.S. Sale Order pursuant to s.49 of the CCAA.

8.15 [intentionally omitted].

8.16 [Intentionally Omitted].

8.17 [Intentionally Omitted].

8.18 [Intentionally Omitted].

ARTICLE IX.

CONDITIONS TO CLOSING

9.1 Conditions Precedent to the Obligations of Sellers. The obligations of Sellers to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived in writing by Sellers in whole or in part to the extent permitted by applicable Law):

(a) there shall not be in effect any statute, rule, regulation, executive order enacted, issued, entered or promulgated by a Governmental Body of competent jurisdiction

restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby;

(b) the U.S. Bankruptcy Court shall have entered the U.S. Sale Order and the Canadian Court shall have entered the Canadian Sale Order;

(c) the representations and warranties of the Purchaser set forth in Article V hereof shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date (except for such representations and warranties made as of a certain date, which shall be true and correct as of such date as though made on and as of such date), and Sellers shall have received a certificate signed by an authorized officer of the Purchaser, dated the Closing Date, to the foregoing effect;

(d) the Purchaser shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by the Purchaser on or prior to the Closing Date, and Sellers shall have received a certificate signed by an authorized officer of the Purchaser, dated the Closing Date, to the foregoing effect;

(e) the Purchaser shall have delivered, or caused to be delivered, to Sellers all of the items set forth in Section 3.3;

(f) the Purchaser shall have delivered the Initial Claim Contribution in accordance with Section 2.1; and

(g) the Purchaser shall have delivered to Sellers appropriate evidence of all necessary limited liability company action by the Purchaser in connection with the transactions contemplated hereby, including, without limitation: (i) certified copies of resolutions duly adopted by the Purchaser's Board of Directors or similar governing body approving the transactions contemplated by this Agreement and authorizing the execution, delivery, and performance by the Purchaser of this Agreement; and (ii) a certificate as to the incumbency of officers of the Purchaser executing this Agreement and any instrument or other document delivered in connection with the transactions contemplated by this Agreement.

9.2 Conditions Precedent to the Obligations of the Purchaser. The obligations of the Purchaser to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived in writing by the Purchaser in whole or in part to the extent permitted by applicable Law):

(a) there shall not be in effect any statute, rule, regulation, or order enacted, issued, entered or promulgated by a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby;

(b) the U.S. Bankruptcy Court shall have entered the U.S. Sale Order and the Canadian Court shall have entered the Canadian Sale Order;

(c) Sellers shall have delivered to the Purchaser (i) certified copies of the Sale Orders, and (ii) copies of all affidavits of service of the Sale Motion or notice of such motion filed by or on behalf of Sellers;

(d) (i) the Sellers' Fundamental Representations shall be true and correct in all material respects as of the Execution Date and as of the Closing Date as though made on and as of the Closing Date (except for such representations and warranties made as of a certain date, which shall be true and correct in all material respects as of such date), and (ii) each of the representations and warranties of Sellers set forth in Article IV (other than the Sellers Fundamental Representations) shall be true and correct in all respects (disregarding for these purposes any exception in such representation and warranties relating to "materiality," Material Adverse Effect or similar materiality qualifications) as of the Execution Date and the Closing Date as if made at and as of the Closing Date (except to the extent such representations and warranties expressly relate to an earlier date, then as of such earlier date), except for such failures to be true and correct as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and the Purchaser shall have received a certificate signed by an authorized officer of Sellers, dated the Closing Date, to the foregoing effect;

(e) Sellers shall have performed and complied in all material respects with all obligations, covenants and agreements required by this Agreement to be performed or complied with by Sellers on or prior to the Closing Date, and the Purchaser shall have received a certificate signed by an authorized officer of Sellers, dated the Closing Date, to the foregoing effect;

(f) Sellers shall have delivered, or caused to be delivered, to the Purchaser all of the items set forth in Section 3.2; and

(g) between the Execution Date and the Closing Date, there shall not have occurred a Material Adverse Effect.

9.3 Frustration of Closing Conditions. Neither Sellers nor the Purchaser may rely on the failure of any condition set forth in Section 9.1 or Section 9.2, as the case may be, if such failure was caused directly by such Party's failure to comply with any provision of this Agreement.

9.4 Information Officer's Certificate. Provided all the events to be certified therein have occurred, Sellers shall cause the Information Officer to deliver on Closing the Information Officer's Certificate substantially in the form attached to the Canadian Sale Order. Forthwith upon delivery, Sellers shall cause the Information Officer to file the Information Officer's Certificate with the Canadian Court.

ARTICLE X.

ADDITIONAL DEFINITIONS

10.1 Certain Definitions. As used herein:

"Actions" has the meaning set forth in Section 4.6.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning set forth in the Preamble.

"Allied" has the meaning set forth in the Preamble.

"Allied Borrowers" means Allied and Allied Systems Ltd. (L.P.), a Georgia corporation.

"Allied Entities" means Sellers.

"Appraised Value" means the fair saleable value of the applicable Purchased Assets, as of the date that is no later than six (6) months after the Closing Date, which shall be determined by a recognized independent appraiser(s) or broker(s) (to be selected by the Purchaser in good faith) in the region(s) where the applicable Purchased Assets are located, which net value shall be net of all out of pocket costs and expenses actually incurred by Purchaser to hold, use, operate, preserve, maintain, dispose or appraise such Purchased Assets from the Closing Date to the date of such appraisal and such reasonable costs and expenses that Purchaser in good faith reasonably anticipates will be incurred in order to realize the appraised value (net of any associated revenues), provided, Purchaser shall make available to Sellers supporting documentation with respect to such costs and expenses. With respect to the Equipment, the basis for the Appraised Value shall be (i) the Accrual appraisal obtained by Sellers and dated April 11, 2012 for any Equipment owned by Sellers as of the date of such appraisal and (ii) the purchase price of any Equipment acquired by Sellers after the date of such appraisal.

"Assigned Contracts" means the lease for the Leased Real Property, the Assigned Vendor Contracts, the Real Property Subleases and any other contracts added to the definition of Purchased Assets pursuant to Section 1.5 hereof.

"Assumed Liabilities" has the meaning set forth in Section 1.3.

"Assumed Vendor Contracts" has the meaning set forth in Section 1.1(e).

"Bankruptcy Cases" has the meaning set forth in the Recitals.

"Bankruptcy Code" means chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.*

"Bankruptcy Courts" has the meaning set forth in the Recitals.

"Bankruptcy Exceptions" has the meaning set forth in Section 4.3.

"Bidding Procedures" means the procedures appended to the Bidding Procedures Order.

