
Report of Duff & Phelps Canada
Restructuring Inc. as the Proposed
Information Officer of Allied Systems
Holdings, Inc., Allied Systems (Canada)
Company, Axis Canada Company and
those other companies listed on
Schedule “A” hereto

June 11, 2012

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Court File No.:12-

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

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

**AND IN THE MATTER OF 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**

**REPORT OF DUFF & PHELPS CANADA RESTRUCTURING INC.
AS PROPOSED INFORMATION OFFICER OF
ALLIED SYSTEMS HOLDINGS, INC., ALLIED SYSTEMS (CANADA) COMPANY, AXIS
CANADA COMPANY AND THOSE OTHER COMPANIES LISTED ON SCHEDULE "A"
HERETO**

June 11, 2012

1.0 Introduction

On May 17, 2012, involuntary petitions were filed by BDCM Opportunity Fund II, LP, Black Diamond CLO 2005-1 Ltd. and Spectrum Investment Partners, L.P. against Allied Systems Holdings, Inc. ("Allied Systems US" or "Foreign Representative") and its subsidiary, Allied Systems, Ltd. (L.P.) ("ASL") pursuant to Chapter 11 of Title 11 of the *United States Code* ("Chapter 11") ("Involuntary Petitions") in the United States Bankruptcy Court for the District of Delaware ("U.S. Court").

On June 10, 2012, voluntary petitions were filed with the U.S. Court for relief under Chapter 11 by several subsidiaries of Allied Systems US ("Subsidiaries")¹ (Allied

¹ The U.S. subsidiaries are: Allied Automotive Group, Inc.; Allied Freight Broker LLC; Axis Areta, LLC; 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; and Terminal Services LLC. The Canadian subsidiaries are Allied Systems (Canada) Company and Axis Canada Company.

Systems US, ASL and the Subsidiaries are collectively referred to as the “Chapter 11 Debtors” or “Allied Group”), including Allied Systems (Canada) Company (“Allied Systems Canada”) and Axis Canada Company (“Axis Canada”) (jointly, the “Canadian Debtors”) (“Voluntary Petitions”, and together with the Involuntary Petitions, the “Petitions”). In connection therewith, Allied Systems US and ASL consented to the Involuntary Petitions (the “Chapter 11 Proceedings”). Copies of the Petitions (excluding attachments) are included as Appendix “A” hereto. Allied Group is seeking, among other orders, an order pursuant to Bankruptcy Rule 1015(b) authorizing the joint administration of its Chapter 11 cases and for consolidation of the cases for procedural purposes only.

Duff & Phelps Canada Restructuring Inc. (“D&P”) has been advised that the Foreign Representative intends to make an application to the Ontario Superior Court of Justice – Commercial List (“Court”) pursuant to Part IV of the *Companies’ Creditors Arrangement Act* (“CCAA”) for orders (the “Recognition Orders”) which, *inter alia*: a) recognize the Chapter 11 Proceedings as a “foreign main proceeding”; b) appoint D&P as the Information Officer with respect to Allied Group; and c) recognize certain “First Day Orders” being sought by Allied Group from the U.S. Court in the Chapter 11 Proceedings.

This report (“Report”) has been drafted in D&P’s capacity as proposed Information Officer (“Proposed Information Officer”).

D&P is a trustee as defined in Section 2 of the *Bankruptcy and Insolvency Act* and has consented to act as Information Officer in these proceedings. D&P has had no involvement with Allied Group prior to commencement of the Chapter 11 Proceedings. As more fully set out in the Macaulay Affidavit (as defined below), Brian Cullen, an employee of a legal entity affiliated with D&P, is a director of Allied Systems US, which is not one of the Canadian Debtors. The board of directors of Allied Systems US consists of five members, including Mr. Cullen. The Canadian Debtors have separate boards of directors. Allied Group and D&P have agreed to a protocol whereby: a) D&P will deal directly with Allied Group; b) D&P will not have direct contact with Mr. Cullen on any matter involving Allied Group; and c) Mr. Cullen will recuse himself from any discussions or decisions involving D&P.

Mr. Cullen has been a director of Allied Systems US since 2005, at which time he was an employee of Chanin Capital Partners (“Chanin”). Chanin was acquired by a US subsidiary of Duff & Phelps Corp. in October, 2006. D&P was, until December 9, 2011, the Toronto restructuring practice of RSM Richter Inc. (“Richter”). Richter has never had a relationship with the Allied Group.

1.1 Purposes of this Report

The purposes of this Report are to:

- Provide background information about Allied Group;
- List and provide copies of certain of the motion materials filed by Allied Group with the U.S. Court and certain draft orders (“First Day Orders”) Allied Group is seeking from the U.S. Court, and for which recognition will be sought in this Court; and
- Provide information with respect to the proposed administration charge and debtor-in-possession (“DIP) lender charge.

1.2 Currency

All currency references in this Report are to United States dollars, unless otherwise noted.

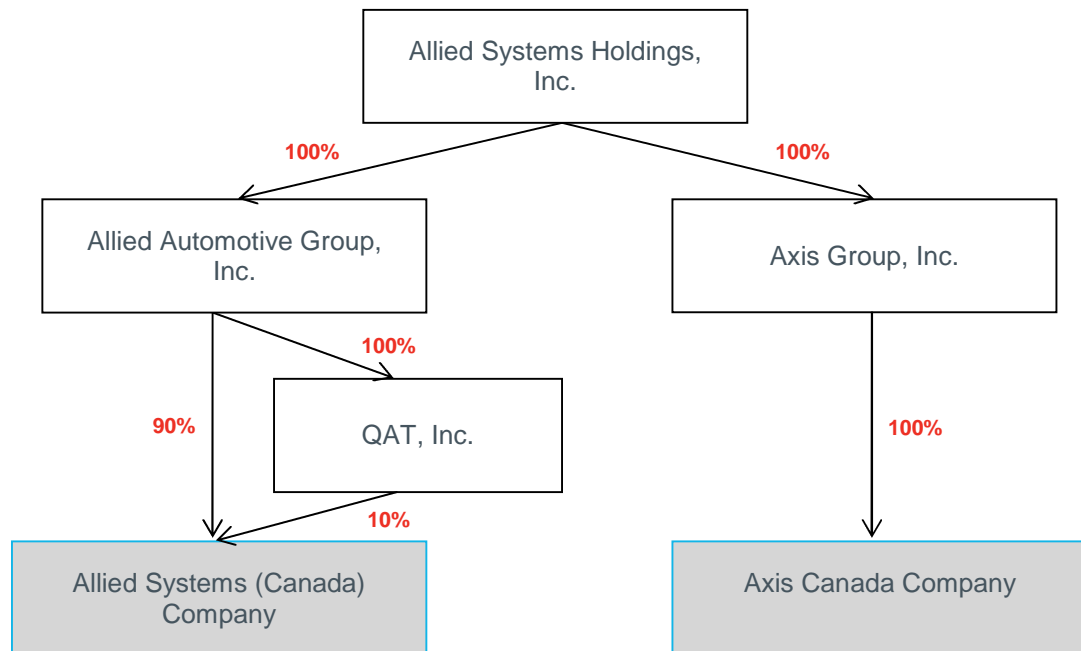
1.3 Restrictions

In preparing this Report, the Proposed Information Officer has relied upon unaudited financial information prepared by Allied Group’s representatives, Allied Group’s books and records and discussions with its representatives. The Proposed Information Officer has not performed an audit or other verification of such information. An examination of Allied Group’s financial forecasts as outlined in the *Canadian Institute of Chartered Accountants Handbook* has not been performed. Future oriented financial information relied upon in this Report is based on Allied Group’s representatives’ assumptions regarding future events; actual results achieved may vary from this information and these variations may be material. The Proposed Information Officer expresses no opinion or other form of assurance with respect to the accuracy of any financial information presented in this Report, or relied upon by the Proposed Information Officer.

2.0 Background

2.1 Corporate Overview

Allied Group's corporate chart is attached as Appendix "B". The corporate chart, as it relates to the Canadian Debtors, is provided below (the shaded entities represent the Canadian Debtors). Each of the Canadian Debtors is a Nova Scotia unlimited liability company incorporated under the Nova Scotia *Companies Act*.



2.2 Business Overview

Allied Group is primarily engaged in the “car-haul” business, being the transport by specially designed tractor trailers of light vehicles, such as automobiles, sport-utility vehicles and light trucks, from manufacturing plants, ports, auctions, and railway distribution points to automobile dealerships in the United States and Canada. In Canada, this business is conducted by Allied Systems Canada.

Allied Group also operates a logistics business which, among other things, arranges for and manages vehicle distribution services, automobile inspections, auction and yard management services, vehicle tracking, vehicle accessorizing, and dealer preparation services for the automotive industry in the United States and Canada, and provides yard management services in Mexico. In Canada, this business is conducted by Axis Canada.

Allied Group's operations are centralized from its head office located in Atlanta, Georgia. Allied Group employs approximately 1,835 individuals, including approximately 461 active employees in Canada². Approximately 390 active Canadian employees are members of the International Brotherhood of Teamsters or the Canadian Auto Workers' unions.

Allied Group has a history of losses, reporting negative shareholders' equity of \$276 million as at April 30, 2012. For the four month period ending April 30, 2012, Allied Systems Canada incurred a loss of \$3.8 million and had negative retained earnings of \$79 million, representing a history of significant losses. The Axis Canada business is relatively insignificant, as it generated revenue of \$228,000 and a loss of \$95,000 for the same period.

Further information concerning Allied Group's background, including information on its corporate structure, historical financial results, employees, activities carried out at its head office location and events leading up to the Chapter 11 Proceedings is provided in the affidavit of Scott Macaulay, Senior Vice President and Chief Financial Officer of Allied Systems US, sworn June 11, 2012 ("Macaulay Affidavit"). The Macaulay Affidavit is included in the materials filed by the Foreign Representative in these proceedings.

3.0 First Day Orders

Allied Group has filed several motions with the U.S. Court and is seeking First Day Orders on June 12, 2012. Copies of certain of these motion materials and draft First Day Orders were provided by counsel for the Foreign Representative to the Proposed Information Officer and are attached hereto as Appendices "C" through "K". The Foreign Representative will be seeking Recognition Orders recognizing these First Day Orders in Canada, if and when issued by the U.S. Court.

The applicable First Day Orders the Foreign Representative will be asking this Court to recognize are listed below (the First Day Orders are defined in the Macaulay Affidavit):

- Foreign Representative Order;
- Cash Management Order;
- Financing Order;
- Pre-petition Wages & Benefits Order;

² Allied Systems Canada and Axis Canada employ 449 and 12 individuals, respectively.

-
- Insurance Program & Insurance Premium Financing Order;
 - Pre-petition Customers, Warehousemen, Common Carriers and Cargo Claims Order;
 - Pre-petition Sales & Use Tax Order;
 - Utilities Service Order; and
 - Critical Vendors Order.

The Macaulay Affidavit describes the purpose of each of the above orders. The Proposed Information Officer has reviewed the draft First Day Orders and discussed the rationale for them, particularly as it relates to the Canadian Debtors, with representatives of Allied Group.

As is apparent from the copies of the draft First Day Orders attached, they are consistent with the integrated nature of Allied Group's operations in both the United States and Canada, and in particular the:

- Cash Management Order provides for the maintenance of a network of integrated bank accounts and cash management in both the United States and Canada;
- Financing Order provides for DIP financing that will be used to finance the integrated operations post-filing for working capital and general corporate purposes and creates a charge in both the United States and in Canada that is in priority to the first and second lien holders therein identified;
- Pre-petition Wages & Benefits Order permits the payment and the continuance of employee wages and benefits, respectively, both in the United States and Canada, as well as remittance of payroll deductions such as Canada Pension Plan and Employment Insurance and payment of certain severance obligations, in each case including pre-filing amounts and subject to the budget underlying the DIP Facility (defined below);
- Insurance Program & Insurance Premium Financing Order permits the payment, including for pre-filing amounts, of premiums, deductibles and amounts due to administrators for the major insurance policies in effect in both the United States and Canada, all in accordance with certain budgets and caps;
- Pre-petition Customers, Warehousemen, Common Carriers and Cargo Claims Order authorizes Allied Group to continue to honour certain pre-filing cargo claims (for damaged cargo) in the ordinary course, and the payment of certain customs, common carrier and warehousing liens, in both the United States and Canada;

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- Pre-petition Sales & Use Tax Order permits the submission to tax authorities (both in the United States and Canada) of certain pre-filing taxes and obligations, including sales taxes collected by members of Allied Group from their customers, and of certain highway use taxes, to an aggregate maximum of \$180,000;
 - Utilities Service Order compels certain utilities, both in the United States and Canada, to continue to provide utilities, provided that Allied Group has deposited funds in a segregated account to fund utilities, deems those utilities to be adequately assured of payment upon the establishment of this account, and contains mechanisms for utilities to request additional security for payment of amounts related to utilities and, failing agreement, to apply to the U.S. Court in this regard; and
 - Critical Vendors Order permits Allied Group to pay pre-filing amounts to an aggregate maximum of \$1.1 million to certain critical vendors but does not obligate them to supply to Allied Group and does not create a charge in their favour.

4.0 Court Ordered Charges

Pursuant to the proposed Recognition Order, Allied Group is seeking an Administration Charge and DIP Charge (both as defined in the Recognition Order), as detailed below.

4.1 Administration Charge

The draft Recognition Order contemplates an Administration Charge in respect of the fees and disbursements of the Information Officer and its independent legal counsel in the amount of \$600,000. The Administration Charge is required to protect the Information Officer and its counsel in the event that their reasonable fees and expenses are unpaid.

The Administration Charge is a standard provision in Canadian orders appointing insolvency professionals as Court officers, including orders appointing professionals to oversee foreign insolvency proceedings. The Proposed Information Officer considers the charge and the amount of the charge reasonable and appropriate in the circumstances.

4.2 DIP Charge

Included in the First Day Orders is an order approving a DIP financing facility of up to \$20 million (“DIP Facility”) being made by Yucaipa American Alliance Fund I, L.P. and Yucaipa American Alliance (Parallel) Fund I, LP in addition to certain other Lenders (as defined in the Macaulay Affidavit) (collectively, the “DIP Lenders”) to Allied Systems US and ASL. The Canadian Debtors, among others,

are to be guarantors under the DIP Facility. A condition of the DIP Facility is a charge (“DIP Charge”) against Allied Group’s assets, including the assets of the Canadian Debtors.

The credit agreement governing the DIP Facility is described in the Financing Order motion materials.

In assessing whether the proposed DIP Charge is reasonable, the Proposed Information Officer considered the following (as described in the Macaulay Affidavit):

- The Canadian Debtors’ operations are integrated with and centrally managed and controlled by the US-based Chapter 11 Debtors, from their head office in Georgia;
- The Canadian Debtors are financed, indirectly, pursuant to secured credit facilities (“Secured Facilities”) between the US-based Chapter 11 Debtors and the Lenders and Second Lien Lenders (as defined in the Macaulay Affidavit)³. The Canadian Debtors are guarantors of the Secured Facilities. All of Allied Group’s assets, including substantially all of the assets of the Canadian Debtors, are secured by the Secured Facilities;
- Allied Group reported that it has total assets of \$214 million at book value (including \$66 million of noncurrent assets) as at April 30, 2012, implying a shortfall of \$60 million in respect of the Secured Facilities. On that basis, the Canadian Debtors’ unsecured creditors appear to be “under water” and not prejudiced by any additional encumbrances;
- In any event, the non-employee unsecured obligations of the Canadian Debtors total \$10 million, which are immaterial relative to the value of the likely under-secured portion of the secured obligations in the event that the Canadian Debtors’ operations were terminated and liquidated, which is a potential result should DIP financing not be available;
- The Canadian Debtors generated losses of \$24 million in 2011 and additional losses of \$4 million in the year-to-date period ended April 30, 2012. Without the support of Allied Systems US and ASL, the Canadian Debtors would not be able to continue to operate;

³ Allied Group reported a balance outstanding of \$274 million in respect of the Secured Facilities as at April 30, 2012.

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- While the Canadian Debtors generally operate on a cash neutral basis, subject to timing differences in a particular month, they would generate negative cash flow if required to make payments to the US-based Chapter 11 Debtors for all management and overhead expenses incurred on their behalf (such as senior management, accounting, information technology and legal expenses)⁴. Accordingly, the Canadian Debtors receive a direct benefit from the continued funding of Allied Group. As a result of the Canadian Debtors' losses and increasing deficit, the management fee expenses have been accrued as an intercompany payable between the Canadian Debtors and the US-based Chapter 11 Debtors; and
 - As it relates to the Canadian Debtors, funding from the DIP Facility is required to, among other things, pay employees in the ordinary course, operate and maintain the trailer fleet, insure assets and fund these proceedings. The Canadian Debtors' business would be disrupted and its viability jeopardized without the immediate benefit of the DIP Facility. DIP financing will allow the business to continue to operate while Allied Group attempts to find a going-concern solution for its business.