"Bidding Procedures Order" means the 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, entered by the U.S. Bankruptcy Court on June 21, 2013 [Docket No. 1320].

"Buildings" means all buildings and other improvements situated on the Owned Land and the Leased Real Property.

"Business" means the business of providing vehicle transportation, distribution, logistics, inspections, yard management, tracking, accessorizing, dealer preparation and other support services to the automotive industry.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in New York City, New York are authorized or required by Law to be closed.

"Canadian Court" has the meaning set forth in the Recitals.

"Canadian Purchased Assets" has the meaning set forth in Section 8.13.

"Canadian Sale Order" has the meaning set forth in the definition of Sale Orders in this Section 10.1.

"Canadian Seller" means Allied Systems (Canada) Company and Axis Canada Company.

"CCAA" has the meaning set forth in the Recitals.

"CCAA Case" has the meaning set forth in the Recitals.

"Chapter 11 Case" has the meaning set forth in the Recitals.

"Closing" has the meaning set forth in Section 3.1.

"Closing Date" has the meaning set forth in Section 3.1.

"Code" means the Internal Revenue Code of 1986, as amended.

"Contract" means any written or oral contract, purchase order, service order, sales order, indenture, note, bond, lease, license, commitment or instrument or other agreement, arrangement or commitment that is legally binding upon a Person or its property.

"Cure Costs" means the amounts necessary to cure all defaults, if any, and to pay all actual pecuniary losses, if any, that have resulted from such defaults, under the Assigned Contracts, in each case as of the Closing Date and to the extent required by Section 365 of the Bankruptcy Code or Section 11.3 of the CCAA and any order of the Bankruptcy Courts.

"Disposition Event" means the sale or other disposition of any Purchased Asset during the first six months after the Closing Date.

"Disposition Value" means the value, as determined by the Purchaser, of the consideration received in connection with a Disposition Event less all reasonable out of pocket costs and expenses actually incurred by the Purchaser to hold, use, operate, preserve, maintain or dispose of the Purchased Assets that are the subject of the Disposition Event (net of any associates revenues), provided, Purchaser shall make available to Sellers supporting documentation with respect to such costs and expenses.

"Documents" means all of Sellers' written files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, plans, operating records, safety and environmental reports, data, studies and documents, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans, research material, technical documentation (design specifications, engineering information, test results, maintenance schedules, functional requirements, operating instructions, logic manuals, processes, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials, in each case whether or not in electronic form.

"Encumbrance" means any lien, encumbrance, claim (as defined in Section 101(5) of the Bankruptcy Code), right, demand, charge, mortgage, deed of trust, deemed trust, pledge, security interest or similar interests, title defects, hypothecations, easements, rights of way, restrictive covenants, encroachments, judgments, conditional sale or other title retention agreements and other impositions, imperfections or defects of title or restrictions on transfer or use of any nature whatsoever, or any other interest (as used in any applicable section of the Bankruptcy Code or the CCAA, including section 363(f)) (including: (i) any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing; (ii) any assignment or deposit arrangement in the nature of a security devise, and (iii) any claim based on any theory that the Purchaser is a successor or continuation of Sellers or the Business), in each case whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or liquidated, material or non-material, known or unknown.

"Environmental Laws" means all Laws relating to pollution or protection of natural resources or the environment, or the generation, use, treatment, storage, handling, transportation or Release of, or exposure to, Hazardous Materials, including, without limitation, the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*), Resource Conservation and Recovery Act (42 U.S.C. §6901 *et seq.*), Safe Drinking Water Act (42 U.S.C. §3000(f) *et seq.*), Toxic Substances Control Act (15 U.S.C. §2601 *et seq.*), Clean Air Act (42 U.S.C. §7401 *et seq.*), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 *et seq.*) and other similar U.S. or Canadian federal, state, provincial and local statutes.

"Equipment" means the fifty (50) lowboys to be designated by Purchaser no later than thirty (30) days after the entry of the U.S. Sale Order from the Sellers' existing inventory of lowboys not then in active use by Sellers (which lowboys, upon designation, shall be set forth on Schedule 3).

"Excluded Liabilities" has the meaning set forth in Section 1.4.

"Execution Date" has the meaning set forth in the Recitals.

"First Lien Agents" means Black Diamond Commercial Finance, LLC and Spectrum Commercial Finance, L.L.C., as co-Administrative Agents under the First Lien Credit Agreement.

"First Lien Credit Agreement" means that certain Amended and Restated First Lien Secured Super Priority Debtor-in-Possession and Exit Credit and Guaranty Agreement, dated May 15, 2007, by and among, *inter alia*, the Allied Borrowers certain subsidiaries of Allied Borrowers as guarantors, the lenders party thereto from time to time, and CIT, as administrative and collateral agent (as amended, modified, supplemented or restated from time to time).

"First Lien Credit Documents" means the Credit Documents as defined in the First Lien Credit Agreement.

"First Lien Lenders" means the lenders party to the First Lien Credit Agreement from time to time.

"Governmental Body" means any government, quasi-governmental entity, or other governmental or regulatory body, agency or political subdivision thereof of any nature, whether foreign, federal, state, provincial or local, or any agency, branch, department, official, entity, instrumentality or authority thereof, or any court or arbitrator (public or private) of applicable jurisdiction.

"Hazardous Materials" means petroleum and all derivatives thereof or synthetic substitutes therefore, asbestos and asbestos containing materials, and any and all materials defined, listed, designated or classified as, or otherwise determined to be, "hazardous wastes," "hazardous substances," "radioactive," "solid wastes," or "toxic" (or words of similar meaning) under or pursuant to or otherwise listed or regulated pursuant to any Environmental Law, including hazardous substances under Health Canada's Workplace Materials Information System (WHMIS) and any equivalent legislation of other applicable jurisdictions.

"Income Taxes" shall mean all Taxes based upon, measured by, or calculated with respect to gross or net income or gross or net receipts or profits.

"Information Officer" means Duff & Phelps Canada Restructuring Inc., in its capacity as information officer.

"Information Officer's Certificate" means a certificate of the Information Officer certifying the closing of the transactions among the Canadian Sellers and the Purchaser contemplated pursuant to this Agreement and substantially in the form attached to the Canadian Sale Order.

"Initial Claim Contribution Amount" means an amount of obligations held by the First Lien Lenders under the First Lien Credit Agreement and First Lien Credit Documents equal to FIVE MILLION DOLLARS (\$5,000,000).

"Insurance Policies" has the meaning set forth in Section 4.17.