Based on the above, it is the Proposed Information Officer's view that: a) Allied Group, including the Canadian Debtors, is dependent on a DIP Facility to fund its operations and these proceedings; and b) the proposed DIP Charge is reasonable in the circumstances and necessary to preserve the going-concern value of the Canadian Debtors.

5.0 Conclusion

Based on the foregoing, it is the Proposed Information Officer's view that the relief being sought by the Foreign Representative is reasonable.

* * *

All of which is respectfully submitted,

Duff + Phelps Canada Restructuring Inc.

**DUFF & PHELPS CANADA RESTRUCTURING INC.
IN ITS CAPACITY AS PROPOSED INFORMATION OFFICER OF
ALLIED SYSTEMS HOLDINGS, INC., ALLIED SYSTEMS (CANADA) COMPANY, AXIS
CANADA COMPANY AND THOSE OTHER COMPANIES LISTED ON SCHEDULE "A"
HERETO AND NOT IN ITS PERSONAL CAPACITY**

⁴ The Canadian Debtors expensed but did not pay \$5.1 million related to these management fees for the year ended December 31, 2011.

Schedule “A”

SCHEDULE A – APPLICANTS

Allied Systems Holdings, Inc.

Allied Automotive Group, Inc.

Allied Freight Broker LLC

Allied Systems (Canada) Company

Allied Systems, Ltd. (L.P.)

Axis Areta, LLC

Axis Canada Company

Axis Group, Inc.

Commercial Carriers, Inc.

CT Services, Inc.

Cordin Transport LLC

F.J. Boutell Driveway LLC

GACS Incorporated

Logistic Systems, LLC

Logistic Technology, LLC

QAT, Inc.

RMX LLC

Transport Support LLC

Terminal Services LLC

Appendix “A”

UNITED STATES BANKRUPTCY COURT District of Delaware		INVOLUNTARY PETITION
IN RE (Name of Debtor - If Individual: Last, First, Middle) Allied Systems Holdings, Inc.	ALL OTHER NAMES used by debtor in the last 8 years (Include married, maiden, and trade names.) Allied Holdings, Inc.	
Last four digits of Social Security or other Individual's Tax-I.D. No /Complete EIN (If more than one, state all.): 58-0360550		
STREET ADDRESS OF DEBTOR (No. and street, city, state, and zip code) 2711 Centerville Road, Suite 400 Wilmington, Delaware 19808 COUNTY OF RESIDENCE OR PRINCIPAL PLACE OF BUSINESS New Castle ZIP CODE 19808	MAILING ADDRESS OF DEBTOR (If different from street address) 2302 Parklake Drive, Building 15 Suite 600, Atlanta, GA 30345 ZIP CODE 30345	
LOCATION OF PRINCIPAL ASSETS OF BUSINESS DEBTOR (If different from previously listed addresses)		
CHAPTER OF BANKRUPTCY CODE UNDER WHICH PETITION IS FILED <input type="checkbox"/> Chapter 7 <input checked="" type="checkbox"/> Chapter 11		
INFORMATION REGARDING DEBTOR (Check applicable boxes)		
Nature of Debts (Check one box.) Petitioners believe: <input type="checkbox"/> Debts are primarily consumer debts <input checked="" type="checkbox"/> Debts are primarily business debts	Type of Debtor (Form of Organization) <input type="checkbox"/> Individual (Includes Joint Debtor) <input checked="" type="checkbox"/> Corporation (Includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box.) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51)(B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other
VENUE <input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in the District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District. <input type="checkbox"/> A bankruptcy case concerning debtor's affiliate, general partner or partnership is pending in this District.	FILING FEE (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Petitioner is a child support creditor or its representative, and the form specified in § 304(g) of the Bankruptcy Reform Act of 1994 is attached. <i>[If a child support creditor or its representative is a petitioner, and if the petitioner files the form specified in § 304(g) of the Bankruptcy Reform Act of 1994, no fee is required.]</i>	
PENDING BANKRUPTCY CASE FILED BY OR AGAINST ANY PARTNER OR AFFILIATE OF THIS DEBTOR (Report information for any additional cases on attached sheets.)		
Name of Debtor	Case Number	Date
Relationship	District	Judge
ALLEGATIONS (Check applicable boxes)		COURT USE ONLY
1. <input checked="" type="checkbox"/> Petitioner (s) are eligible to file this petition pursuant to 11 U.S.C. § 303 (b). 2. <input checked="" type="checkbox"/> The debtor is a person against whom an order for relief may be entered under title 11 of the United States Code. 3.a. <input checked="" type="checkbox"/> The debtor is generally not paying such debtor's debts as they become due, unless such debts are the subject of a bona fide dispute as to liability or amount; or b. <input type="checkbox"/> Within 120 days preceding the filing of this petition, a custodian, other than a trustee receiver, or agent appointed or authorized to take charge of less than substantially all of the property of the debtor for the purpose of enforcing a lien against such property, was appointed or took possession.		

Name of Debtor Allied Systems Holdings, Inc.

Case No. _____

TRANSFER OF CLAIM		
<input checked="" type="checkbox"/> Check this box if there has been a transfer of any claim against the debtor by or to any petitioner. Attach all documents that evidence the transfer and any statements that are required under Bankruptcy Rule 1003(a).		
REQUEST FOR RELIEF		
Petitioner(s) request that an order for relief be entered against the debtor under the chapter of title 11, United States Code, specified in this petition. If any petitioner is a foreign representative appointed in a foreign proceeding, a certified copy of the order of the court granting recognition is attached.		
Petitioner(s) declare under penalty of perjury that the foregoing is true and correct according to the best of their knowledge, information, and belief.		
<p>x <u>[Signature]</u></p> <p>Signature of Petitioner or Representative (State title) BDCM Opportunity Fund II, LP</p> <p>Name of Petitioner _____ Date Signed _____</p> <p>Name & Mailing Stephen H. Deckoff, Managing Principal BDCM Opportunity Fund II, LP</p> <p>Address of Individual By: BDCM Opportunity Fund II, Adviser, L.L.C. One Sound Shore Drive Greenwich, CT 06830</p> <p>Signing in Representative Capacity _____</p>	<p>x <u>[Signature]</u> 5/17/12</p> <p>Signature of Attorney _____ Date _____</p> <p>Name of Attorney Firm (If any) Landis Rath & Cobb LLP By Kerri K. Mumford (DE 4186)</p> <p>Address 919 Market St., Suite 1800 Wilmington, DE 19801</p> <p>Telephone No. (302) 467-4400</p>	
<p>x <u>[Signature]</u></p> <p>Signature of Petitioner or Representative (State title) Black Diamond CLO 2005-1 Ltd.</p> <p>Name of Petitioner _____ Date Signed _____</p> <p>Name & Mailing Stephen H. Deckoff, Managing Principal Black Diamond CLO 2005-1 Ltd.</p> <p>Address of Individual By: Black Diamond CLO 2005-1 Adviser, L.L.C. One Sound Shore Drive Greenwich, CT 06830</p> <p>Signing in Representative Capacity _____</p>	<p>x <u>[Signature]</u> 5/17/12</p> <p>Signature of Attorney _____ Date _____</p> <p>Name of Attorney Firm (If any) Landis Rath & Cobb LLP</p> <p>Address 919 Market St., Suite 1800 Wilmington, DE 19801</p> <p>Telephone No. (302) 467-4400</p>	
<p>x _____</p> <p>Signature of Petitioner or Representative (State title) Spectrum Investment Partners LP</p> <p>Name of Petitioner _____ Date Signed _____</p> <p>Name & Mailing Jeffrey A. Schaffer, Managing Member Spectrum Investment Partners LP</p> <p>Address of Individual By: Spectrum Group Management LLC 1250 Broadway, 19th Floor New York, NY 10001</p> <p>Signing in Representative Capacity _____</p>	<p>x _____</p> <p>Signature of Attorney _____ Date _____</p> <p>Name of Attorney Firm (If any) Landis Rath & Cobb LLP</p> <p>Address 919 Market St., Suite 1800 Wilmington, DE 19801</p> <p>Telephone No. (302) 467-4400</p>	
PETITIONING CREDITORS		
Name and Address of Petitioner BDCM Opportunity Fund II, LP	Nature of Claim Bus. debt - loan default	Amount of Claim At Least \$26.8 million
Name and Address of Petitioner Black Diamond CLO 2005-1 Ltd.	Nature of Claim Bus. debt - loan default	Amount of Claim At Least \$4.5 million
Name and Address of Petitioner Spectrum Investment Partners LP	Nature of Claim Bus. debt - loan default	Amount of Claim At Least \$21.5 million
Note: If there are more than three petitioners, attach additional sheets with the statement under penalty of perjury, each petitioner's signature under the statement and the name of attorney and petitioning creditor information in the format above.		Total Amount of Petitioners' Claims At Least \$52.8 million

0 continuation sheets attached

Name of Debtor Allied Systems Holdings, Inc.

Case No. _____

TRANSFER OF CLAIM		
<input checked="" type="checkbox"/> Check this box if there has been a transfer of any claim against the debtor by or to any petitioner. Attach all documents that evidence the transfer and any statements that are required under Bankruptcy Rule 1003(a).		
REQUEST FOR RELIEF		
Petitioner(s) request that an order for relief be entered against the debtor under the chapter of title 11, United States Code, specified in this petition. If any petitioner is a foreign representative appointed in a foreign proceeding, a certified copy of the order of the court granting recognition is attached.		
Petitioner(s) declare under penalty of perjury that the foregoing is true and correct according to the best of their knowledge, information, and belief.		
<p>x _____ Signature of Petitioner or Representative (State title) BDCM Opportunity Fund II, LP</p> <p>Name of Petitioner _____ Date Signed _____ Stephen H. Deckoff, Managing Principal</p> <p>Name & Mailing _____ BDCM Opportunity Fund II, LP</p> <p>Address of Individual _____ By: BDCM Opportunity Fund II, Adviser, L.L.C.</p> <p>Signing in Representative _____ One Sound Shore Drive</p> <p>Capacity _____ Suite 200 Greenwich, CT 06830</p>	<p>x _____ Signature of Attorney _____ Date _____ Landis Rath & Cobb LLP By Kerri K. Mumford (DE 4186)</p> <p>Name of Attorney Firm (If any) _____ 919 Market St., Suite 1800 Wilmington, DE 19801</p> <p>Address _____ (302) 467-4400</p> <p>Telephone No. _____</p>	
<p>x _____ Signature of Petitioner or Representative (State title) Black Diamond CLO 2005-1 Ltd.</p> <p>Name of Petitioner _____ Date Signed _____ Stephen H. Deckoff, Managing Principal</p> <p>Name & Mailing _____ Black Diamond CLO 2005-1 Ltd.</p> <p>Address of Individual _____ By: Black Diamond CLO 2005-1 Adviser, L.L.C.</p> <p>Signing in Representative _____ One Sound Shore Drive</p> <p>Capacity _____ Suite 200 Greenwich, CT 06830</p>	<p>x _____ Signature of Attorney _____ Date _____ Landis Rath & Cobb LLP</p> <p>Name of Attorney Firm (If any) _____ 919 Market St., Suite 1800 Wilmington, DE 19801</p> <p>Address _____ (302) 467-4400</p> <p>Telephone No. _____</p>	
<p>x _____ Signature of Petitioner or Representative (State title) Spectrum Investment Partners LP</p> <p>Name of Petitioner _____ Date Signed _____ Jeffrey A. Schaffer, Managing Member</p> <p>Name & Mailing _____ Spectrum Investment Partners LP</p> <p>Address of Individual _____ By: Spectrum Group Management LLC</p> <p>Signing in Representative _____ 1250 Broadway, 19th Floor</p> <p>Capacity _____ New York, NY 10001</p>	<p>x <i>Kerri Mumford</i> Signature of Attorney _____ Date _____ Landis Rath & Cobb LLP</p> <p>Name of Attorney Firm (If any) _____ 919 Market St., Suite 1800 Wilmington, DE 19801</p> <p>Address _____ (302) 467-4400</p> <p>Telephone No. _____</p>	
PETITIONING CREDITORS		
Name and Address of Petitioner	Nature of Claim	Amount of Claim
BDCM Opportunity Fund II, LP	Bus. debt - loan default	At Least \$26.8 million
Name and Address of Petitioner	Nature of Claim	Amount of Claim
Black Diamond CLO 2005-1 Ltd.	Bus. debt - loan default	At Least \$4.5 million
Name and Address of Petitioner	Nature of Claim	Amount of Claim
Spectrum Investment Partners LP	Bus. debt - loan default	At Least \$21.5 million
Note: If there are more than three petitioners, attach additional sheets with the statement under penalty of perjury, each petitioner's signature under the statement and the name of attorney and petitioning creditor information in the format above.		Total Amount of Petitioners' Claims At Least \$52.8 million

0 continuation sheets attached

UNITED STATES BANKRUPTCY COURT District of Delaware		INVOLUNTARY PETITION
IN RE (Name of Debtor - If Individual: Last, First, Middle) Allied Systems, Ltd. (L.P.)		ALL OTHER NAMES used by debtor in the last 8 years (Include married, maiden, and trade names.)
Last four digits of Social-Security or other Individual's Tax-I.D. No./Complete EIN (If more than one, state all.): 58-1710028		
STREET ADDRESS OF DEBTOR (No. and street, city, state, and zip code) 2302 Parklake Drive, Building 15 Suite 600, Atlanta, GA 30345		MAILING ADDRESS OF DEBTOR (If different from street address)
COUNTY OF RESIDENCE OR PRINCIPAL PLACE OF BUSINESS DeKalb County		ZIP CODE 30345
LOCATION OF PRINCIPAL ASSETS OF BUSINESS DEBTOR (If different from previously listed addresses)		
CHAPTER OF BANKRUPTCY CODE UNDER WHICH PETITION IS FILED <input type="checkbox"/> Chapter 7 <input checked="" type="checkbox"/> Chapter 11		
INFORMATION REGARDING DEBTOR (Check applicable boxes)		
Nature of Debts (Check one box.) Petitioners believe: <input type="checkbox"/> Debts are primarily consumer debts <input checked="" type="checkbox"/> Debts are primarily business debts	Type of Debtor (Form of Organization) <input type="checkbox"/> Individual (Includes Joint Debtor) <input type="checkbox"/> Corporation (Includes LLC and LLP) <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box.) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51)(B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other
VENUE <input type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in the District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District. <input checked="" type="checkbox"/> A bankruptcy case concerning debtor's affiliate, general partner or partnership is pending in this District.	FILING FEE (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Petitioner is a child support creditor or its representative, and the form specified in § 304(g) of the Bankruptcy Reform Act of 1994 is attached. <i>{If a child support creditor or its representative is a petitioner, and if the petitioner files the form specified in § 304(g) of the Bankruptcy Reform Act of 1994, no fee is required.}</i>	
PENDING BANKRUPTCY CASE FILED BY OR AGAINST ANY PARTNER OR AFFILIATE OF THIS DEBTOR (Report information for any additional cases on attached sheets.)		
Name of Debtor Allied Systems Holdings, Inc.	Case Number Pending	Date
Relationship Affiliate	District District of Delaware	Judge Pending
ALLEGATIONS (Check applicable boxes) 1. <input checked="" type="checkbox"/> Petitioner (s) are eligible to file this petition pursuant to 11 U.S.C. § 303 (b). 2. <input checked="" type="checkbox"/> The debtor is a person against whom an order for relief may be entered under title 11 of the United States Code. 3.a. <input checked="" type="checkbox"/> The debtor is generally not paying such debtor's debts as they become due, unless such debts are the subject of a bona fide dispute as to liability or amount; or b. <input type="checkbox"/> Within 120 days preceding the filing of this petition, a custodian, other than a trustee receiver, or agent appointed or authorized to take charge of less than substantially all of the property of the debtor for the purpose of enforcing a lien against such property, was appointed or took possession.		COURT USE ONLY

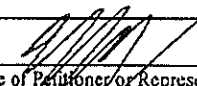

Name of Debtor Allied Systems, Ltd. (L.P.)

Case No. _____

TRANSFER OF CLAIM		
<input checked="" type="checkbox"/> Check this box if there has been a transfer of any claim against the debtor by or to any petitioner. Attach all documents that evidence the transfer and any statements that are required under Bankruptcy Rule 1003(a).		
REQUEST FOR RELIEF		
Petitioner(s) request that an order for relief be entered against the debtor under the chapter of title 11, United States Code, specified in this petition. If any petitioner is a foreign representative appointed in a foreign proceeding, a certified copy of the order of the court granting recognition is attached.		
Petitioner(s) declare under penalty of perjury that the foregoing is true and correct according to the best of their knowledge, information, and belief.		
<p>x <u>[Signature]</u> Signature of Petitioner or Representative (State title) BDCM Opportunity Fund II, LP</p> <p>Name of Petitioner _____ Date Signed _____ Name & Mailing Stephen H. Deckoff, Managing Principal BDCM Opportunity Fund II, LP Address of Individual By: BDCM Opportunity Fund II, Adviser, L.L.C. Signing in Representative One Sound Shore Drive Capacity Suite 200 Greenwich, CT 06830</p>	<p>x <u>[Signature]</u> 5/17/12 Signature of Attorney _____ Date Landis Rath & Cobb LLP By Kerri K. Mumford (DE 4186)</p> <p>Name of Attorney Firm (If any) 919 Market St., Suite 1800 Wilmington, DE 19801 Address (302) 467-4400 Telephone No. _____</p>	
<p>x <u>[Signature]</u> Signature of Petitioner or Representative (State title) Black Diamond CLO 2005-1 Ltd.</p> <p>Name of Petitioner _____ Date Signed _____ Name & Mailing Stephen H. Deckoff, Managing Principal Black Diamond CLO 2005-1 Ltd. Address of Individual By: Black Diamond CLO 2005-1 Adviser, L.L.C. Signing in Representative One Sound Shore Drive Capacity Suite 200 Greenwich, CT 06830</p>	<p>x <u>[Signature]</u> 6/17/12 Signature of Attorney _____ Date Landis Rath & Cobb LLP</p> <p>Name of Attorney Firm (If any) 919 Market St., Suite 1800 Wilmington, DE 19801 Address (302) 467-4400 Telephone No. _____</p>	
<p>x _____ Signature of Petitioner or Representative (State title) Spectrum Investment Partners LP</p> <p>Name of Petitioner _____ Date Signed _____ Name & Mailing Jeffrey A. Schaffer, Managing Member Spectrum Investment Partners LP Address of Individual By: Spectrum Group Management LLC Signing in Representative 1250 Broadway, 19th Floor Capacity New York, NY 10001</p>	<p>x _____ Signature of Attorney _____ Date Landis Rath & Cobb LLP</p> <p>Name of Attorney Firm (If any) 919 Market St., Suite 1800 Wilmington, DE 19801 Address (302) 467-4400 Telephone No. _____</p>	
PETITIONING CREDITORS		
Name and Address of Petitioner BDCM Opportunity Fund II, LP	Nature of Claim Bus. debt - loan default	Amount of Claim At Least \$26.8 million
Name and Address of Petitioner Black Diamond CLO 2005-1 Ltd.	Nature of Claim Bus. debt - loan default	Amount of Claim At Least \$4.5 million
Name and Address of Petitioner Spectrum Investment Partners LP	Nature of Claim Bus. debt - loan default	Amount of Claim At Least \$21.5 million
Note: If there are more than three petitioners, attach additional sheets with the statement under penalty of perjury, each petitioner's signature under the statement and the name of attorney and petitioning creditor information in the format above.		Total Amount of Petitioners' Claims At Least \$52.8 million

Name of Debtor Allied Systems, Ltd. (L.P.)

Case No. _____

TRANSFER OF CLAIM		
<input checked="" type="checkbox"/> Check this box if there has been a transfer of any claim against the debtor by or to any petitioner. Attach all documents that evidence the transfer and any statements that are required under Bankruptcy Rule 1003(a).		
REQUEST FOR RELIEF		
Petitioner(s) request that an order for relief be entered against the debtor under the chapter of title 11, United States Code, specified in this petition. If any petitioner is a foreign representative appointed in a foreign proceeding, a certified copy of the order of the court granting recognition is attached.		
Petitioner(s) declare under penalty of perjury that the foregoing is true and correct according to the best of their knowledge, information, and belief.		
<p>x _____ Signature of Petitioner or Representative (State title) BDCM Opportunity Fund II, LP</p> <p>Name of Petitioner _____ Date Signed _____ Stephen H. Deckoff, Managing Principal</p> <p>Name & Mailing _____ BDCM Opportunity Fund II, LP</p> <p>Address of Individual _____ By: BDCM Opportunity Fund II, Adviser, L.L.C.</p> <p>Signing in Representative _____ One Sound Shore Drive</p> <p>Capacity _____ Suite 200 Greenwich, CT 06830</p>	<p>x _____ Date _____ Signature of Attorney Landis Rath & Cobb LLP By Kerri K. Mumford (DE 4186)</p> <p>Name of Attorney Firm (If any) _____ 919 Market St., Suite 1800 Wilmington, DE 19801</p> <p>Address _____ (302) 467-4400</p> <p>Telephone No. _____</p>	
<p>x _____ Signature of Petitioner or Representative (State title) Black Diamond CLO 2005-1 Ltd.</p> <p>Name of Petitioner _____ Date Signed _____ Stephen H. Deckoff, Managing Principal</p> <p>Name & Mailing _____ Black Diamond CLO 2005-1 Ltd.</p> <p>Address of Individual _____ By: Black Diamond CLO 2005-1 Adviser, L.L.C.</p> <p>Signing in Representative _____ One Sound Shore Drive</p> <p>Capacity _____ Suite 200 Greenwich, CT 06830</p>	<p>x _____ Date _____ Signature of Attorney Landis Rath & Cobb LLP</p> <p>Name of Attorney Firm (If any) _____ 919 Market St., Suite 1800 Wilmington, DE 19801</p> <p>Address _____ (302) 467-4400</p> <p>Telephone No. _____</p>	
<p>x  _____ Signature of Petitioner or Representative (State title) Spectrum Investment Partners LP</p> <p>Name of Petitioner _____ Date Signed _____ Jeffrey A. Schaffer, Managing Member</p> <p>Name & Mailing _____ Spectrum Investment Partners LP</p> <p>Address of Individual _____ By: Spectrum Group Management LLC</p> <p>Signing in Representative _____ 1250 Broadway, 19th Floor</p> <p>Capacity _____ New York, NY 10001</p>	<p>x  _____ Date _____ Signature of Attorney Landis Rath & Cobb LLP</p> <p>Name of Attorney Firm (If any) _____ 919 Market St., Suite 1800 Wilmington, DE 19801</p> <p>Address _____ (302) 467-4400</p> <p>Telephone No. _____</p>	
PETITIONING CREDITORS		
Name and Address of Petitioner	Nature of Claim	Amount of Claim
BDCM Opportunity Fund II, LP	Bus. debt - loan default	At Least \$26.8 million
Name and Address of Petitioner	Nature of Claim	Amount of Claim
Black Diamond CLO 2005-1 Ltd.	Bus. debt - loan default	At Least \$4.5 million
Name and Address of Petitioner	Nature of Claim	Amount of Claim
Spectrum Investment Partners LP	Bus. debt - loan default	At Least \$21.5 million
Note:	If there are more than three petitioners, attach additional sheets with the statement under penalty of perjury, each petitioner's signature under the statement and the name of attorney and petitioning creditor information in the format above.	
		Total Amount of Petitioners' Claims At Least \$52.8 million

0 continuation sheets attached

United States Bankruptcy Court District of Delaware	Voluntary Petition
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Name of Debtor (if individual, enter Last, First, Middle): Transport Support LLC	Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): 38-2349563	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all):
Street Address of Debtor (No. and Street, City, and State): 2302 Parklake Drive, Suite 600 Decatur, GA ZIP CODE 30345	Street Address of Joint Debtor (No. and Street, City, and State): ZIP CODE
County of Residence or of the Principal Place of Business: DeKalb County	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): ZIP CODE	Mailing Address of Joint Debtor (if different from street address): ZIP CODE

Location of Principal Assets of Business Debtor (if different from street address above): ZIP CODE		
Type of Debtor (Form of Organization) (Check one box.)	Nature of Business (Check one box.)	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.)
<input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	<input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other	<input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding
Tax-Exempt Entity (Check box, if applicable.)		Nature of Debts (Check one box.)
<input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).		<input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.

Filing Fee (Check one box.)	Chapter 11 Debtors
<input checked="" type="checkbox"/> Full Filing Fee attached. <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.	Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000. ----- Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).

Statistical/Administrative Information	THIS SPACE IS FOR COURT USE ONLY
<input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.	
Estimated Number of Creditors <input type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input checked="" type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> Over 100,000	
Estimated Assets <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input checked="" type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion	
Estimated Liabilities <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input checked="" type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion	

Voluntary Petition <i>(This page must be completed and filed in every case.)</i>		Name of Debtor(s): Transport Support LLC	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)			
Location Where Filed: See Attachment B	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet.)			
Name of Debtor: See Attachment A	Case Number:	Date Filed:	
District: District of Delaware	Relationship:	Judge:	
<p style="text-align:center;">Exhibit A</p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>		<p style="text-align:center;">Exhibit B</p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).</p> <p>X _____ Signature of Attorney for Debtor(s) (Date)</p>	
Exhibit C			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?			
<input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition.			
<input checked="" type="checkbox"/> No.			
Exhibit D			
(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)			
<input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition.			
If this is a joint petition:			
<input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
Information Regarding the Debtor - Venue (Check any applicable box.)			
<input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.			
<input checked="" type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.			
<input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
Certification by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes.)			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)			
_____ (Name of landlord that obtained judgment)			
_____ (Address of landlord)			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and			
<input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.			
<input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).			

Voluntary Petition
(This page must be completed and filed in every case.)

Name of Debtor(s): **Transport Support LLC**

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

Telephone Number (if not represented by attorney)

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.

Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
(Signature of Foreign Representative)

(Printed Name of Foreign Representative)

Date

Signature of Attorney*

X  _____

Signature of Attorney for Debtor(s)
Mark D. Collins DE No. 2981

Printed Name of Attorney for Debtor(s)
Richards, Layton & Finger, P.A.

Firm Name
One Rodney Square

Address
**920 North King Street
Wilmington, DE 19801**

302-651-7531

Telephone Number
06/10/2012

Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

X _____

Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.


If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X  _____

Signature of Authorized Individual
John F. Blount

Printed Name of Authorized Individual
Senior Vice President

Title of Authorized Individual
06/10/2012

Date

**United States Bankruptcy Court
District of Delaware**



Name of Debtor (if individual, enter Last, First, Middle): Allied Automotive Group, Inc.	Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): 58-2201081	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all):
Street Address of Debtor (No. and Street, City, and State): 2302 Parklake Drive, Suite 600 Atlanta, GA 30345 ZIP CODE 30345	Street Address of Joint Debtor (No. and Street, City, and State): ZIP CODE
County of Residence or of the Principal Place of Business: DeKalb County	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): ZIP CODE	Mailing Address of Joint Debtor (if different from street address): ZIP CODE

Location of Principal Assets of Business Debtor (if different from street address above):
 ZIP CODE

Type of Debtor (Form of Organization) (Check one box.) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box.) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other Tax-Exempt Entity (Check box, if applicable.) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding Nature of Debts (Check one box.) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.
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Filing Fee (Check one box.) <input checked="" type="checkbox"/> Full Filing Fee attached. <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.	Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000. ----- Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
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Statistical/Administrative Information <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors. Estimated Number of Creditors <input type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input checked="" type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> Over 100,000 Estimated Assets <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input checked="" type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion Estimated Liabilities <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input checked="" type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion	THIS SPACE IS FOR COURT USE ONLY
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Voluntary Petition <i>(This page must be completed and filed in every case.)</i>	Name of Debtor(s): Allied Automotive Group, Inc.
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All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)		
Location Where Filed: See Attachment B	Case Number:	Date Filed:

Location Where Filed:	Case Number:	Date Filed:
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Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet.)		
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Name of Debtor: See Attachment A	Case Number:	Date Filed:
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District: District of Delaware	Relationship:	Judge:
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<p style="text-align:center;">Exhibit A</p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>	<p style="text-align:center;">Exhibit B</p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).</p> <p>X _____ Signature of Attorney for Debtor(s) (Date)</p>
--	--

Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

Yes, and Exhibit C is attached and made a part of this petition.

No.

Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

Information Regarding the Debtor - Venue
(Check any applicable box.)

Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.

There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property
(Check all applicable boxes.)

Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

(Name of landlord that obtained judgment)

(Address of landlord)

Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and

Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.

Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

Voluntary Petition

(This page must be completed and filed in every case.)

Name of Debtor(s):

Allied Automotive Group, Inc.

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

Telephone Number (if not represented by attorney)

Date

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)


I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.

Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
(Signature of Foreign Representative)

(Printed Name of Foreign Representative)

Date

X  _____
Signature of Attorney for Debtor(s)

Mark D. Collins DE No. 2981

Printed Name of Attorney for Debtor(s)
Richards, Layton & Finger, P.A.

Firm Name
One Rodney Square

Address 920 North King Street
Wilmington, DE 19801

302-651-7531

Telephone Number
06/10/2012

Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

X _____

Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

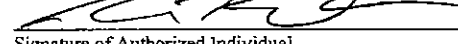
If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X  _____
Signature of Authorized Individual

John F. Blount
Printed Name of Authorized Individual
Senior Vice President

Title of Authorized Individual
06/10/2012

Date

United States Bankruptcy Court District of Delaware	Voluntary Petition
--	---------------------------

Name of Debtor (if individual, enter Last, First, Middle): Allied Freight Broker LLC	Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): 59-2876864	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all):
Street Address of Debtor (No. and Street, City, and State): 2302 Parklake Drive, Suite 600 Decatur, GA <div style="text-align: right;">ZIP CODE 30345</div>	Street Address of Joint Debtor (No. and Street, City, and State): <div style="text-align: right;">ZIP CODE</div>
County of Residence or of the Principal Place of Business: DeKalb County	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): <div style="text-align: right;">ZIP CODE</div>	Mailing Address of Joint Debtor (if different from street address): <div style="text-align: right;">ZIP CODE</div>
Location of Principal Assets of Business Debtor (if different from street address above): <div style="text-align: right;">ZIP CODE</div>	

Type of Debtor (Form of Organization) (Check one box.) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box.) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other Tax-Exempt Entity (Check box, if applicable.) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 Nature of Debts (Check one box.) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.
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Filing Fee (Check one box.) <input checked="" type="checkbox"/> Full Filing Fee attached. <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.	Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000. Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
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Statistical/Administrative Information <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors. Estimated Number of Creditors <input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> Over 100,000 Estimated Assets <input checked="" type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion Estimated Liabilities <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input checked="" type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion	THIS SPACE IS FOR COURT USE ONLY
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Voluntary Petition <i>(This page must be completed and filed in every case.)</i>	Name of Debtor(s): Allied Freight Broker LLC
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All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)

Location Where Filed: See Attachment B	Case Number:	Date Filed:
Location Where Filed:	Case Number:	Date Filed:

Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet.)

Name of Debtor: See Attachment A	Case Number:	Date Filed:
District: District of Delaware	Relationship:	Judge:

<p style="text-align: center;">Exhibit A</p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>	<p style="text-align: center;">Exhibit B</p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).</p> <p>X _____ Signature of Attorney for Debtor(s) (Date)</p>
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Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

Yes, and Exhibit C is attached and made a part of this petition.

No.

Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

Information Regarding the Debtor - Venue
(Check any applicable box.)

Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.

There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property
(Check all applicable boxes.)

Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

(Name of landlord that obtained judgment)

(Address of landlord)

Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and

Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.

Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

Voluntary Petition

(This page must be completed and filed in every case.)

Name of Debtor(s):

Allied Freight Broker LLC

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

Telephone Number (if not represented by attorney)

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.

Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
(Signature of Foreign Representative)

(Printed Name of Foreign Representative)

Date

X _____
Signature of Attorney*

Signature of Attorney for Debtor(s)
Mark D. Collins DE No. 2981

Printed Name of Attorney for Debtor(s)
Richards, Layton & Finger, P.A.