"Knowledge" An individual shall be deemed to have "Knowledge" of a particular fact or other matter if such individual is, or with reasonable diligence within the scope of reasonable fulfillment of such individual's duties, would be, aware of such fact or other matter. Sellers shall be deemed to have "Knowledge" of a particular fact or other matter if any of the following individuals has Knowledge of such fact or other matter: Mark Gendregske, John Jansen, Robert Ferrell, John Blount, Devora Mitchell, Scott Macaulay, Julie Sieja or Bob Hutchison.

"Laws" means all federal, state, provincial, local or foreign laws, statutes, common law, rules, codes, regulations, restrictions, ordinances, orders, decrees, approvals, directives, judgments, rulings, injunctions, writs and awards of, or issued, promulgated, enforced or entered by, any and all Governmental Bodies, or court of competent jurisdiction, or other requirement or rule of law.

"Leased Real Property" means all of the real property leased, subleased, licenced, used or occupied by any Sellers (other than the Owned Real Property) set forth in Schedule 2, together with all of Sellers' right, title and interest in any Buildings, and any structures, fixtures and improvements erected thereon, and any and all rights privileges, easements, licenses, hereditaments and other appurtenances relating thereto, and used, or held for use, in connection with the operation of the Business.

"Liability" means, as to any Person, any claim (as defined in Section 101(5) of the Bankruptcy Code or Section 2(1) of the CCAA), debt, adverse claim, liability, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed, including all costs and expenses relating thereto.

"Material Adverse Effect" means any event, circumstance, change, occurrence or state of facts that has had, or could reasonably be expected to have, a material adverse effect on the ability of Sellers to consummate the transactions contemplated by this Agreement or perform their obligations under this Agreement, except, in each case, for any such effect resulting from any of the following: (A) changes after the Execution Date in any applicable Law, (B) the announcement or pendency of this Agreement or the transactions contemplated hereby, including, without limitation, effects on relationships, contractual or otherwise, with customers, suppliers, vendors or employees, (C) any action by the Purchaser or any of its Affiliates or the omission of an action that was required to be taken by the Purchaser or any of its Affiliates pursuant to this Agreement or the transactions contemplated hereby, or (D) any action taken or omitted by any Seller or any of its Affiliates that was required to be so taken or omitted, respectively, by any Seller or any of its Affiliates pursuant to this Agreement or at the request or with the prior written consent of the Purchaser.

"Material Permits" has the meaning set forth in Section 4.9(a).

"Ordinary Course of Business" means the ordinary and usual course of normal day to day operations of the Business consistent with past practice.

"Outside Date" has the meaning set forth in Section 3.4(b).

"Owned Land" means all those certain plots, pieces and parcels of land described in Schedule I hereto.

"Owned Real Property" means the Owned Land, together with (i) all Buildings, structures, fixtures and improvements erected thereon, (ii) all easements, licenses, rights of way, reservations, privileges, hereditaments, appurtenances, and other estates and rights of Seller pertaining to the Owned Land, the Buildings, structures, fixtures and improvements erected thereon, (iii) all oil, gas and mineral rights of Sellers, if any, in and to the Owned Land, and (iv) all right, title and interest of Seller, if any, in and to all strips and gores, all alleys adjoining the Owned Land, and the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Owned Land to the center line thereof, and all right, title and interest of Sellers, if any, in and to any award made or to be made in lieu thereof and in and to any unpaid award for any taking by condemnation or any damages to the Owned Land or the Buildings by reason of a change of grade of any street, road or avenue.

"Party" and **"Parties"** has the meaning set forth in the Preamble.

"Permits" means all notifications, licenses, permits (including environmental, construction and operation permits), franchises, certificates, approvals, consents, waivers, clearances, exemptions, classifications, registrations, variances, orders, tariffs, rate schedules and other similar documents and authorizations issued by any Governmental Body to any Sellers and used, or held for use, applicable to ownership of the Purchased Assets or assumption of the Assumed Liabilities.

"Permitted Encumbrances" means (i) Encumbrances for utilities and current Taxes not yet due and payable or being contested in good faith; (ii) easements, rights of way, restrictive covenants, encroachments and similar non-monetary encumbrances or non-monetary impediments against any of the Purchased Assets which do not, individually or in the aggregate, adversely affect in any material respect the ownership of the Purchased Assets, and, in the case of the Owned Real Property or the Leased Real Property, which do not, individually or in the aggregate, adversely affect in a material respect the use or occupancy of such Real Property or materially detract from the value of such Real Property, (iii) applicable zoning Laws, building codes, land use restrictions and other similar restrictions imposed by Law, (iv) materialmans', mechanics', artisans', shippers', warehousemans' or other similar common law or statutory liens incurred in the Ordinary Course of Business, (v) the Encumbrances set forth in Section 10.1(iii) of the Seller Disclosure Schedule, and (vi) such other Encumbrances or title exceptions as the Purchaser may approve in writing in its sole discretion.

"Person" means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, labor union, estate, Governmental Body or other entity or group.

"Personal Property" means all right, title and interest of Sellers in and to all fixtures, machinery, equipment, supplies and other articles of personal property attached or appurtenant to the Owned Land, the Leased Real Property or the Buildings.

"Petition Date" means the date on which Sellers commenced the Chapter 11 Case and the CCAA Case.

"Post-Closing Claim Contribution Amount" means an amount equal to the sum of (i) the aggregate Disposition Value for a Disposition Event; plus (ii) the aggregate Appraised Value for any Purchased Asset that is not the subject of a Disposition Event; less (iii) the Initial Claim Contribution. For avoidance of doubt, the Post-Closing Claim Contribution shall be net of the Initial Claim Contribution.

"Purchase Price" has the meaning set forth in Section 2.1(a).

"Purchased Assets" has the meaning set forth in Section 1.1.

"Purchaser" has the meaning set forth in the Preamble.

"Purchaser Disclosure Schedule" means the disclosure letter prepared and delivered by the Purchaser for and to Sellers as of the date hereof, which sets forth the exceptions to the representations and warranties contained herein and certain other information called for by this Agreement.

"Purchaser's Documents" has the meaning set forth in Section 5.2.

"Real Property" means the Owned Real Property and the Leased Real Property.

"Release" means, with respect to any Hazardous Material, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or migrating into or through any surface or ground water, drinking water supply, soil, surface or subsurface strata or medium, or the ambient air.

"Representatives" means a Person's officers, employees, counsel, accountants and other authorized representatives, agents and contractors.

"Sale Hearing" means the hearing or hearings held in the Bankruptcy Court and the Canadian Court (or such other court of competent jurisdiction) to approve the sale of the Purchased Assets to the Purchaser.