Firm Name
One Rodney Square

Address 920 North King Street
Wilmington, DE 19801

302-651-7531

Telephone Number
06/10/2012

Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

X _____

Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Authorized Individual
John F. Blount

Printed Name of Authorized Individual
Senior Vice President

Title of Authorized Individual
06/10/2012

Date

United States Bankruptcy Court District of Delaware	Voluntary Petition
--	--------------------

Name of Debtor (if individual, enter Last, First, Middle): Allied Systems (Canada) Company	Name of Joint Debtor (Spouse) (Last, First, Middle):
--	--

All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
--	--

Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): 90-0169283	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all):
---	--

Street Address of Debtor (No. and Street, City, and State): 2302 Parklake Drive, Suite 600 Decatur, GA <div style="text-align: right;">ZIP CODE 30345</div>	Street Address of Joint Debtor (No. and Street, City, and State): <div style="text-align: right;">ZIP CODE</div>
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County of Residence or of the Principal Place of Business: DeKalb County	County of Residence or of the Principal Place of Business:
---	--

Mailing Address of Debtor (if different from street address): <div style="text-align: right;">ZIP CODE</div>	Mailing Address of Joint Debtor (if different from street address): <div style="text-align: right;">ZIP CODE</div>
---	---

Location of Principal Assets of Business Debtor (if different from street address above):

ZIP CODE

Type of Debtor (Form of Organization) (Check one box.) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box.) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other Tax-Exempt Entity (Check box, if applicable.) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 Nature of Debts (Check one box.) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.
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Filing Fee (Check one box.) <input checked="" type="checkbox"/> Full Filing Fee attached. <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.	Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000. Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
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Statistical/Administrative Information <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors. Estimated Number of Creditors <input type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input checked="" type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> Over 100,000 Estimated Assets <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input checked="" type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion Estimated Liabilities <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input checked="" type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion	THIS SPACE IS FOR COURT USE ONLY
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Voluntary Petition <i>(This page must be completed and filed in every case.)</i>		Name of Debtor(s): Allied Systems (Canada) Company	
All Prior Bankruptcy Cases Filed Within Last 8 Years (if more than two, attach additional sheet.)			
Location Where Filed: See Attachment B	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (if more than one, attach additional sheet.)			
Name of Debtor: See Attachment A	Case Number:	Date Filed:	
District: District of Delaware	Relationship:	Judge:	
Exhibit A (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)		Exhibit B (To be completed if debtor is an individual whose debts are primarily consumer debts.)	
<input type="checkbox"/> Exhibit A is attached and made a part of this petition.		I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).	
<input type="checkbox"/>		X _____ Signature of Attorney for Debtor(s) (Date)	
Exhibit C			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?			
<input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition.			
<input checked="" type="checkbox"/> No.			
Exhibit D			
(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)			
<input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition.			
If this is a joint petition:			
<input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
Information Regarding the Debtor - Venue (Check any applicable box.)			
<input type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.			
<input checked="" type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.			
<input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
Certification by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes.)			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)			
_____ (Name of landlord that obtained judgment)			
_____ (Address of landlord)			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and			
<input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.			
<input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).			

Voluntary Petition

(This page must be completed and filed in every case.)

Name of Debtor(s):

Allied Systems (Canada) Company

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

Telephone Number (if not represented by attorney)

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.


Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
(Signature of Foreign Representative)

(Printed Name of Foreign Representative)

Date

Signature of Attorney*

X  _____

Signature of Attorney for Debtor(s)
Mark D. Collins DE No. 2981

Printed Name of Attorney for Debtor(s)
Richards, Layton & Finger, P.A.

Firm Name
One Rodney Square

Address **920 North King Street**
Wilmington, DE 19801

302-651-7531

Telephone Number
06/10/2012

Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

X _____

Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X  _____

Signature of Authorized Individual
John F. Blount

Printed Name of Authorized Individual
Vice President

Title of Authorized Individual
06/10/2012

Date

United States Bankruptcy Court District of Delaware	Voluntary Petition
--	---------------------------

Name of Debtor (if individual, enter Last, First, Middle): Axis Areta, LLC	Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): 45-5215545	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all):
Street Address of Debtor (No. and Street, City, and State): 2302 Parklake Drive, Suite 400 Decatur, GA ZIP CODE 30345	Street Address of Joint Debtor (No. and Street, City, and State): ZIP CODE
County of Residence or of the Principal Place of Business: DeKalb County	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): ZIP CODE	Mailing Address of Joint Debtor (if different from street address): ZIP CODE

Location of Principal Assets of Business Debtor (if different from street address above):
 ZIP CODE

Type of Debtor (Form of Organization) (Check one box.) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box.) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other Tax-Exempt Entity (Check box, if applicable.) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding Nature of Debts (Check one box.) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.
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Filing Fee (Check one box.) <input checked="" type="checkbox"/> Full Filing Fee attached. <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.	Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000. Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
--	---

Statistical/Administrative Information <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors. Estimated Number of Creditors <input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> Over 100,000 Estimated Assets <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input checked="" type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion Estimated Liabilities <input checked="" type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion	THIS SPACE IS FOR COURT USE ONLY
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Voluntary Petition <i>(This page must be completed and filed in every case.)</i>	Name of Debtor(s): Axis Areta, LLC
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All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)

Location Where Filed: See Attachment B	Case Number:	Date Filed:
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Location Where Filed:	Case Number:	Date Filed:
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Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet.)

Name of Debtor: See Attachment A	Case Number:	Date Filed:
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District: District of Delaware	Relationship:	Judge:
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<p style="text-align: center;">Exhibit A</p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>	<p style="text-align: center;">Exhibit B</p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).</p> <p>X _____ Signature of Attorney for Debtor(s) (Date)</p>
---	--

Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

- Yes, and Exhibit C is attached and made a part of this petition.
- No.

Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

- Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

- Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

Information Regarding the Debtor - Venue

(Check any applicable box.)

- Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.
- There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.
- Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property

(Check all applicable boxes.)

- Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

 (Name of landlord that obtained judgment)

 (Address of landlord)

- Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and
- Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.
- Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

Voluntary Petition

(This page must be completed and filed in every case.)

Name of Debtor(s):

Axis Areta, LLC

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

Telephone Number (if not represented by attorney)

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only **one** box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.

Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
(Signature of Foreign Representative)

(Printed Name of Foreign Representative)

Date

Signature of Attorney*

X  _____

Signature of Attorney for Debtor(s)

Mark D. Collins DE No. 2981

Printed Name of Attorney for Debtor(s)

Richards, Layton & Finger, P.A.

Firm Name

One Rodney Square

Address 920 North King Street

Wilmington, DE 19801

302-651-7531

Telephone Number

06/10/2012

Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

X _____

Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X  _____

Signature of Authorized Individual

John F. Blount

Printed Name of Authorized Individual

Vice President of AX Intl, which is sole member of debtor

Title of Authorized Individual

06/10/2012

Date

**United States Bankruptcy Court
District of Delaware**



Name of Debtor (if individual, enter Last, First, Middle): Axis Canada Company	Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): 87568828 (Canadian Business Number)	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all):
Street Address of Debtor (No. and Street, City, and State): 2302 Parklake Drive, Suite 400 Decatur, GA <div style="text-align: right; border: 1px solid black; padding: 2px;">ZIP CODE 30345</div>	Street Address of Joint Debtor (No. and Street, City, and State): <div style="text-align: right; border: 1px solid black; padding: 2px;">ZIP CODE</div>
County of Residence or of the Principal Place of Business: DeKalb County	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): <div style="text-align: right; border: 1px solid black; padding: 2px;">ZIP CODE</div>	Mailing Address of Joint Debtor (if different from street address): <div style="text-align: right; border: 1px solid black; padding: 2px;">ZIP CODE</div>

Location of Principal Assets of Business Debtor (if different from street address above):

ZIP CODE

<p align="center">Type of Debtor (Form of Organization) (Check one box.)</p> <p><input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i></p> <p><input checked="" type="checkbox"/> Corporation (includes LLC and LLP)</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)</p>	<p align="center">Nature of Business (Check one box.)</p> <p><input type="checkbox"/> Health Care Business</p> <p><input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B)</p> <p><input type="checkbox"/> Railroad</p> <p><input type="checkbox"/> Stockbroker</p> <p><input type="checkbox"/> Commodity Broker</p> <p><input type="checkbox"/> Clearing Bank</p> <p><input checked="" type="checkbox"/> Other</p> <hr/> <p align="center">Tax-Exempt Entity (Check box, if applicable.)</p> <p><input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).</p>	<p align="center">Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.)</p> <p><input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding</p> <p><input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding</p> <p><input checked="" type="checkbox"/> Chapter 11</p> <p><input type="checkbox"/> Chapter 12</p> <p><input type="checkbox"/> Chapter 13</p> <hr/> <p align="center">Nature of Debts (Check one box.)</p> <p><input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."</p> <p><input checked="" type="checkbox"/> Debts are primarily business debts.</p>
---	---	---

<p align="center">Filing Fee (Check one box.)</p> <p><input checked="" type="checkbox"/> Full Filing Fee attached.</p> <p><input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A.</p> <p><input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.</p>	<p align="center">Chapter 11 Debtors</p> <p>Check one box:</p> <p><input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D).</p> <p><input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D).</p> <p>Check if:</p> <p><input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000.</p> <hr/> <p>Check all applicable boxes:</p> <p><input type="checkbox"/> A plan is being filed with this petition.</p> <p><input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).</p>
--	---

<p>Statistical/Administrative Information</p> <p><input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors.</p> <p><input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.</p>	<p>THIS SPACE IS FOR COURT USE ONLY</p>
<p>Estimated Number of Creditors</p> <p><input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> Over 100,000</p>	
<p>Estimated Assets</p> <p><input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input checked="" type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion</p>	
<p>Estimated Liabilities</p> <p><input checked="" type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion</p>	

Voluntary Petition <i>(This page must be completed and filed in every case.)</i>	Name of Debtor(s): Axis Canada Company
--	---

All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)

Location Where Filed: See Attachment B	Case Number:	Date Filed:
Location Where Filed:	Case Number:	Date Filed:

Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet.)

Name of Debtor: See Attachment A	Case Number:	Date Filed:
District: District of Delaware	Relationship:	Judge:

<p style="text-align: center;">Exhibit A</p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>	<p style="text-align: center;">Exhibit B</p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).</p> <p>X _____ Signature of Attorney for Debtor(s) (Date)</p>
---	--

Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

Yes, and Exhibit C is attached and made a part of this petition.

No.

Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

Information Regarding the Debtor - Venue
 (Check any applicable box.)

Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.

There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property
 (Check all applicable boxes.)

Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

 (Name of landlord that obtained judgment)

 (Address of landlord)

Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and

Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.

Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

Voluntary Petition
(This page must be completed and filed in every case.)

Name of Debtor(s): **Axis Canada Company**

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

Telephone Number (if not represented by attorney)

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.

Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
(Signature of Foreign Representative)

(Printed Name of Foreign Representative)

Date

Signature of Attorney*

X  _____

Signature of Attorney for Debtor(s)
Mark D. Collins DE No. 2981

Printed Name of Attorney for Debtor(s)
Richards, Layton & Finger, P.A.

Firm Name
One Rodney Sqaure

Address **920 North King Street**
Wilmington, DE 19801

302-651-7531

Telephone Number
06/10/2012

Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

X _____

Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

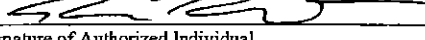
If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X  _____
Signature of Authorized Individual

John F. Blount
Printed Name of Authorized Individual
Vice President

Title of Authorized Individual
06/10/2012

Date

United States Bankruptcy Court District of Delaware	Voluntary Petition
--	--------------------

Name of Debtor (if individual, enter Last, First, Middle): Axis Group, Inc.	Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): 58-2204628	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all):
Street Address of Debtor (No. and Street, City, and State): 2302 Parklake Drive, Suite 400 Decatur, GA ZIP CODE 30345	Street Address of Joint Debtor (No. and Street, City, and State): ZIP CODE
County of Residence or of the Principal Place of Business: DeKalb County	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): ZIP CODE	Mailing Address of Joint Debtor (if different from street address): ZIP CODE

Location of Principal Assets of Business Debtor (if different from street address above): ZIP CODE		
Type of Debtor (Form of Organization) (Check one box.) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box.) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other Tax-Exempt Entity (Check box, if applicable.) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding Nature of Debts (Check one box.) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.

Filing Fee (Check one box.) <input checked="" type="checkbox"/> Full Filing Fee attached. <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.	Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000. Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
--	---

Statistical/Administrative Information <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors. Estimated Number of Creditors <input type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input checked="" type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> Over 100,000 Estimated Assets <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input checked="" type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion Estimated Liabilities <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input checked="" type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion	THIS SPACE IS FOR COURT USE ONLY
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Voluntary Petition <i>(This page must be completed and filed in every case.)</i>		Name of Debtor(s): Axis Group, Inc.	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)			
Location Where Filed: See Attachment B	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet.)			
Name of Debtor: See Attachment A		Case Number:	
District: District of Delaware		Relationship:	
Judge:		Judge:	
<p style="text-align: center;">Exhibit A</p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>		<p style="text-align: center;">Exhibit B</p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).</p> <p>X _____ Signature of Attorney for Debtor(s) (Date)</p>	
Exhibit C			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?			
<p><input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition.</p> <p><input checked="" type="checkbox"/> No.</p>			
Exhibit D			
(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)			
<p><input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition.</p> <p>If this is a joint petition:</p> <p><input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.</p>			
Information Regarding the Debtor - Venue (Check any applicable box.)			
<p><input type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.</p> <p><input checked="" type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.</p> <p><input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.</p>			
Certification by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes.)			
<p><input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">(Name of landlord that obtained judgment)</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">(Address of landlord)</p>			
<p><input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and</p> <p><input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.</p> <p><input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).</p>			

Voluntary Petition
(This page must be completed and filed in every case.)

Name of Debtor(s): **Axis Group, Inc.**

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct.

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

(Check only one box.)

[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
Signature of Debtor

X _____
(Signature of Foreign Representative)

X _____
Signature of Joint Debtor

(Printed Name of Foreign Representative)

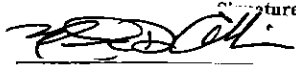
Telephone Number (if not represented by attorney)

Date

Date

Signature of Attorney*

Signature of Non-Attorney Bankruptcy Petition Preparer

X 
Signature of Attorney for Debtor(s)
Mark D. Collins DE No. 2981

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name of Attorney for Debtor(s)
Richards, Layton & Finger, P.A.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Firm Name
One Rodney Sqaure

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address
920 North King Street

Wilmington, DE 19801

Telephone Number
302-651-7531

Date
06/10/2012

Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Debtor (Corporation/Partnership)

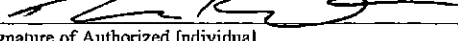
Address

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

X _____

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

Date

X 
Signature of Authorized Individual
John F. Blount

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.

Printed Name of Authorized Individual
Senior Vice President

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

Title of Authorized Individual
06/10/2012

Date

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

United States Bankruptcy Court District of Delaware	Voluntary Petition
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Name of Debtor (if individual, enter Last, First, Middle): Commercial Carriers, Inc.	Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): 38-0436930	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all):
Street Address of Debtor (No. and Street, City, and State): 2302 Parklake Drive, Suite 600 Decatur, GA ZIP CODE 30345	Street Address of Joint Debtor (No. and Street, City, and State): ZIP CODE
County of Residence or of the Principal Place of Business: DeKalb County	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): ZIP CODE	Mailing Address of Joint Debtor (if different from street address): ZIP CODE

Location of Principal Assets of Business Debtor (if different from street address above):
 ZIP CODE

Type of Debtor (Form of Organization) (Check one box.) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box.) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other Tax-Exempt Entity (Check box, if applicable.) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding Nature of Debts (Check one box.) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.
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Filing Fee (Check one box.) <input checked="" type="checkbox"/> Full Filing Fee attached. <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.	Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000. Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
--	---

Statistical/Administrative Information <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors. Estimated Number of Creditors <input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> Over 100,000 Estimated Assets <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input checked="" type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion Estimated Liabilities <input checked="" type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion	THIS SPACE IS FOR COURT USE ONLY
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Voluntary Petition <i>(This page must be completed and filed in every case.)</i>		Name of Debtor(s): Commercial Carriers, Inc.	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)			
Location Where Filed: See Attachment B	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet.)			
Name of Debtor: See Attachment A	Case Number:	Date Filed:	
District: District of Delaware	Relationship:	Judge:	
Exhibit A (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.) <input type="checkbox"/> Exhibit A is attached and made a part of this petition.		Exhibit B (To be completed if debtor is an individual whose debts are primarily consumer debts.) I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b). X _____ Signature of Attorney for Debtor(s) (Date)	
Exhibit C			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?			
<input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition.			
<input checked="" type="checkbox"/> No.			
Exhibit D			
(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)			
<input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition.			
If this is a joint petition:			
<input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
Information Regarding the Debtor - Venue (Check any applicable box.)			
<input type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.			
<input checked="" type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.			
<input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
Certification by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes.)			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)			
_____ (Name of landlord that obtained judgment)			
_____ (Address of landlord)			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and			
<input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.			
<input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).			

Voluntary Petition
(This page must be completed and filed in every case.)

Name of Debtor(s): **Commercial Carriers, Inc.**

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct.

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

(Check only **one** box.)

[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
Signature of Debtor

X _____
(Signature of Foreign Representative)

X _____
Signature of Joint Debtor

(Printed Name of Foreign Representative)


Telephone Number (if not represented by attorney)

Date

Date

Signature of Attorney*

Signature of Non-Attorney Bankruptcy Petition Preparer

X 

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Signature of Attorney for Debtor(s)
Mark D. Collins DE No. 2981

Printed Name and title, if any, of Bankruptcy Petition Preparer

Printed Name of Attorney for Debtor(s)
Richards, Layton & Finger, P.A.

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Firm Name
One Rodney Square

Address
**920 North King Street
Wilmington, DE 19801**

Address

Telephone Number
302-651-7531

Telephone Number

Date
06/10/2012

Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Debtor (Corporation/Partnership)

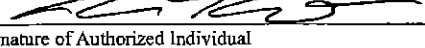
X _____

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

Date

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.

X 

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

Signature of Authorized Individual
John F. Blount

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

Printed Name of Authorized Individual
Senior Vice President

Title of Authorized Individual
06/10/2012

Date

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

United States Bankruptcy Court District of Delaware	Voluntary Petition
--	---------------------------

Name of Debtor (if individual, enter Last, First, Middle): Cordin Transport, LLC	Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): 38-1985795	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all):
Street Address of Debtor (No. and Street, City, and State): 2302 Parklake Drive, Suite 400 Decatur, GA ZIP CODE 30345	Street Address of Joint Debtor (No. and Street, City, and State): ZIP CODE
County of Residence or of the Principal Place of Business: DeKalb County	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): ZIP CODE	Mailing Address of Joint Debtor (if different from street address): ZIP CODE

Location of Principal Assets of Business Debtor (if different from street address above):
 ZIP CODE

Type of Debtor (Form of Organization) (Check one box.) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box.) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other Tax-Exempt Entity (Check box, if applicable.) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 Nature of Debts (Check one box.) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.
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Filing Fee (Check one box.) <input checked="" type="checkbox"/> Full Filing Fee attached. <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.	Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000. Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
--	--

Statistical/Administrative Information <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors. Estimated Number of Creditors <input type="checkbox"/> 1-49 <input checked="" type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> Over 100,000 Estimated Assets <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input checked="" type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion Estimated Liabilities <input checked="" type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion	THIS SPACE IS FOR COURT USE ONLY
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Voluntary Petition <i>(This page must be completed and filed in every case.)</i>		Name of Debtor(s): Cordin Transport LLC	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)			
Location Where Filed: See Attachment B	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet.)			
Name of Debtor: See Attachment A	Case Number:	Date Filed:	
District: District of Delaware	Relationship:	Judge:	
<p style="text-align: center;">Exhibit A</p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>	<p style="text-align: center;">Exhibit B</p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).</p> <p>X _____ Signature of Attorney for Debtor(s) (Date)</p>		
Exhibit C			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?			
<input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition.			
<input checked="" type="checkbox"/> No.			
Exhibit D			
(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)			
<input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition.			
If this is a joint petition:			
<input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
Information Regarding the Debtor - Venue (Check any applicable box.)			
<input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.			
<input checked="" type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.			
<input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
Certification by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes.)			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)			
_____ (Name of landlord that obtained judgment)			
_____ (Address of landlord)			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and			
<input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.			
<input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).			

Voluntary Petition
(This page must be completed and filed in every case.)

Name of Debtor(s):
Cordin Transport LLC

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct.

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

(Check only one box.)

[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
Signature of Debtor

X _____
(Signature of Foreign Representative)


X _____
Signature of Joint Debtor

(Printed Name of Foreign Representative)

Telephone Number (if not represented by attorney)

Date

Date

X  of Attorney*

Signature of Non-Attorney Bankruptcy Petition Preparer

Signature of Attorney for Debtor(s)

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Mark D. Collins DE No. 2981

Printed Name of Attorney for Debtor(s)

Printed Name and title, if any, of Bankruptcy Petition Preparer

Richards, Layton & Finger, P.A.

Firm Name

One Rodney Square

Address

920 North King Street

Wilmington, DE 19801

302-651-7531

Telephone Number

06/10/2012

Date

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

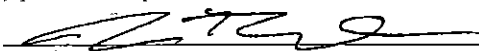
Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

X _____

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

Date

X 

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.

Signature of Authorized Individual

John F. Blount

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

Printed Name of Authorized Individual

Senior Vice President

Title of Authorized Individual

06/10/2012

Date

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

**United States Bankruptcy Court
District of Delaware**

Name of Debtor (if individual, enter Last, First, Middle): CT Services, Inc.	Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): 38-2918187	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all):
Street Address of Debtor (No. and Street, City, and State): 2302 Parklake Drive, Suite 400 Decatur, GA ZIP CODE 30345	Street Address of Joint Debtor (No. and Street, City, and State): ZIP CODE
County of Residence or of the Principal Place of Business: DeKalb County	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): ZIP CODE	Mailing Address of Joint Debtor (if different from street address): ZIP CODE

Location of Principal Assets of Business Debtor (if different from street address above):
 ZIP CODE

Type of Debtor (Form of Organization) (Check one box.) <ul style="list-style-type: none"> <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.) 	Nature of Business (Check one box.) <ul style="list-style-type: none"> <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other <hr/> Tax-Exempt Entity (Check box, if applicable.) <ul style="list-style-type: none"> <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code). 	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.) <table style="width:100%; border: none;"> <tr> <td><input type="checkbox"/> Chapter 7</td> <td><input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding</td> </tr> <tr> <td><input type="checkbox"/> Chapter 9</td> <td><input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding</td> </tr> <tr> <td><input checked="" type="checkbox"/> Chapter 11</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Chapter 12</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Chapter 13</td> <td></td> </tr> </table> <hr/> Nature of Debts (Check one box.) <table style="width:100%; border: none;"> <tr> <td><input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."</td> <td><input checked="" type="checkbox"/> Debts are primarily business debts.</td> </tr> </table>	<input type="checkbox"/> Chapter 7	<input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding	<input type="checkbox"/> Chapter 9	<input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding	<input checked="" type="checkbox"/> Chapter 11		<input type="checkbox"/> Chapter 12		<input type="checkbox"/> Chapter 13		<input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."	<input checked="" type="checkbox"/> Debts are primarily business debts.
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Filing Fee (Check one box.) <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Full Filing Fee attached. <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B. 	Chapter 11 Debtors <p>Check one box:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). <p>Check if:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000. <hr/> <p>Check all applicable boxes:</p> <ul style="list-style-type: none"> <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
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Statistical/Administrative Information <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors. <table style="width:100%; border: none;"> <tr> <td colspan="11">Estimated Number of Creditors</td> </tr> <tr> <td><input type="checkbox"/> 1-49</td> <td><input checked="" type="checkbox"/> 50-99</td> <td><input type="checkbox"/> 100-199</td> <td><input type="checkbox"/> 200-999</td> <td><input type="checkbox"/> 1,000-5,000</td> <td><input type="checkbox"/> 5,001-10,000</td> <td><input type="checkbox"/> 10,001-25,000</td> <td><input type="checkbox"/> 25,001-50,000</td> <td><input type="checkbox"/> 50,001-100,000</td> <td><input type="checkbox"/> 100,001-500,000</td> <td><input type="checkbox"/> Over 500,000</td> </tr> <tr> <td colspan="11">Estimated Assets</td> </tr> <tr> <td><input type="checkbox"/> \$0 to \$50,000</td> <td><input type="checkbox"/> \$50,001 to \$100,000</td> <td><input type="checkbox"/> \$100,001 to \$500,000</td> <td><input type="checkbox"/> \$500,001 to \$1 million</td> <td><input checked="" type="checkbox"/> \$1,000,001 to \$10 million</td> <td><input type="checkbox"/> \$10,000,001 to \$50 million</td> <td><input type="checkbox"/> \$50,000,001 to \$100 million</td> <td><input type="checkbox"/> \$100,000,001 to \$500 million</td> <td><input type="checkbox"/> \$500,000,001 to \$1 billion</td> <td><input type="checkbox"/> \$1 billion to \$5 billion</td> <td><input type="checkbox"/> More than \$5 billion</td> </tr> <tr> <td colspan="11">Estimated Liabilities</td> </tr> <tr> <td><input type="checkbox"/> \$0 to \$50,000</td> <td><input type="checkbox"/> \$50,001 to \$100,000</td> <td><input checked="" type="checkbox"/> \$100,001 to \$500,000</td> <td><input type="checkbox"/> \$500,001 to \$1 million</td> <td><input type="checkbox"/> \$1,000,001 to \$10 million</td> <td><input type="checkbox"/> \$10,000,001 to \$50 million</td> <td><input type="checkbox"/> \$50,000,001 to \$100 million</td> <td><input type="checkbox"/> \$100,000,001 to \$500 million</td> <td><input type="checkbox"/> \$500,000,001 to \$1 billion</td> <td><input type="checkbox"/> \$1 billion to \$5 billion</td> <td><input type="checkbox"/> More than \$5 billion</td> </tr> </table>	Estimated Number of Creditors											<input type="checkbox"/> 1-49	<input checked="" type="checkbox"/> 50-99	<input type="checkbox"/> 100-199	<input type="checkbox"/> 200-999	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 10,001-25,000	<input type="checkbox"/> 25,001-50,000	<input type="checkbox"/> 50,001-100,000	<input type="checkbox"/> 100,001-500,000	<input type="checkbox"/> Over 500,000	Estimated Assets											<input type="checkbox"/> \$0 to \$50,000	<input type="checkbox"/> \$50,001 to \$100,000	<input type="checkbox"/> \$100,001 to \$500,000	<input type="checkbox"/> \$500,001 to \$1 million	<input checked="" type="checkbox"/> \$1,000,001 to \$10 million	<input type="checkbox"/> \$10,000,001 to \$50 million	<input type="checkbox"/> \$50,000,001 to \$100 million	<input type="checkbox"/> \$100,000,001 to \$500 million	<input type="checkbox"/> \$500,000,001 to \$1 billion	<input type="checkbox"/> \$1 billion to \$5 billion	<input type="checkbox"/> More than \$5 billion	Estimated Liabilities											<input type="checkbox"/> \$0 to \$50,000	<input type="checkbox"/> \$50,001 to \$100,000	<input checked="" type="checkbox"/> \$100,001 to \$500,000	<input type="checkbox"/> \$500,001 to \$1 million	<input type="checkbox"/> \$1,000,001 to \$10 million	<input type="checkbox"/> \$10,000,001 to \$50 million	<input type="checkbox"/> \$50,000,001 to \$100 million	<input type="checkbox"/> \$100,000,001 to \$500 million	<input type="checkbox"/> \$500,000,001 to \$1 billion	<input type="checkbox"/> \$1 billion to \$5 billion	<input type="checkbox"/> More than \$5 billion	THIS SPACE IS FOR COURT USE ONLY
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Voluntary Petition <i>(This page must be completed and filed in every case.)</i>	Name of Debtor(s): CT Services, Inc.
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All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)

Location Where Filed: See Attachment B	Case Number:	Date Filed:
Location Where Filed:	Case Number:	Date Filed:

Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet.)

Name of Debtor: See Attachment A	Case Number:	Date Filed:
District: District of Delaware	Relationship:	Judge:

<p style="text-align: center;">Exhibit A</p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>	<p style="text-align: center;">Exhibit B</p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).</p> <p>X _____ Signature of Attorney for Debtor(s) (Date)</p>
---	---

Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

Yes, and Exhibit C is attached and made a part of this petition.

No.

Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

Information Regarding the Debtor - Venue
(Check any applicable box.)

Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.

There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property
(Check all applicable boxes.)

Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

(Name of landlord that obtained judgment)

(Address of landlord)

Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and

Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.

Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

Voluntary Petition

(This page must be completed and filed in every case.)

Name of Debtor(s):

CT Services, Inc.

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct.

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

(Check only one box.)

[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
Signature of Debtor

X _____
(Signature of Foreign Representative)

X _____
Signature of Joint Debtor

(Printed Name of Foreign Representative)


Telephone Number (if not represented by attorney)

Date

Date

Signature of Attorney*

Signature of Non-Attorney Bankruptcy Petition Preparer

X  _____

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Signature of Attorney for Debtor(s)
Mark D. Collins DE No. 2981

Printed Name and title, if any, of Bankruptcy Petition Preparer

Printed Name of Attorney for Debtor(s)
Richards, Layton & Finger, P.A.

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Firm Name
One Rodney Square

Address
920 North King Street
Wilmington, DE 19801

Address

Telephone Number
302-651-7531

Date
06/10/2012

Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

X _____

Date

Signature of Debtor (Corporation/Partnership)

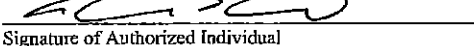
Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

X  _____

Signature of Authorized Individual
John F. Blount

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

Printed Name of Authorized Individual
Senior Vice President

Title of Authorized Individual
06/10/2012

Date

United States Bankruptcy Court
District of Delaware

Name of Debtor (if individual, enter Last, First, Middle): F.J. Boutell Driveaway, LLC	Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): 38-0365100	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all):
Street Address of Debtor (No. and Street, City, and State): 2302 Parklake Drive, Suite 600 Decatur, GA ZIP CODE 30345	Street Address of Joint Debtor (No. and Street, City, and State): ZIP CODE
County of Residence or of the Principal Place of Business: DeKalb County	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): ZIP CODE	Mailing Address of Joint Debtor (if different from street address): ZIP CODE
Location of Principal Assets of Business Debtor (if different from street address above): ZIP CODE	