"Sale Motion" means *Motion of the Debtors for Entry of Orders: (A)(I) Approving Bid Procedures Relating to Sale of Debtors Assets; (II) Approving Bid Protections; (III) Scheduling a Hearing to Consider the Sale; (IV) Approving the Form and Manner of Notice of Sale by Auction; (V) Establishing Procedures for Noticing and Determining Cure Amounts; and (VI) Granting Related Relief; and (B)(1) Approving Asset Purchase Agreement and Authorizing the Sale of Certain Assets of Debtors Outside the Ordinary Course of Business; (II) Authorizing the Sale of Assets Free and Clear of all Liens, Claims, Encumbrances, and Interests; (III) Authorizing the Assumption, Sale, and Assignment of Certain Executory Contracts and Unexpired Leases; and (IV) Granting Related Relief Filed by Allied Systems Holdings, Inc. [Docket No. 1175].*

"Sale Orders" means the orders of the U.S. Bankruptcy Court (the **"U.S. Sale Order"**) and the Canadian Court (the **"Canadian Sale Order"**), each in form and substance acceptable to Purchaser in its sole discretion.

"Seller" has the meaning set forth in the Preamble.

"Seller Disclosure Schedule" means the disclosure letter prepared and delivered by Sellers for and to the Purchaser as of the date hereof, which sets forth the exceptions to the representations and warranties contained herein and certain other information called for by this Agreement.

"Sellers' Documents" has the meaning set forth in Section 4.3.

"Sellers Fundamental Representations" means Section 4.1 (Corporate Organization and Qualification), Section 4.3 (Authority Relative to This Agreement), or the first sentence of Section 4.11 (Title to Assets).

"Tax" and **"Taxes"** mean any and all taxes, charges, fees, tariffs, duties, impositions, levies or other assessments, imposed by any Governmental Body, and include any interest, penalties or additional amounts attributable to, or imposed upon, or with respect to, Taxes.

"Tax Period" means any period prescribed by any Governmental Body for which a Tax Return is required to be filed or a Tax is required to be paid.

"Tax Records" means any Tax Returns, workpapers or other Documents relating to Taxes.

"Tax Return" means any return, report, information return, declaration, claim for refund or other document (including any schedule or related or supporting information) supplied or required to be supplied to any Governmental Body with respect to Taxes, including amendments thereto.

"Transfer Taxes" has the meaning set forth in Section 11.1.

"U.S. Bankruptcy Court" has the meaning set forth in the Recitals.

"U.S. Sale Order" has the meaning set forth in the definition of Sale Orders in this Section 10.1.

"Wholly-Owned Subsidiaries" means any Person all of the equity interests in which are held as of the Closing either (a) directly or indirectly by the Purchaser, or (b) directly or indirectly by the Purchaser and/or the First Lien Lenders or their designees.

ARTICLE XI

TAXES

11.1 Additional Tax Matters.

(a) Any sales, use, excise, consumption, purchase, transfer, franchise, deed, fixed asset, stamp, documentary, or other similar Taxes ("Transfer Taxes") which may be payable by reason of the sale of the Purchased Assets or the assumption of the Assumed Liabilities under this Agreement or the transactions contemplated herein shall be borne and timely paid by the Purchaser, provided, however, notwithstanding any other provision of this Agreement, the Purchaser shall not assume or have any obligation to pay any income, capital gains or other Taxes of Sellers (other than Transfer Taxes) arising as a result of the consummation of the transactions contemplated by this Agreement (and any such income, capital gains or other Taxes (other than Transfer Taxes) shall remain the sole obligation of Sellers). The Purchaser shall indemnify, defend (with counsel reasonably satisfactory to the other Party), protect, and save Sellers from and against any and all claims, charges, interest or penalties assessed, imposed or asserted in relation to any such Transfer Taxes that the Purchaser is obligated to bear and pay pursuant to the preceding sentence of this Section 11.1(a). The Purchaser shall prepare or caused to be prepared and timely file or cause to be timely filed all Tax Returns required to be filed in respect of the Transfer Taxes required to be borne and paid pursuant to this Section 11.1(a).

(b) The Purchaser shall, within the later of (i) 90 days after the Closing Date, or (ii) 45 days prior to the date by which Allied's federal Income Tax Returns for the year in which the transactions contemplated hereunder are consummated must be filed, prepare and deliver to Allied a schedule allocating the Purchase Price (and any other items that are required for federal Income Tax to be treated as Purchase Price) among the Purchased Assets and detailing the entity that purchased the Purchased Assets and the applicable jurisdictions (such schedule, the "Allocation"). The Purchaser and Sellers shall report and file all Tax Returns (including amended Tax Returns and claims for refund) consistent with the Allocation as finally agreed upon, and shall take no position contrary thereto or inconsistent therewith (including, without limitation, in any audits or examinations by any Governmental Body or any other proceeding). In the event that any part of the Allocation is disputed by any Governmental Body, the party receiving notice of such dispute shall use reasonable efforts to notify the other party, and the Purchaser and Sellers shall cooperate in good faith in responding to such challenge to preserve the effectiveness of such Allocation. The Purchaser and Sellers shall cooperate in the filing of any forms (including Form 8594 under Section 1060 of the Code) with respect to such Allocation, including any amendments to such forms required pursuant to this Agreement with respect to any adjustment to the Purchase Price. Notwithstanding any other provision of this Agreement, the terms and provisions of this Section 11.1(b) shall survive the Closing without limitation.

11.2 [Intentionally Omitted.]

ARTICLE XII.

MISCELLANEOUS

12.1 Payment of Expenses. Sellers and the Purchaser shall bear their own expenses incurred or to be incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the transactions contemplated hereby and thereby.

12.2 Survival of Representations and Warranties; Survival of Confidentiality. The Parties hereto agree that the representations and warranties contained in this Agreement shall expire upon the Closing Date. The Parties hereto agree that the covenants contained in this Agreement to be performed after the Closing shall survive in accordance with the terms of the particular covenant.

12.3 Entire Agreement; Amendments and Waivers. This Agreement (including the schedules and Exhibits hereto), the Sellers' Documents, the Purchaser's Documents, the Seller Disclosure Schedule and the Purchaser Disclosure Schedule represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof. This Agreement may be amended, supplemented or changed, and any provision hereof may be waived, only by written instrument making specific reference to this Agreement signed by the Party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement, including without limitation, any investigation by or on behalf of any Party shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by applicable Law.