Type of Debtor (Form of Organization) (Check one box.) <ul style="list-style-type: none"> <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.) 	Nature of Business (Check one box.) <ul style="list-style-type: none"> <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other Tax-Exempt Entity (Check box, if applicable.) <ul style="list-style-type: none"> <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code). 	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.) <table style="width:100%; border: none;"> <tr> <td><input type="checkbox"/> Chapter 7</td> <td><input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding</td> </tr> <tr> <td><input type="checkbox"/> Chapter 9</td> <td><input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding</td> </tr> <tr> <td><input checked="" type="checkbox"/> Chapter 11</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Chapter 12</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Chapter 13</td> <td></td> </tr> </table> Nature of Debts (Check one box.) <table style="width:100%; border: none;"> <tr> <td><input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."</td> <td><input checked="" type="checkbox"/> Debts are primarily business debts.</td> </tr> </table>	<input type="checkbox"/> Chapter 7	<input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding	<input type="checkbox"/> Chapter 9	<input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding	<input checked="" type="checkbox"/> Chapter 11		<input type="checkbox"/> Chapter 12		<input type="checkbox"/> Chapter 13		<input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."	<input checked="" type="checkbox"/> Debts are primarily business debts.
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Filing Fee (Check one box.) <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Full Filing Fee attached. <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B. 	Chapter 11 Debtors <p>Check one box:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). <p>Check if:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000. <p>Check all applicable boxes:</p> <ul style="list-style-type: none"> <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
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Statistical/Administrative Information <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors. <table style="width:100%; border: none;"> <tr> <td colspan="10">Estimated Number of Creditors</td> </tr> <tr> <td><input checked="" type="checkbox"/> 1-49</td> <td><input type="checkbox"/> 50-99</td> <td><input type="checkbox"/> 100-199</td> <td><input type="checkbox"/> 200-999</td> <td><input type="checkbox"/> 1,000-5,000</td> <td><input type="checkbox"/> 5,001-10,000</td> <td><input type="checkbox"/> 10,001-25,000</td> <td><input type="checkbox"/> 25,001-50,000</td> <td><input type="checkbox"/> 50,001-100,000</td> <td><input type="checkbox"/> Over 100,000</td> </tr> <tr> <td colspan="10">Estimated Assets</td> </tr> <tr> <td><input type="checkbox"/> \$0 to \$50,000</td> <td><input type="checkbox"/> \$50,001 to \$100,000</td> <td><input type="checkbox"/> \$100,001 to \$500,000</td> <td><input type="checkbox"/> \$500,001 to \$1 million</td> <td><input checked="" type="checkbox"/> \$1,000,001 to \$10 million</td> <td><input type="checkbox"/> \$10,000,001 to \$50 million</td> <td><input type="checkbox"/> \$50,000,001 to \$100 million</td> <td><input type="checkbox"/> \$100,000,001 to \$500 million</td> <td><input type="checkbox"/> \$500,000,001 to \$1 billion</td> <td><input type="checkbox"/> More than \$1 billion</td> </tr> <tr> <td colspan="10">Estimated Liabilities</td> </tr> <tr> <td><input checked="" type="checkbox"/> \$0 to \$50,000</td> <td><input type="checkbox"/> \$50,001 to \$100,000</td> <td><input type="checkbox"/> \$100,001 to \$500,000</td> <td><input type="checkbox"/> \$500,001 to \$1 million</td> <td><input type="checkbox"/> \$1,000,001 to \$10 million</td> <td><input type="checkbox"/> \$10,000,001 to \$50 million</td> <td><input type="checkbox"/> \$50,000,001 to \$100 million</td> <td><input type="checkbox"/> \$100,000,001 to \$500 million</td> <td><input type="checkbox"/> \$500,000,001 to \$1 billion</td> <td><input type="checkbox"/> More than \$1 billion</td> </tr> </table>	Estimated Number of Creditors										<input checked="" type="checkbox"/> 1-49	<input type="checkbox"/> 50-99	<input type="checkbox"/> 100-199	<input type="checkbox"/> 200-999	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 10,001-25,000	<input type="checkbox"/> 25,001-50,000	<input type="checkbox"/> 50,001-100,000	<input type="checkbox"/> Over 100,000	Estimated Assets										<input type="checkbox"/> \$0 to \$50,000	<input type="checkbox"/> \$50,001 to \$100,000	<input type="checkbox"/> \$100,001 to \$500,000	<input type="checkbox"/> \$500,001 to \$1 million	<input checked="" type="checkbox"/> \$1,000,001 to \$10 million	<input type="checkbox"/> \$10,000,001 to \$50 million	<input type="checkbox"/> \$50,000,001 to \$100 million	<input type="checkbox"/> \$100,000,001 to \$500 million	<input type="checkbox"/> \$500,000,001 to \$1 billion	<input type="checkbox"/> More than \$1 billion	Estimated Liabilities										<input checked="" type="checkbox"/> \$0 to \$50,000	<input type="checkbox"/> \$50,001 to \$100,000	<input type="checkbox"/> \$100,001 to \$500,000	<input type="checkbox"/> \$500,001 to \$1 million	<input type="checkbox"/> \$1,000,001 to \$10 million	<input type="checkbox"/> \$10,000,001 to \$50 million	<input type="checkbox"/> \$50,000,001 to \$100 million	<input type="checkbox"/> \$100,000,001 to \$500 million	<input type="checkbox"/> \$500,000,001 to \$1 billion	<input type="checkbox"/> More than \$1 billion	THIS SPACE IS FOR COURT USE ONLY
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Voluntary Petition <i>(This page must be completed and filed in every case.)</i>		Name of Debtor(s): F.J. Boutell Driveway LLC	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)			
Location Where Filed: See Attachment B	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet.)			
Name of Debtor: See Attachment A	Case Number:	Date Filed:	
District: District of Delaware	Relationship:	Judge:	
<p style="text-align: center;">Exhibit A</p> (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)		<p style="text-align: center;">Exhibit B</p> (To be completed if debtor is an individual whose debts are primarily consumer debts.)	
<input type="checkbox"/> Exhibit A is attached and made a part of this petition.		I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).	
<input checked="" type="checkbox"/>		X _____ Signature of Attorney for Debtor(s) (Date)	
Exhibit C			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?			
<input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition.			
<input checked="" type="checkbox"/> No.			
Exhibit D			
(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)			
<input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition.			
If this is a joint petition:			
<input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
Information Regarding the Debtor - Venue (Check any applicable box.)			
<input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.			
<input checked="" type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.			
<input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
Certification by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes.)			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)			
_____ (Name of landlord that obtained judgment)			
_____ (Address of landlord)			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and			
<input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.			
<input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).			

Voluntary Petition

(This page must be completed and filed in every case.)

Name of Debtor(s):

F.J. Boutell Driveway LLC

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

Telephone Number (if not represented by attorney)

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.


Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
(Signature of Foreign Representative)

(Printed Name of Foreign Representative)

Date

Signature of Attorney*

X  _____

Signature of Attorney for Debtor(s)
Mark D. Collins DE No. 2981

Printed Name of Attorney for Debtor(s)
Richards, Layton & Finger, P.A.

Firm Name
One Rodney Square

Address 920 North King Street
Wilmington, DE 19801

302-651-7531

Telephone Number
06/10/2012

Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

X _____

Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.


If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X  _____

Signature of Authorized Individual
John F. Blount

Printed Name of Authorized Individual
Senior Vice President

Title of Authorized Individual
06/10/2012

Date

United States Bankruptcy Court District of Delaware	Voluntary Petition
--	--------------------

Name of Debtor (if individual, enter Last, First, Middle): GACS Incorporated	Name of Joint Debtor (Spouse) (Last, First, Middle):
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All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
--	--

Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): 58-1944786	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all):
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Street Address of Debtor (No. and Street, City, and State): 2302 Parklake Drive, Suite 600 Decatur, GA <div style="text-align: right;">ZIP CODE 30345</div>	Street Address of Joint Debtor (No. and Street, City, and State): <div style="text-align: right;">ZIP CODE</div>
---	---

County of Residence or of the Principal Place of Business: DeKalb County	County of Residence or of the Principal Place of Business:
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Mailing Address of Debtor (if different from street address): <div style="text-align: right;">ZIP CODE</div>	Mailing Address of Joint Debtor (if different from street address): <div style="text-align: right;">ZIP CODE</div>
---	---

Location of Principal Assets of Business Debtor (if different from street address above): <div style="text-align: right;">ZIP CODE</div>	
---	--

Type of Debtor (Form of Organization) (Check one box.) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box.) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other <hr/> Tax-Exempt Entity (Check box, if applicable.) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding <hr/> Nature of Debts (Check one box.) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.
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Filing Fee (Check one box.) <input checked="" type="checkbox"/> Full Filing Fee attached. <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.	Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000. Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
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Statistical/Administrative Information <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors. Estimated Number of Creditors <input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> Over 100,000 Estimated Assets <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input checked="" type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion Estimated Liabilities <input checked="" type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion	THIS SPACE IS FOR COURT USE ONLY
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Voluntary Petition <i>(This page must be completed and filed in every case.)</i>	Name of Debtor(s): GACS Incorporated
--	---

All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)

Location Where Filed: See Attachment B	Case Number:	Date Filed:
Location Where Filed:	Case Number:	Date Filed:

Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet.)

Name of Debtor: See Attachment A	Case Number:	Date Filed:
District: District of Delaware	Relationship:	Judge:

<p style="text-align: center;">Exhibit A</p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>	<p style="text-align: center;">Exhibit B</p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).</p> <p>X _____ Signature of Attorney for Debtor(s) (Date)</p>
---	--

Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

Yes, and Exhibit C is attached and made a part of this petition.

No.

Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

Information Regarding the Debtor - Venue
 (Check any applicable box.)

Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.

There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property
 (Check all applicable boxes.)

Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

 (Name of landlord that obtained judgment)

 (Address of landlord)

Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and

Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.

Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(i)).

Voluntary Petition

(This page must be completed and filed in every case.)

Name of Debtor(s):

GACS Incorporated

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

Telephone Number (if not represented by attorney)

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.


Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
(Signature of Foreign Representative)

(Printed Name of Foreign Representative)

Date

Signature of Attorney*

X  _____

Signature of Attorney for Debtor(s)

Mark D. Collins DE No. 2981

Printed Name of Attorney for Debtor(s)

Richards, Layton & Finger, P.A

Firm Name

One Rodney Square

Address 920 North King Street

Wilmington, DE 19801

302-651-7531

Telephone Number

06/10/2012

Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

X _____

Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X  _____

Signature of Authorized Individual

John F. Blount

Printed Name of Authorized Individual

Senior Vice President

Title of Authorized Individual

06/10/2012

Date

United States Bankruptcy Court District of Delaware	Voluntary Petition
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Name of Debtor (if individual, enter Last, First, Middle): Logistic Systems, LLC	Name of Joint Debtor (Spouse) (Last, First, Middle):
--	--

All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
--	--

Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): 45-4241751	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all):
---	--

Street Address of Debtor (No. and Street, City, and State): 2302 Parklake Drive, Suite 400 Decatur, GA	Street Address of Joint Debtor (No. and Street, City, and State):
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County of Residence or of the Principal Place of Business: DeKalb County	County of Residence or of the Principal Place of Business:
--	--

Mailing Address of Debtor (if different from street address): ZIP CODE	Mailing Address of Joint Debtor (if different from street address): ZIP CODE
--	--

Location of Principal Assets of Business Debtor (if different from street address above): ZIP CODE	
--	--

<p>Type of Debtor (Form of Organization) (Check one box.)</p> <p><input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i></p> <p><input checked="" type="checkbox"/> Corporation (includes LLC and LLP)</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)</p>	<p>Nature of Business (Check one box.)</p> <p><input type="checkbox"/> Health Care Business</p> <p><input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B)</p> <p><input type="checkbox"/> Railroad</p> <p><input type="checkbox"/> Stockbroker</p> <p><input type="checkbox"/> Commodity Broker</p> <p><input type="checkbox"/> Clearing Bank</p> <p><input checked="" type="checkbox"/> Other</p> <hr/> <p>Tax-Exempt Entity (Check box, if applicable.)</p> <p><input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).</p>	<p>Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.)</p> <p><input type="checkbox"/> Chapter 7</p> <p><input type="checkbox"/> Chapter 9</p> <p><input checked="" type="checkbox"/> Chapter 11</p> <p><input type="checkbox"/> Chapter 12</p> <p><input type="checkbox"/> Chapter 13</p> <p><input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding</p> <p><input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding</p> <hr/> <p>Nature of Debts (Check one box.)</p> <p><input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."</p> <p><input checked="" type="checkbox"/> Debts are primarily business debts.</p>
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<p>Filing Fee (Check one box.)</p> <p><input checked="" type="checkbox"/> Full Filing Fee attached.</p> <p><input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A.</p> <p><input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.</p>	<p>Chapter 11 Debtors</p> <p><input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D).</p> <p><input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D).</p> <p>Check if:</p> <p><input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000.</p> <p>-----</p> <p>Check all applicable boxes:</p> <p><input type="checkbox"/> A plan is being filed with this petition.</p> <p><input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).</p>
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<p>Statistical/Administrative Information</p> <p><input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors.</p> <p><input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.</p> <p>Estimated Number of Creditors</p> <p><input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> Over 100,000</p> <p>Estimated Assets</p> <p><input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input checked="" type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion</p> <p>Estimated Liabilities</p> <p><input checked="" type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion</p>	<p>THIS SPACE IS FOR COURT USE ONLY</p>
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Voluntary Petition <i>(This page must be completed and filed in every case.)</i>		Name of Debtor(s): Logistic Systems, LLC	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)			
Location Where Filed: See Attachment B	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet.)			
Name of Debtor: See Attachment A	Case Number:	Date Filed:	
District: District of Delaware	Relationship:	Judge:	
<p style="text-align: center;">Exhibit A</p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>	<p style="text-align: center;">Exhibit B</p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).</p> <p>X _____ Signature of Attorney for Debtor(s) (Date)</p>		
Exhibit C			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?			
<input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition.			
<input checked="" type="checkbox"/> No.			
Exhibit D			
(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)			
<input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition.			
If this is a joint petition:			
<input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
Information Regarding the Debtor - Venue (Check any applicable box.)			
<input type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.			
<input checked="" type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.			
<input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
Certification by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes.)			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)			
_____ (Name of landlord that obtained judgment)			
_____ (Address of landlord)			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and			
<input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.			
<input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(f)).			

Voluntary Petition

(This page must be completed and filed in every case.)

Name of Debtor(s):

Logistic Systems, LLC

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

Telephone Number (if not represented by attorney)

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.

Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
(Signature of Foreign Representative)

(Printed Name of Foreign Representative)

Date

Signature of Attorney*

X  _____

Signature of Attorney for Debtor(s)
Mark D. Collins DE No. 2981

Printed Name of Attorney for Debtor(s)
Richards, Layton & Finger, P.A.

Firm Name
One Rodney Square

Address 920 North King Street
Wilmington, DE 19801

302-651-7531

Telephone Number
06/10/2012

Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

X _____

Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

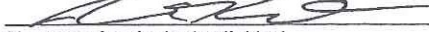
If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X  _____

Signature of Authorized Individual
John F. Blount

Printed Name of Authorized Individual
Vice President of AX Intl, which is the sole member of debtor

Title of Authorized Individual
06/10/2012

Date

United States Bankruptcy Court District of Delaware	Voluntary Petition
--	---------------------------

Name of Debtor (if individual, enter Last, First, Middle): Logistic Technology, LLC	Name of Joint Debtor (Spouse) (Last, First, Middle):
---	--

All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
--	--

Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): 45-4242057	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all):
---	--

Street Address of Debtor (No. and Street, City, and State): 2302 Parklake Drive, Suite 400 Decatur, GA ZIP CODE 30345	Street Address of Joint Debtor (No. and Street, City, and State): ZIP CODE
--	---

County of Residence or of the Principal Place of Business: DeKalb County	County of Residence or of the Principal Place of Business:
---	--

Mailing Address of Debtor (if different from street address): ZIP CODE	Mailing Address of Joint Debtor (if different from street address): ZIP CODE
---	---

Location of Principal Assets of Business Debtor (if different from street address above):	ZIP CODE
---	----------

Type of Debtor (Form of Organization) (Check one box.) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box.) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other Tax-Exempt Entity (Check box, if applicable.) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding Nature of Debts (Check one box.) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.
--	--	--

Filing Fee (Check one box.) <input checked="" type="checkbox"/> Full Filing Fee attached. <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.	Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000. Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
--	---

Statistical/Administrative Information <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors. Estimated Number of Creditors <input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> Over 100,000 Estimated Assets <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input checked="" type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion Estimated Liabilities <input checked="" type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion	THIS SPACE IS FOR COURT USE ONLY
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Voluntary Petition <i>(This page must be completed and filed in every case.)</i>		Name of Debtor(s): Logistic Technology, LLC	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)			
Location Where Filed: See Attachment B	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet.)			
Name of Debtor: See Attachment A	Case Number:	Date Filed:	
District: District of Delaware	Relationship:	Judge:	
<p style="text-align: center;">Exhibit A</p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>		<p style="text-align: center;">Exhibit B</p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).</p> <p>X _____ Signature of Attorney for Debtor(s) (Date)</p>	
Exhibit C			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?			
<input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition.			
<input checked="" type="checkbox"/> No.			
Exhibit D			
(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)			
<input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition.			
If this is a joint petition:			
<input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
Information Regarding the Debtor - Venue (Check any applicable box.)			
<input type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.			
<input checked="" type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.			
<input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
Certification by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes.)			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)			

(Name of landlord that obtained judgment)			

(Address of landlord)			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and			
<input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.			
<input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).			

Voluntary Petition

(This page must be completed and filed in every case.)

Name of Debtor(s):

Logistic Technology, LLC

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

Telephone Number (if not represented by attorney)

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.

Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
(Signature of Foreign Representative)

(Printed Name of Foreign Representative)

Date

Signature of Attorney*

X  _____

Signature of Attorney for Debtor(s)
Mark D. Collins DE No. 2981

Printed Name of Attorney for Debtor(s)
Richards, Layton & Finger, P.A.

Firm Name
One Rodney Square

Address 920 North King Street
Wilmington, DE 19801

302-651-7531

Telephone Number
06/10/2012

Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

X _____

Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X  _____

Signature of Authorized Individual
John F. Blount

Printed Name of Authorized Individual
Vice President of AX Int'l, which is the sole member of debtor

Title of Authorized Individual
06/10/2012

Date

United States Bankruptcy Court District of Delaware	Voluntary Petition
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Name of Debtor (if individual, enter Last, First, Middle): QAT, Inc.	Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): 59-2876863	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all):
Street Address of Debtor (No. and Street, City, and State): 2302 Parklake Drive, Suite 600 Decatur, GA <div style="text-align: right; border: 1px solid black; padding: 2px;">ZIP CODE 30345</div>	Street Address of Joint Debtor (No. and Street, City, and State): <div style="text-align: right; border: 1px solid black; padding: 2px;">ZIP CODE</div>
County of Residence or of the Principal Place of Business: DeKalb County	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): <div style="text-align: right; border: 1px solid black; padding: 2px;">ZIP CODE</div>	Mailing Address of Joint Debtor (if different from street address): <div style="text-align: right; border: 1px solid black; padding: 2px;">ZIP CODE</div>
Location of Principal Assets of Business Debtor (if different from street address above): <div style="text-align: right; border: 1px solid black; padding: 2px;">ZIP CODE</div>	

Type of Debtor (Form of Organization) (Check one box.) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box.) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other Tax-Exempt Entity (Check box, if applicable.) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding Nature of Debts (Check one box.) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.
--	--	---

Filing Fee (Check one box.) <input checked="" type="checkbox"/> Full Filing Fee attached. <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.	Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000. Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
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Statistical/Administrative Information <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.	THIS SPACE IS FOR COURT USE ONLY
Estimated Number of Creditors <input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> Over 100,000	
Estimated Assets <input checked="" type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion	
Estimated Liabilities <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input checked="" type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion	

Voluntary Petition <i>(This page must be completed and filed in every case.)</i>	Name of Debtor(s): QAT, Inc.
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All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)

Location Where Filed: See Attachment B	Case Number:	Date Filed:
Location Where Filed:	Case Number:	Date Filed:

Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet.)

Name of Debtor: See Attachment A	Case Number:	Date Filed:
District: District of Delaware	Relationship:	Judge:

Exhibit A

(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)

Exhibit A is attached and made a part of this petition.

Exhibit B

(To be completed if debtor is an individual whose debts are primarily consumer debts.)

I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).

X _____

Signature of Attorney for Debtor(s) (Date)

Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

- Yes, and Exhibit C is attached and made a part of this petition.
- No.

Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

Information Regarding the Debtor - Venue

(Check any applicable box.)

- Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.
- There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.
- Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property

(Check all applicable boxes.)

Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

(Name of landlord that obtained judgment)

(Address of landlord)

- Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and
- Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.
- Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

Voluntary Petition
(This page must be completed and filed in every case.)

Name of Debtor(s): **QAT, Inc.**

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

Telephone Number (if not represented by attorney)

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.

Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
(Signature of Foreign Representative)

(Printed Name of Foreign Representative)

Date

Signature of Attorney*

X  _____

Signature of Attorney for Debtor(s)
Mark D. Collins DE No. 2981

Printed Name of Attorney for Debtor(s)
Richards, Layton & Finger, P.A.

Firm Name
One Rodney Square

Address **920 North King Street**
Wilmington, DE 19801

302-651-7531

Telephone Number
06/10/2012

Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

X _____

Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

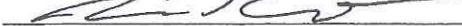
If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X  _____
Signature of Authorized Individual

John F. Blount
Printed Name of Authorized Individual
Senior Vice President

Title of Authorized Individual

06/10/2012
Date

United States Bankruptcy Court District of Delaware	Voluntary Petition
--	---------------------------

Name of Debtor (if individual, enter Last, First, Middle): RMX LLC	Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): 31-0961359	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all):
Street Address of Debtor (No. and Street, City, and State): 2302 Parklake Drive, Suite 600 Decatur, GA <div style="text-align: right;">ZIP CODE 30345</div>	Street Address of Joint Debtor (No. and Street, City, and State): <div style="text-align: right;">ZIP CODE</div>
County of Residence or of the Principal Place of Business: DeKalb County	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): <div style="text-align: right;">ZIP CODE</div>	Mailing Address of Joint Debtor (if different from street address): <div style="text-align: right;">ZIP CODE</div>

Location of Principal Assets of Business Debtor (if different from street address above):

ZIP CODE

Type of Debtor (Form of Organization) (Check one box.) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box.) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other Tax-Exempt Entity (Check box, if applicable.) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 12 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding Nature of Debts (Check one box.) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.
--	--	--

Filing Fee (Check one box.) <input checked="" type="checkbox"/> Full Filing Fee attached. <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.	Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000. Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
--	---

Statistical/Administrative Information <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors. Estimated Number of Creditors <input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> Over 100,000 Estimated Assets <input checked="" type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion Estimated Liabilities <input checked="" type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion	THIS SPACE IS FOR COURT USE ONLY
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Voluntary Petition <i>(This page must be completed and filed in every case.)</i>	Name of Debtor(s): RMX LLC
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All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)

Location Where Filed: See Attachment B	Case Number:	Date Filed:
Location Where Filed:	Case Number:	Date Filed:

Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet.)

Name of Debtor: See Attachment A	Case Number:	Date Filed:
District: District of Delaware	Relationship:	Judge:

<p style="text-align: center;">Exhibit A</p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>	<p style="text-align: center;">Exhibit B</p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).</p> <p>X _____ Signature of Attorney for Debtor(s) (Date)</p>
---	---

Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

Yes, and Exhibit C is attached and made a part of this petition.

No.

Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

Information Regarding the Debtor - Venue
(Check any applicable box.)

Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.

There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property
(Check all applicable boxes.)

Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

(Name of landlord that obtained judgment)

(Address of landlord)

Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and

Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.

Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

Voluntary Petition
(This page must be completed and filed in every case.)

Name of Debtor(s): **RMX LLC**

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

Telephone Number (if not represented by attorney)

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.

Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
(Signature of Foreign Representative)

(Printed Name of Foreign Representative)

Date

Signature of Attorney*

X _____

Signature of Attorney for Debtor(s)
Mark D. Collins DE No. 2981

Printed Name of Attorney for Debtor(s)
Richards, Layton & Finger, P.A.

Firm Name
One Rodney Square

Address
**920 North King Street
Wilmington, DE 19801**

302-651-7531

Telephone Number
06/10/2012

Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

X _____

Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____

Signature of Authorized Individual
John F. Blount

Printed Name of Authorized Individual
Senior Vice President

Title of Authorized Individual
06/10/2012

Date

**United States Bankruptcy Court
District of Delaware**

Voluntary Petition

Name of Debtor (if individual, enter Last, First, Middle): Terminal Services LLC	Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): 91-0847582	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all):
Street Address of Debtor (No. and Street, City, and State): 2302 Parklake Drive, Suite 400 Decatur, GA <div style="text-align: right; border: 1px solid black; padding: 2px;">ZIP CODE 30345</div>	Street Address of Joint Debtor (No. and Street, City, and State): <div style="text-align: right; border: 1px solid black; padding: 2px;">ZIP CODE</div>
County of Residence or of the Principal Place of Business: DeKalb County	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): <div style="text-align: right; border: 1px solid black; padding: 2px;">ZIP CODE</div>	Mailing Address of Joint Debtor (if different from street address): <div style="text-align: right; border: 1px solid black; padding: 2px;">ZIP CODE</div>
Location of Principal Assets of Business Debtor (if different from street address above): <div style="text-align: right; border: 1px solid black; padding: 2px;">ZIP CODE</div>	

<p align="center">Type of Debtor (Form of Organization) (Check one box.)</p> <p><input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i></p> <p><input checked="" type="checkbox"/> Corporation (includes LLC and LLP)</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)</p>	<p align="center">Nature of Business (Check one box.)</p> <p><input type="checkbox"/> Health Care Business</p> <p><input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B)</p> <p><input type="checkbox"/> Railroad</p> <p><input type="checkbox"/> Stockbroker</p> <p><input type="checkbox"/> Commodity Broker</p> <p><input type="checkbox"/> Clearing Bank</p> <p><input checked="" type="checkbox"/> Other</p> <hr/> <p align="center">Tax-Exempt Entity (Check box, if applicable.)</p> <p><input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).</p>	<p align="center">Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.)</p> <p><input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding</p> <p><input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding</p> <p><input checked="" type="checkbox"/> Chapter 11</p> <p><input type="checkbox"/> Chapter 12</p> <p><input type="checkbox"/> Chapter 13</p> <hr/> <p align="center">Nature of Debts (Check one box.)</p> <p><input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."</p> <p><input checked="" type="checkbox"/> Debts are primarily business debts.</p>
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<p align="center">Filing Fee (Check one box.)</p> <p><input checked="" type="checkbox"/> Full Filing Fee attached.</p> <p><input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A.</p> <p><input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.</p>	<p align="center">Chapter 11 Debtors</p> <p>Check one box:</p> <p><input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D).</p> <p><input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D).</p> <p>Check if:</p> <p><input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000.</p> <p>-----</p> <p>Check all applicable boxes:</p> <p><input type="checkbox"/> A plan is being filed with this petition.</p> <p><input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).</p>
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<p>Statistical/Administrative Information</p> <p><input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors.</p> <p><input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.</p>	<p>THIS SPACE IS FOR COURT USE ONLY</p>
<p>Estimated Number of Creditors</p> <p><input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> Over 100,000</p>	
<p>Estimated Assets</p> <p><input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input checked="" type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion</p>	
<p>Estimated Liabilities</p> <p><input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input checked="" type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion</p>	

Voluntary Petition <i>(This page must be completed and filed in every case.)</i>		Name of Debtor(s): Terminal Services, LLC	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)			
Location Where Filed: See Attachment B	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet.)			
Name of Debtor: See Attachment A	Case Number:	Date Filed:	
District: District of Delaware	Relationship:	Judge:	
<p style="text-align: center;">Exhibit A</p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>		<p style="text-align: center;">Exhibit B</p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).</p> <p>X _____ Signature of Attorney for Debtor(s) (Date)</p>	
Exhibit C			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?			
<input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition.			
<input checked="" type="checkbox"/> No.			
Exhibit D			
(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)			
<input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition.			
If this is a joint petition:			
<input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
Information Regarding the Debtor - Venue (Check any applicable box.)			
<input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.			
<input checked="" type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.			
<input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
Certification by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes.)			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)			

(Name of landlord that obtained judgment)			

(Address of landlord)			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and			
<input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.			
<input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).			

Voluntary Petition
(This page must be completed and filed in every case.)

Name of Debtor(s): **Terminal Services, LLC**

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

Telephone Number (if not represented by attorney)

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.

Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
(Signature of Foreign Representative)

(Printed Name of Foreign Representative)

Date

Signature of Attorney*

X _____

Signature of Attorney for Debtor(s)
Mark D. Collins DE No. 2981

Printed Name of Attorney for Debtor(s)
Richards, Layton & Finger, P.A.

Firm Name
One Rodney Square

Address **920 North King Street**

Wilmington, DE 19801

302-651-7531

Telephone Number
06/10/12

Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

X _____

Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Authorized Individual

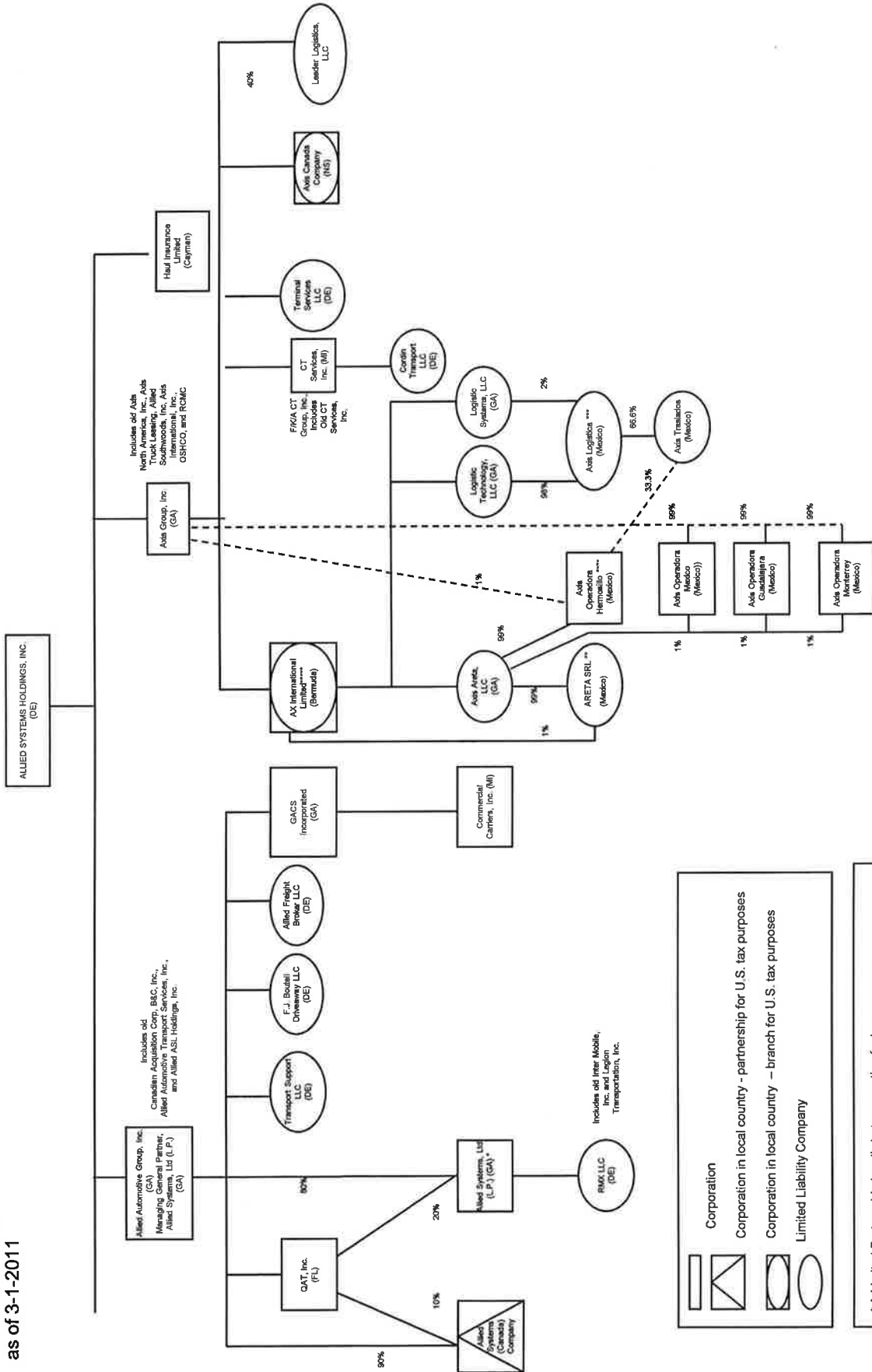
John F. Blount
Printed Name of Authorized Individual
Senior Vice President

Title of Authorized Individual

06/10/2012
Date

Appendix “B”

**Allied Systems Holdings, Inc.
and Subsidiaries
as of 3-1-2011**



 Corporation
 Corporation in local country - partnership for U.S. tax purposes
 Corporation in local country - branch for U.S. tax purposes
 Limited Liability Company

* A Limited Partnership legally but corporation for tax purposes
 **Arrendadora de Equipo para el Transporte de Automoviles, S.de R.L. de C.V.
 ***Axis Logística, S. de R.L. de C.V.
 ****Axis Operadora Hermosillo S.A. de C.V.
 *****Formerly known as Kar-Tainer International Limited

**All Ownership is 100% Unless
Otherwise Indicated.**

Appendix “C”

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

In re:

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

Debtors.

Chapter 11

Case No. 12-11564 (CSS)

(Joint Administration Pending)

**MOTION TO AUTHORIZE ALLIED SYSTEMS HOLDINGS, INC.
TO ACT AS FOREIGN REPRESENTATIVE OF THE DEBTORS**

Allied Systems Holdings, Inc. (“**Allied Holdings**”) and its U.S. and Canadian subsidiaries (collectively, the “**Debtors**”) respectfully submit this Motion to Authorize Allied Systems Holdings to Act as Foreign Representative of the Debtors (the “**Motion**”). In support of the Motion, the Debtors rely on the Declaration of Scott D. Macaulay in Support of First Day Motions (the “**Macaulay Declaration**”) and respectfully show the Court as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. § 1334. This Motion is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of this proceeding is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

BACKGROUND

2. On May 17, 2012, involuntary petitions were filed against Allied Holdings and its subsidiary Allied Systems, Ltd. (L.P.) (“**Allied Systems**”) under Chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”) in this Bankruptcy Court (the “**Court**”). On

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.

June 10, 2012, the remaining Debtors filed voluntary petitions in this Court and, in connection therewith, Allied Holdings and Allied Systems consented to the involuntary petitions filed against them. The “**Petition Date**” of such Debtor is the date that such involuntary petition or voluntary petition was filed by or against such Debtor. The chapter 11 cases commenced thereby are, collectively, the “**Chapter 11 Cases.**”

3. The Debtors are authorized to operate their businesses as debtors-in-possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code. As of the date of this Motion, no official committee of unsecured creditors has been appointed by the Office of the United States Trustee.

4. The Debtors’ major line of business, known in the industry as “car haul,” is the transport of light vehicles, such as automobiles, sport-utility vehicles and light trucks, from manufacturing plants, ports, auctions, and railway distribution points to automobile dealerships in the United States and Canada by means of tractor trailers referred to as “**Rigs.**” The Debtors’ smaller line of business is logistics, which includes arranging for and managing vehicle distributions services, automobile inspections, auction and yard management services, vehicle tracking, accessorizing, and dealer preparation services for the automobile industry in the United States and Canada, and providing yard management services in Mexico.