12.4 Counterparts. For the convenience of the Parties hereto, this Agreement may be executed (by facsimile or PDF signature) in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

12.5 Governing Law. THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL BANKRUPTCY LAW, TO THE EXTENT APPLICABLE, AND WHERE STATE LAW IS IMPLICATED, THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN, WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES THEREOF, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

12.6 Jurisdiction, Waiver of Jury Trial.

(a) THE BANKRUPTCY COURT WILL HAVE JURISDICTION OVER ANY AND ALL DISPUTES BETWEEN OR AMONG THE PARTIES, WHETHER IN LAW OR EQUITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED HEREBY; *PROVIDED, HOWEVER*, THAT IF THE BANKRUPTCY COURT IS UNWILLING OR UNABLE TO HEAR ANY SUCH DISPUTE, THE COURTS OF THE STATE OF NEW YORK AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE SOUTHERN DISTRICT OF THE STATE OF NEW YORK WILL HAVE SOLE JURISDICTION OVER ANY AND ALL DISPUTES BETWEEN OR AMONG THE PARTIES, WHETHER IN LAW OR EQUITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED HEREBY.

(b) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

12.7 Notices. Unless otherwise set forth herein, any notice, request, instruction or other document to be given hereunder by any Party to the other Parties shall be in writing and shall be deemed duly given (i) upon delivery, when delivered personally, (ii) one (1) Business Day after being sent by overnight courier or when sent by facsimile transmission (with a confirming copy sent by overnight courier), and (iii) three (3) Business Days after being sent by registered or certified mail, postage prepaid, as follows:

If to Sellers:

Allied Systems Holdings, Inc.
2302 Parklake Drive
Building 15
Suite 600
Atlanta, GA 30345
Attention: General Counsel
Email: john.blount@alliedholdings.com

With a mandatory copy to (which copy shall not constitute notice):

Troutman Sanders LLP
600 Peachtree Street, N.E., Suite 5200
Atlanta, GA 30308
Attention: Stephen E. Lewis and Jeffrey W. Kelley
Email: stephen.lewis@troutmansanders.com;
jeffrey.kelley@troutmansanders.com

If to the Purchaser:

[REDACTED]
c/o Black Diamond Capital Management, L.L.C.
One Conway Park
100 Field Drive, Suite 170
Lake Forest, IL 60045
Attention: Les Meier
Email: lmeier@bdcn.com

and

[REDACTED]
c/o Black Diamond Capital Management, L.L.C.
1 Sound Shore Dr.
Greenwich, CT 06830
Attention: Richard Ehrlich
Email: rehrlich@bdcn.com

and

[REDACTED]
c/o Spectrum Group Management LLC
1250 Broadway
New York, NY 10001
Attention: Jeff Schaffer, Jeff Buller and Stephen Jacobs
Email: jschaffer@spectrumgp.com, jbuller@spectrumgp.com and
sjacobs@spectrumgp.com

With a mandatory copy to (which copy shall not constitute notice):

Schulte Roth & Zabel LLP
919 Third Avenue
New York, NY 10022
Attention: Adam Harris
Email: adam.harris@srz.com

or to such other Persons or addresses as may be designated in writing by the party to receive such notice.

12.8 Binding Effect: Assignment.

(a) This Agreement shall be binding upon the Purchaser and, subject to entry of the Sale Orders, Sellers, and inure to the benefit of the parties and their respective successors and permitted assigns, including, without limitation, any trustee or estate representative appointed in the Chapter 11 Case or any successor Chapter 7 case. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person or entity not a party to this Agreement. No assignment of this Agreement or of any rights or obligations hereunder may be made by Sellers or the Purchaser (by operation of law or otherwise) without the prior written consent of the other parties hereto and any attempted assignment without the

required consents shall be void, except for designations by the Purchaser to a Designated Purchaser in accordance with Section 12.8(b).

(b) In connection with the Closing, notwithstanding anything to the contrary contained in this Agreement, the Purchaser shall be entitled to designate, in accordance with the terms of this paragraph, one or more Wholly-Owned Subsidiaries or Affiliates to (i) purchase and acquire specified Purchased Assets (including specified Assigned Contracts) and pay the corresponding Purchase Price amount and Cure Costs, as applicable, and/or (ii) assume specified Assumed Liabilities (any such Wholly-Owned Subsidiary or Affiliate of the Purchaser that shall be properly designated in accordance with this clause, a "Designated Purchaser"). Upon any such designation of a Designated Purchaser, such Designated Purchaser shall be solely responsible with respect to the payment of the corresponding Cure Costs and the specified Assumed Liabilities, it being understood that Purchaser shall remain liable with such Designated Purchaser(s) for payment of such Designated Purchaser's portion of the Purchase Price. Any reference to the Purchaser made in this Agreement in respect of any purchase or assumption referred to in this paragraph and in any representation, warranty or covenant contained in this Agreement, as applicable, shall be deemed a reference to the appropriate Designated Purchaser, if any, with respect to the given obligation, representation, warranty or covenant. All obligations of the Purchaser and the Designated Purchasers shall be several and not joint and, notwithstanding anything to the contrary contained in this Agreement, neither the Purchaser nor any Designated Purchaser shall have any obligation for any Assumed Liabilities assumed by any other Designated Purchaser in accordance with this paragraph. The above designations shall be made by the Purchaser by way of a written notice to be delivered to the Sellers in no event later than the Business Day prior to Closing and include a signed counterpart to this Agreement in a form acceptable to the Sellers, agreeing to be bound by the terms of this Agreement as it relates to such Designated Purchaser and authorizing the Purchaser to act as such Designated Purchaser(s)' agent for all purposes hereunder. In addition, the parties agree to modify any Closing deliverables in accordance with the foregoing assignment(s).

12.9 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in a manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

12.10 Injunctive Relief. The Parties agree that, except as otherwise expressly provided in this Agreement, damages at Law may be an inadequate remedy for the breach of any of the covenants, promises and agreements contained in this Agreement by the other Parties hereto, and, accordingly, except as otherwise expressly provided in this Agreement, each Party shall be entitled to injunctive relief with respect to any breach by any other Party hereto, including without limitation, specific performance of such covenants, promises or agreements or an order enjoining such Party from any threatened, or from the continuation of any actual, breach of the covenants, promises or agreements contained in this Agreement by such party. The rights set

forth in this Section 12.10 shall be in addition to any other rights which the Parties may have at Law or in equity pursuant to this Agreement.

12.11 Non-Recourse. Except as expressly contemplated by this Agreement with respect to the entities identified on the signature pages hereto, no past, present or future director, officer, employee, incorporator, member, partner or equity holder of Sellers or the Purchaser shall have any liability for any obligations or liabilities of Sellers or the Purchaser under this Agreement or the Sellers' Documents or the Purchaser's Documents of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby.

12.12 Allied as Representative of Sellers. By executing this Agreement, each Seller agrees that Allied shall serve as its representative and duly authorized agent for all purposes relating to this Agreement, including: (i) providing any consents or acknowledgements required under this Agreement; (ii) receiving and delivering any notices provided for under this Agreement; and (iii) taking any other actions required by Sellers under this Agreement. Each Seller agrees that any action taken by Allied in accordance with clauses (i) through (iii) shall be valid, binding and enforceable against such Seller.

12.13 Time of the Essence. Time is of the essence in the performance of each of the obligations of the Parties and with respect to all covenants and conditions to be satisfied by the parties in this Agreement and all documents, acknowledgments and instruments delivered in connection herewith.

12.14 Certain Interpretations.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) All references in this Agreement to Articles, Sections, Schedules and Exhibits shall be deemed to refer to Articles, Sections, Schedules and Exhibits to this Agreement.

(ii) All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(iii) The Article, Section and paragraph captions herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

(iv) The words "include," "includes" and "including," when used herein shall be deemed in each case to be followed by the words "without limitation" (regardless of whether such words or similar words actually appear).

(v) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of

such period is not a Business Day, the period in question shall end on the next succeeding Business Day.

(vi) Any reference in this Agreement to \$ shall mean U.S. dollars.

(vii) Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(viii) The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(b) The Parties hereto agree that they have been represented by legal counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any Law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document shall be construed against the Party drafting such agreement or document.

(c) The Purchaser acknowledges and agrees hereby that Sellers shall not be required to comply with the provisions of any bulk transfer laws of any jurisdiction in connection with the transactions contemplated by this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

PURCHASER:

[_____]

By: _____

Name: Stephen H. Deckoff
Title: Manager

By: _____

Name: Jeffrey A Schaffer
Title: Manager

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SELLERS:

ALLIED SYSTEMS HOLDINGS, INC.

By: _____
Name:
Title:

ALLIED SYSTEMS, LTD. (L.P.)

By: Allied Automotive Group, Inc.,
its Managing General Partner

By: _____
Name:
Title:

**ALLIED AUTOMOTIVE GROUP, INC.
ALLIED FREIGHT BROKER LLC
AXIS GROUP, INC.
COMMERCIAL CARRIERS, INC.
CORDIN TRANSPORT LLC
CT SERVICES, INC.
F.J. BOUTELL DRIVEAWAY LLC
GACS INCORPORATED
QAT, INC.
RMX LLC
TERMINAL SERVICES LLC
TRANSPORT SUPPORT LLC**

By: _____
Name:
Title:

ALLIED SYSTEMS (CANADA) COMPANY
AXIS CANADA COMPANY

By: _____

Name:

Title:

AXIS ARETA, LLC
LOGISTIC SYSTEMS, LLC
LOGISTIC TECHNOLOGY, LLC

By: **AX International Limited,**
its Sole Member and Manager

By: _____

Name:

Title:

EXHIBIT A

FORM OF BILL OF SALE

THIS BILL OF SALE dated as of _____, 2013 by Allied Systems Holdings, Inc., a Delaware corporation ("Allied"), and the subsidiaries of Allied set forth on the signature pages hereto (collectively with Allied, the "Sellers" and each, a "Seller"), in favor of _____, a Delaware corporation (the "Purchaser").

WHEREAS, the parties hereto have entered into an Asset Purchase Agreement dated as of September [], 2013 (the "Purchase Agreement") providing for, among other things, the purchase by, and transfer to, the Purchaser of certain assets of Sellers, and the parties now desire to carry out such purchase and transfer by Sellers' execution and delivery to the Purchaser of this instrument evidencing the vesting in the Purchaser of all of the assets and rights of Sellers hereinafter described. Capitalized terms used but not defined herein have the meanings given them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and of other valuable consideration to Sellers in hand paid by the Purchaser, at or before the execution and delivery hereof, the receipt and sufficiency of which by Sellers are hereby acknowledged, subject to the terms and conditions set forth in the Purchase Agreement, Sellers hereby convey, grant, bargain, sell, transfer, set over, assign, remise, release, deliver and confirm unto the Purchaser, its successors and assigns forever, effective as of 12:01 a.m. EDT on the date hereof (the "Effective Time"), all of Sellers' right, title and interest in and to the Purchased Assets.

Sellers hereby covenant that, from time to time after the delivery of this instrument, at the Purchaser's request and without further consideration, Sellers will do, execute, acknowledge, and deliver, or will cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, conveyances, transfers, assignments, powers of attorney and assurances as reasonably may be required to more effectively convey, transfer to and vest in the Purchaser, and to put the Purchaser in possession of, any of the Purchased Assets.

The Purchaser acknowledges that Sellers make no representation or warranty with respect to the Purchased Assets being conveyed hereby except as specifically set forth in the Purchase Agreement.

Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation other than the Purchaser and its successors and assigns, any remedy or claim under or by reason of this instrument or any terms, covenants or condition hereof, and all of the terms, covenants and conditions, promises and agreements in this instrument contained shall be for the sole and exclusive benefit of the Purchaser and its successors and assigns.

This instrument is executed by, and shall be binding upon, each Seller and its successors and assigns for the uses and purposes above set forth and referred to, effective as of the Effective Time.

This instrument shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of New York, without regard to its conflict of law principle provisions.

This instrument is executed and delivered under and pursuant to the Purchase Agreement. Notwithstanding any other provision of this Agreement, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive or otherwise affect any of the provisions of the Purchase Agreement, including, without limitation, the representations, warranties, covenants and agreements of any of the parties thereto. To the extent this Bill of Sale is inconsistent with any terms or conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

This instrument may be executed in counterpart signature pages, all of which when so executed and attached hereto shall constitute one and the same original.

IN WITNESS WHEREOF, Sellers have executed this Bill of Sale or caused this Bill of Sale to be executed on their behalf by a duly authorized officer of each Seller as of _____, 2013.

SELLERS:

ALLIED SYSTEMS HOLDINGS, INC.

By: _____
Name:
Title:

ALLIED SYSTEMS, LTD. (L.P.)

By: Allied Automotive Group, Inc.,
its Managing General Partner

By: _____
Name:
Title:

ALLIED AUTOMOTIVE GROUP, INC.
ALLIED FREIGHT BROKER LLC
AXIS GROUP, INC.
COMMERCIAL CARRIERS, INC.
CORDIN TRANSPORT LLC
CT SERVICES, INC.
F.J. BOUTELL DRIVEAWAY LLC
GACS INCORPORATED
QAT, INC.
RMX LLC
TERMINAL SERVICES LLC
TRANSPORT SUPPORT LLC

By: _____
Name:
Title:

ALLIED SYSTEMS (CANADA) COMPANY
AXIS CANADA COMPANY

By: _____

Name:

Title:

AXIS ARETA, LLC
LOGISTIC SYSTEMS, LLC
LOGISTIC TECHNOLOGY, LLC

By: AX International Limited,
its Sole Member and Manager

By: _____

Name:

Title:

EXHIBIT B

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is entered into as of _____, 2013 by and among Allied Systems Holdings, Inc., a Delaware corporation ("Allied"), and the subsidiaries of Allied set forth on the signature pages hereto (collectively with Allied, the "Assignors") and [_____] a Delaware corporation (the "Assignee").

WITNESSETH:

WHEREAS, Assignors and Assignee entered into that certain Asset Purchase Agreement dated as of September [], 2013 (the "Purchase Agreement" capitalized terms used but not otherwise defined herein have the meanings given them in the Purchase Agreement); and

WHEREAS, pursuant to the Purchase Agreement, Assignors have agreed to assign certain rights and agreements to Assignee, and Assignee has agreed to assume certain obligations of Assignors, as set forth herein and therein.

NOW, THEREFORE, in consideration of the premises, the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. Effective as of 12:01 a.m. EDT on the date hereof (the "Effective Time"), subject to the terms of the Purchase Agreement, Assignors hereby sell, transfer and assign (collectively, the "Assignment") to Assignee, and Assignee hereby assumes and agrees to pay, perform and discharge, as and when due, the Assigned Contracts and all obligations constituting the Assumed Liabilities, as defined in and in accordance with Section 1.3 of the Purchase Agreement.

2. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

3. This Agreement shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of New York, without regard to its conflict of law principle provisions.

4. This Agreement is executed and delivered under and pursuant to the Purchase Agreement. Notwithstanding any other provision of this Agreement, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive or otherwise affect any of the provisions of the Purchase Agreement, including, without limitation, the representations, warranties, covenants and agreements of any of the parties thereto. To the extent this Agreement is inconsistent with any terms or conditions in the Purchase Agreement, the Purchase Agreement shall control.

5. This Agreement may be executed in counterpart signature pages, all of which when so executed and attached hereto shall constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement as of the date first set forth above.

ASSIGNORS:

ALLIED SYSTEMS HOLDINGS, INC.

By: _____
Name:
Title:

ALLIED SYSTEMS, LTD. (L.P.)

By: **Allied Automotive Group, Inc.,
its Managing General Partner**

By: _____
Name:
Title:

**ALLIED AUTOMOTIVE GROUP, INC.
ALLIED FREIGHT BROKER LLC
AXIS GROUP, INC.
COMMERCIAL CARRIERS, INC.
CORDIN TRANSPORT LLC
CT SERVICES, INC.
F.J. BOUTELL DRIVEAWAY LLC
GACS INCORPORATED
QAT, INC.
RMX LLC
TERMINAL SERVICES LLC
TRANSPORT SUPPORT LLC**

By: _____
Name:
Title:

**ALLIED SYSTEMS (CANADA) COMPANY
AXIS CANADA COMPANY**

By: _____
Name:
Title:

**AXIS ARETA, LLC
LOGISTIC SYSTEMS, LLC
LOGISTIC TECHNOLOGY, LLC**

By: **AX International Limited,
its Sole Member and Manager**

By: _____
Name:
Title:

ASSIGNEE:

[_____]

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE 1
OWNED REAL PROPERTY

<u>Location Street</u>	<u>City</u>	<u>State/Province</u>	<u>Country</u>
1500 Winder Highway	Dacula	GA	USA
19550 Smokey Road	Marysville	OH	USA
355 Old Highway 67	Midlothian	TX	USA
6301 Wyoming Avenue (including excess land)	Dearborn	MI	USA
6151 Colonel Talbot Road	London	Ontario	Canada
1790 Provincial Road (including excess land)	Windsor	Ontario	Canada

SCHEDULE 2
LEASED REAL PROPERTY

<u>Lessee</u>	<u>Lessor</u>	<u>Location</u> <u>Street</u>	<u>City</u>	<u>State</u>
Axis Group, Inc.	The City of New York Department of Small Business Services (acting through NYC EDC)	South Brooklyn Marine Terminal	New York	New York

SCHEDULE 3

EQUIPMENT

TO COME

SCHEDULE 4

REAL PROPERTY SUBLEASES

1. OWNED REAL PROPERTY

1790 Provincial Road, RR Terminal #1, Windsor, Ontario N9A 6J3

Pursuant to the Property Lease Agreement between Allied Systems (Canada) Company and Pattison Outdoor Advertising, a division of Jim Pattison Industries Ltd., dated April 14, 2000, Allied Systems (Canada) Company has granted a billboard lease for a portion of this property.

2. LEASED REAL PROPERTY

South Brooklyn Marine Terminal Lease (Brooklyn, New York)

Amended and Restated Sublease Agreement between Axis Group, Inc. and Plaza Automall, Ltd. dated November 14, 2012

License Agreement between the City of New York Department of Citywide Administrative Services and Axis Group, Inc. dated June 17, 2013

Short-Term License Agreement between Axis Group, Inc. and Merkos L'inyonei Chinuch dated June 19, 2013

Sublease Agreement between Axis Group, Inc. and Phoenix Marine dated July 22, 2013¹

Various owner-operators have been granted the right to park and store their tractor-trailers on a portion of the Brooklyn property. These arrangements have not yet been formalized in writing.

¹ This agreement has been executed by the parties thereto and will be effective upon approval of the landlord.

SCHEDULE "C" – FORM OF INFORMATION OFFICER'S CERTIFICATE

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

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

THE HONOURABLE) ●, THE ● DAY
)
JUSTICE MORAWETZ) OF ●, 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**

INFORMATION OFFICER'S CERTIFICATE (First Lien Agents' Transaction)

RECITALS

A. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated June 13, 2012, as amended and supplemented from time to time, Duff & Phelps Canada Restructuring Inc. was appointed as the Information Officer in these proceedings (the “**Information Officer**”).

B. Pursuant to an Order of the Court dated [date] (the “**Sale Approval Recognition and Vesting Order**”), the Court approved the asset purchase agreement made as of ●, 2013 (the

“APA”) between SBDRE LLC (the “**First Lien Purchaser**”) and the Chapter 11 Debtors and provided for (i) the vesting in the First Lien Purchaser, First Lien Windsor Purchaser and/or First Lien London Purchaser, as applicable, the Chapter 11 Debtors’ right, title and interest in and to, *inter alia*, the Canadian First Lien Purchased Assets, and (ii) the assignment to the First Lien Purchaser, First Lien Windsor Purchaser and First Lien London Purchaser, as applicable, of the Canadian First Lien Assigned Contracts, in each case effective upon the delivery by the Information Officer to the First Lien Purchaser of a certificate confirming: (a) that the conditions to Closing (as defined in the APA) as set out in Article IX of the APA have been satisfied or waived by the Chapter 11 Debtors and the First Lien Purchaser; and (b) the transactions contemplated by the APA have been completed to the satisfaction of the Chapter 11 Debtors and the First Lien Purchaser.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Approval Recognition and Vesting Order.

THE INFORMATION OFFICER CERTIFIES that it has been advised by the Chapter 11 Debtors (or their counsel) and the First Lien Purchaser (or its counsel) that:

1. the conditions to Closing as set out in the APA have been satisfied or waived by the Chapter 11 Debtors and the First Lien Purchaser, as applicable; and
2. subject only to the delivery of this Certificate, the transactions contemplated by the APA have been completed to the satisfaction of the Chapter 11 Debtors and the First Lien Purchaser.

This Certificate was delivered by the Information Officer at [time] on [date].

**Duff & Phelps Canada Restructuring Inc.,
solely in its capacity as Information Officer
and not in its personal capacity**

Per: _____

Name:

Title:

SCHEDULE "D"– CLAIMS

A. Windsor Real Property

1. Charge registered as No. CE274950 in favour of The CIT Group/ Business Credit, Inc. against the Real Property PIN 01560-2590 (LT)
2. Charge registered as No. CE274956 in favour of Goldman Sachs Credit Partners L.P. and related Transfer of Charge to The Bank of New York Mellon registered as No. CE350707 against the Real Property PIN 01560-2590 (LT)

B. London Real Property

1. Charge registered as No. ER503804 in favour of The CIT Group/Business Credit, Inc. against the Real Property PINs 08211-0115 (LT) and 08211-0123(LT)
2. Charge registered as No. ER503812 in favour of Goldman Sachs Credit Partners L.P. and related Transfer of Charge to The Bank of New York Mellon registered as No. ER606634 against the Real Property PINs 08211-0115 (LT) and 08211-0123(LT)

SCHEDULE "E" - PERMITTED ENCUMBRANCES

A. Windsor Real Property

1. Notice registered as No. R459284 and related amendments registered as No. R844423 and No. R844424 regarding Windsor Airport Zoning Regulations against the Real Property PIN 01560-2590 (LT)
2. Easement registered as No. R655919 in favour of Her Majesty The Queen in Right of Canada against the Real Property PIN 01560-2590(LT)
3. Transfer registered as No. R927169 against the Real Property PIN 01560-2590(LT)
4. Application to Change Name of Owner registered as No. LT304671 against the Real Property PIN 01560-2590 (LT)
5. Reference Plan registered as No. 12R21875 against the Real Property PIN 01560-2590(LT)

B. London Real Property

1. Easement registered as WU53248 against the Real Property PIN 08211-0123 (LT).
2. Bylaw registered as No. 195932 against the Real Property PINs 08211-0115 (LT) and 08211-0123 (LT)
3. Reference Plan registered as No. 33R1819 against the Real Property Property PINs 08211-0115(LT) and 08211-0123(LT)
4. Restrictive Covenants registered as No. 446370 against the Real Property PINs 08211-0115 (LT) and 08211-0123(LT)
5. Agreement for Right-of-Way registered as No. 487437 against the Real Property PIN 08211-0115(LT)
6. Reference Plan registered as 33R2321 against the Real Property PIN 08211-0015(LT)
7. Agreement registered as No. 480961 against the Real Property PINs 08211-0115 (LT) and 08211-0123(LT)
8. Restrictive Covenants registered as No. 526135 against the Real Property PIN 08211-0115 (LT)
9. Agreement registered as No. 536213 against the Real Property PINs 08211-0115 (LT) and 08211-0123(LT)
10. Reference Plan registered as 33R5469 against the Real Property PINs 08211-0115 (LT) and 08211-0123(LT)

11. Easement in Deed registered as No.638405 against the Real Property PIN 08211-0115(LT)
12. Reference Plan registered as 33R5707 against the Real Property PIN 08211-0115(LT)
13. Transfer registered as No. 645973 against the Real Property PIN 08211-0115(LT)
14. Transfer registered as No. 645974 against the Real Property PIN 08211-0115(LT)
15. Easement registered as No. 630587 against the Real Property PIN 08211-0123(LT)
16. Agreement registered as No. 645975 against the Real Property PIN 08211-0115 (LT)
17. Notice registered as No. LT494051 against the Real Property PIN 08211-0115 (LT)
18. Reference Plan registered as 33R13145 against the Real Property PIN 08211-0115 (LT)
19. Transfer registered as LT497266 against the Real Property PIN 08211-0115 (LT)
20. Application (General) registered as LT540248 against the Real Property PIN 08211-0115 (LT)
21. Transfer registered as LT548318(LT) against the Real Property PIN 08211-0123(LT)
22. Application to Change Name of Owner registered as No. ER107538 against the Real Property PIN 08211-0115 (LT)
23. Application to Change Name of Owner registered as ER383482 against the Real Property PIN 08211-0123(LT)

SCHEDULE "F" – REAL PROPERTY

A. Windsor Real Property

1790 Provincial Road, R.R. # 1 Windsor, Ontario

PIN 01560-2590 (LT): Part Lot 14, 15 & 16 Concession 6 Sandwich East Designated as Parts 1, 4, 5 & 13 Plan 12R21875; Windsor; S/T Easement over Part 5 Plan 12R21875 as in R655919

(Land Registry Office for the Registry Division of Essex (No. 12))

B. London Real Property

6151 Colonel Talbot Road, London, Ontario

PIN 08211-0115 (LT): Part Lot 57, WTR, designated as Parts 2 & 4 on 33R-5707, and Part of Lot 57, WTR, designated as Parts 1, 3, 4, 5, 6, & 7, on 33R-13145; Subject To as in 645974 & 638405, as partially released by LT497265; Subject To as in 478437, as partially released by LT497264; Together With 630587; London/Westminster

-and-

PIN 08211-0123(LT): Part Lot 57, WTR, designated as Part 2 on 33R-5469; S/T WU53248; S/T630587; London/Westminster

(Land Registry Office for the Registry Division of Middlesex (No. 33))

**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

**SALE APPROVAL RECOGNITION AND
VESTING ORDER
(First Lien Agents' Transaction)**

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