5. Additional information about the Debtors’ businesses, the events leading up to the Petition Date, and the facts and circumstances surrounding the Debtors and these Chapter 11 Cases can be found in the Macaulay Declaration, which is incorporated herein by reference.

RELIEF REQUESTED

6. By this Motion, Allied Holdings seeks authorization, pursuant to Section 1505 of the Bankruptcy Code, to take the following actions: (i) act as the foreign representative of the Debtors; (ii) seek recognition by the Ontario Superior Court of Justice (Commercial List) (the “**Ontario Court**”) of the Chapter 11 Cases and of certain orders made by this Court in the

Chapter 11 Cases from time to time; (iii) request that the Ontario Court lend assistance to this Court; and (iv) seek any other appropriate relief from the Ontario Court that is just and proper.

BASIS FOR RELIEF

7. Section 1505 of the Bankruptcy Code allows a debtor in possession to obtain a court order recognizing the debtor in possession as the foreign representative of the debtor's estate, in order to submit a petition to a foreign court requesting recognition of the debtor's Chapter 11 case. Specifically, Section 1505 of the Bankruptcy Code provides:

A trustee or another entity (including an examiner) may be authorized by the court to act in a foreign country on behalf of an estate created under section 541. An entity authorized to act under this section may act in any way permitted by the applicable foreign law.

11 U.S.C. § 1505. Section 1505 only applies to cases filed under chapters other than Chapter 15 of the Bankruptcy Code because a Chapter 15 case does not create an estate under Section 541. For Chapter 11 cases, authority to act as a foreign representative may be granted to the debtor in possession because a "trustee," as defined by section 1502(6) of the Bankruptcy Code, "includes . . . a debtor in possession in a case under any chapter of this title." *Id.* § 1502(6).

8. The purpose of Section 1505 is to allow a debtor to petition a foreign court for recognition of its Chapter 11 case, and to request that the foreign court cooperate with and lend assistance to the debtor and the United States Bankruptcy Court in meeting the objectives of both Chapter 15 of the Bankruptcy Code and the Model Law, on which Chapter 15 is based. These objectives are stated in Section 1501 of the Bankruptcy Code:

(a) The purpose of this chapter is to incorporate the Model Law on Cross-Border Insolvency so as to provide effective mechanisms for dealing with cases of cross-border insolvency with the objectives of—

(1) cooperation between—

(A) courts of the United States, United States trustees, trustees, examiners, debtors, and debtors in possession; and

(B) the courts and other competent authorities of foreign countries involved in cross-border insolvency cases;

(2) greater legal certainty for trade and investment;

(3) fair and efficient administration of cross-border insolvencies that protects the interests of all creditors, and other interested entities, including the debtor;

(4) protection and maximization of the value of the debtor's assets;
and

(5) facilitation of the rescue of financially troubled businesses, thereby protecting investment and preserving employment.

Id. § 1501.² Thus, the authority sought by a debtor under Section 1505 is specific to seeking recognition of the debtor's Chapter 11 case and fostering cooperation between the bankruptcy court and foreign courts.

9. An explicit grant of authority to act as the foreign representative is meant to facilitate the process of petitioning for recognition in a foreign court. For this reason, Article 5 of the Model Law provides that the person or body administering a reorganization or liquidation in a country that has enacted the Model Law (an “**Enacting State**”) “is authorized to act in a

² The preamble of the Model Law is virtually identical:

The purpose of this Law is to provide effective mechanisms for dealing with cases of cross-border insolvency so as to promote the objectives of:

(a) Cooperation between the courts and other competent authorities of this State and foreign States involved in cases of cross-border insolvency;

(b) Greater legal certainty for trade and investment;

(c) Fair and efficient administration of cross-border insolvencies that protects the interests of all creditors and other interested persons, including the debtor;

(d) Protection and maximization of the value of the debtor's assets; and

(e) Facilitation of the rescue of financially troubled businesses, thereby protecting investment and preserving employment.

foreign State on behalf of a proceeding under . . . the laws of the enacting State relating to insolvency.” Model Law Art. 5. The Guide to Enactment explains that

[t]he lack of such authorization in some States has proved to be an obstacle to effective international cooperation in cross-border cases. An [E]nacting State in which administrators are already equipped to act as foreign representatives may decide to forgo inclusion of article 5, although even such a[n Enacting] State might want to keep article 5 in order to provide clear statutory evidence of that authority.

See Guide to Enactment ¶ 84. Clear evidence of a Chapter 11 debtor’s authority to act in a foreign country is particularly necessary because a Chapter 11 case commences immediately upon the filing of a petition, with no order signed by the court that explicitly appoints the debtor as the fiduciary or trustee of the debtor’s estate. The fact that a Chapter 11 debtor has this authority by virtue of being a debtor in possession may not be persuasive to a foreign court.

10. Moreover, absent a court order, a Chapter 11 debtor may find it difficult to satisfy the requirements of a petition for recognition. These requirements are substantially similar in most countries that have adopted the Model Law, including Canada. Specifically, Section 46 of the CCAA (which is similar to Article 15.2 of the Model Law) provides that an application for recognition of a foreign proceeding made by a foreign representative shall be accompanied by

(a) a certified copy of the instrument, however designated, that commenced the foreign proceeding or a certificate from the foreign court affirming the existence of the foreign proceeding;

(b) a certified copy of the instrument, however designated, authorizing the foreign representative to act in that capacity or a certificate from the foreign court affirming the foreign representative’s authority to act in that capacity; and

(c) a statement identifying all foreign proceedings in respect of the debtor company that are known to the foreign representative.

CCAA, Section 46. Because of the differences between Chapter 11 of the Bankruptcy Code and most other national insolvency laws, a Chapter 11 debtor generally does not have the type of

evidence specified above. Congress therefore modified the text of Article 5 of the Model Law when incorporating it into Section 1505 of the Bankruptcy Code. The legislative history to Section 1505 explains the reason for this variance in the text as codified by Chapter 15:

While the Model Law automatically authorizes an administrator to act abroad, this section requires all trustees and debtors to obtain court approval before acting abroad. That requirement is a change from the language of the Model Law, but one that is purely internal to United States law. Its main purpose is to ensure that the court has knowledge and control of possibly expensive activities, but it will have the collateral benefit of providing further assurance to foreign courts that the United States debtor or representative is under judicial authority and supervision.

See H.R. Rep. No. 109-31, pt. 1, 108 (2005), as reprinted in 2005 U.S.C.C.A.N. 88, 171.

11. The relief sought by this Motion is, therefore, the first in a two step process. If granted, Allied Holdings expects to immediately submit an application to the Ontario Court that seeks recognition of the Chapter 11 Cases as foreign main proceedings.

12. Consistent with one of the key objectives of the Model Law – to provide “[c]ooperation between the courts and other competent authorities . . . involved in cases of crossborder insolvency” (Model Law, preamble) – the application for recognition that Allied Holdings will file, if this Motion is granted, will seek to obtain the assistance of the Ontario Court. If the Ontario Court decides to recognize the Chapter 11 Cases as foreign main proceedings, the Debtors will benefit from the protection of an automatic stay against commencement or continuation of actions or proceedings concerning the Debtors’ assets, rights, obligations, and liabilities in Canada. Even if the Ontario Court holds that the Chapter 11 Cases are not foreign main proceedings, the Ontario Court has discretion to order a stay. In addition, the foreign representative can seek a wide range of relief from the Ontario Court where it is necessary to protect the assets of the Debtors or the interests of its creditors in Canada. Based on

the foregoing, the Debtors submit that there is sufficient statutory basis and ample justification for this Court to grant the relief requested.

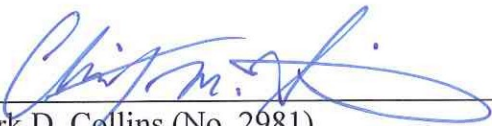
NOTICE

13. Notice of this Motion has been provided via facsimile, overnight delivery service, electronic transmission or same-day messenger service to: (i) the Office of the United States Trustee for the District of Delaware; (ii) counsel for the agent for the Debtors' proposed debtor-in-possession lenders; (iii) counsel for The CIT Group/Business Credit, Inc., as resigning agent under the Debtors' first lien credit agreement, counsel for BDCM Opportunity Fund II, LP, Black Diamond CLO 2005-1 Adviser L.L.C. and Spectrum Investment Partners LP, and each other lender under the Debtors' first lien credit agreement; (iv) counsel for The Bank of New York Mellon, in its capacity as administrative agent and collateral agent under the Debtors' second lien credit agreement; (v) the Debtors' twenty (20) largest unsecured creditors listed in the Debtors' consolidated list of creditors (excluding insiders); (vi) Bank of America, Fidelity National Bank, J.P. Morgan Chase Bank and Bank of Nova Scotia, which are the banks with which the Debtors maintain their primary banking relationships; and (vii) all other persons requesting notices. As this Motion is seeking "first day" relief, within two (2) business days of the hearing on this Motion, the Debtors will serve copies of this Motion and any order entered in respect to this Motion as required by Local Rule 9013-1(m). In light of the expedited nature of the relief requested, the Debtors respectfully submit that no further notice is necessary.

CONCLUSION

WHEREFORE the Debtors respectfully request entry of an order granting the relief requested herein, and granting the Debtors such other and further relief as may be just. A form of Order is attached as Exhibit A hereto.

Dated: June 10, 2012
Wilmington, Delaware



Mark D. Collins (No. 2981)
Christopher M. Samis (No. 4909)
Marisa A. Terranova (No. 5396)
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Telephone No.: (302) 651-7700
Facsimile No.: (302) 651-7701
Email: collins@rlf.com
samis@rlf.com
terranova@rlf.com

-and-

Jeffrey W. Kelley (GA Bar No. 412296)
Ezra H. Cohen (GA Bar No. 173800)
Carolyn P. Richter (GA Bar No. 574097)
Matthew R. Brooks (GA Bar No. 378018)
Benjamin R. Carlsen (GA Bar No. 940614)
TROUTMAN SANDERS LLP
Bank of America Plaza
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Atlanta, Georgia 30308-2216
Telephone No.: (404) 885-3000
Facsimile No.: (404) 885-3900
Email: jeffrey.kelley@troutmansanders.com
ezra.cohen@troutmansanders.com
carolyn.richter@troutmansanders.com
matthew.brooks@troutmansanders.com
benjamin.carlsen@troutmansanders.com

Proposed Counsel for the Debtors

EXHIBIT A

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

In re:

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

Debtors.

Chapter 11

Case No. 12-11564 (CSS)

(Joint Administration Pending)

**ORDER AUTHORIZING ALLIED SYSTEMS HOLDINGS, INC.
TO ACT AS FOREIGN REPRESENTATIVE OF THE DEBTORS**

Upon the motion (the “**Motion**”) of the above-captioned debtors and debtors-in-possession (collectively, the “**Debtors**”), pursuant to Section 1505 of Title 11 of the United States Code (the “**Bankruptcy Code**”), for authorization for Allied Systems Holdings, Inc. to act as the foreign representative of the Debtors in Canada in order to seek recognition of the Chapter 11 Cases² on behalf of the Debtors, and to request that the Ontario Superior Court of Justice (Commercial List) (the “**Ontario Court**”) lend assistance to this Court in protecting the Debtors’ property, and to seek any other appropriate relief from the Ontario Court that the Ontario Court deems just and proper, all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and it appearing that no other or further notice need be provided; and the

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 not otherwise defined herein shall have the meanings ascribed to them in the Motion.

Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefore,

IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** as set forth herein.
2. Allied Systems Holdings, Inc. is hereby authorized (a) to act as the foreign representative of the Debtors, (b) to seek recognition by the Ontario Court of the Chapter 11 Cases and of certain orders made by the Court in the Chapter 11 Cases from time to time, (c) to request that the Ontario Court lend assistance to this Court, and (d) to seek any other appropriate relief from the Ontario Court that the Debtors deem just and proper.
3. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied by the Motion or otherwise deemed waived.
4. Notice of the Motion as provided therein shall be deemed good and sufficient and the requirements of Local Rule 6004(a) and the Local Rules are satisfied by such notice.
5. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.
6. This Court shall retain jurisdiction to interpret and enforce this Order.

Dated: June __, 2012
Wilmington, Delaware

THE HONORABLE CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

Appendix “D”

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

In re:

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

Chapter 11

Case No. 12-11564 (CSS)

(Joint Administration Pending)

**MOTION FOR AUTHORITY TO (A) MAINTAIN EXISTING CASH MANAGEMENT
SYSTEM AND BANK ACCOUNTS, (B) CONTINUE USE OF EXISTING CHECKS AND
BUSINESS FORMS, (C) OBTAIN LIMITED WAIVER OF § 345(b), AND (D)
CONTINUE TO MAKE INTERCOMPANY ADVANCES WITH § 364(c)(1)
ADMINISTRATIVE PRIORITY**

Allied Systems Holdings, Inc. (“**Allied Holdings**”) and its U.S. and Canadian subsidiaries (collectively, the “**Debtors**”) respectfully submit this Motion for Authority to (a) Maintain Existing Cash Management System and Bank Accounts, (b) Continue Use of Existing Checks and Business Forms, (c) Obtain Limited Waiver of § 345(b), and (d) Continue to Make Intercompany Advances with § 364(c)(1) Administrative Priority (the “**Motion**”). In support of the Motion, the Debtors respectfully state as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. § 1334. Consideration of this Motion is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of this proceeding is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

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. The statutory predicates for the relief sought herein are §§ 345(b), 364(c)(1) and 105(a) of the Bankruptcy Code and Local Rule 2015-2.

BACKGROUND

3. On May 17, 2012, involuntary petitions were filed against Allied Holdings and its subsidiary Allied Systems, Ltd. (L.P.) (“**Allied Systems**”) under Chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”) in this Bankruptcy Court (the “**Court**”). On June 10, 2012, the remaining Debtors filed voluntary petitions in this Court and, in connection therewith, Allied Holdings and Allied Systems consented to the involuntary petitions filed against them. The “**Petition Date**” of such Debtor is the date that such involuntary petition or voluntary petition was filed by or against such Debtor. The chapter 11 cases commenced thereby are, collectively, the “**Chapter 11 Cases.**”

4. The Debtors are authorized to operate their businesses as debtors-in-possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code. As of the date of this Motion, no official committee of unsecured creditors has been appointed by the Office of the United States Trustee.

5. The Debtors’ major line of business, known in the industry as “car haul,” is the transport of light vehicles, such as automobiles, sport-utility vehicles and light trucks, from manufacturing plants, ports, auctions, and railway distribution points to automobile dealerships in the United States and Canada by means of tractor trailers referred to as “**Rigs.**” The Debtors’ smaller line of business is logistics, which includes arranging for and managing vehicle distributions services, automobile inspections, auction and yard management services, vehicle tracking, accessorizing, and dealer preparation services for the automobile industry in the United States and Canada, and providing yard management services in Mexico.

6. Additional information about the Debtors’ businesses, the events leading up to the Petition Date, and the facts and circumstances surrounding the Debtors and these Chapter 11

Cases can be found in the Declaration of Scott D. Macaulay in Support of Chapter 11 Petitions and First Day Motions (the “**Macaulay Declaration**”), which is incorporated herein by reference.

RELIEF REQUESTED

7. By this Motion, the Debtors seek authorization to continue the management of their cash receipts and disbursements and to maintain their deposit accounts, as well as permission to use existing checks and business forms. The Debtors also request a period of up to forty-five (45) days after the entry of an order approving this Motion for such accounts to comply with Section 345(b) of the Bankruptcy Code. The Debtors further seek an order declaring that certificates of deposit that the Debtors maintain to secure letters of credit may continue to be maintained post-petition, despite the limits imposed under Section 345(b) of the Bankruptcy Code. Finally, the Debtors request that they be permitted to make intercompany transfers postpetition as needed to manage their cash requirements, and that such intercompany transfers be awarded administrative priority expense under Section 364(c)(1) of the Bankruptcy Code.

DEBTORS’ PREPETITION CASH MANAGEMENT SYSTEM

A. Overview

8. As described more fully below, before commencing these Chapter 11 Cases, the Debtors utilized a centralized cash management system in the ordinary course of their businesses. The Debtors maintain approximately thirty-seven (37) bank accounts in the United States and ten (10) bank accounts in Canada, a schedule of which is attached hereto as **Exhibit A**.

9. The Debtors hereby seek authority to continue utilizing their pre-petition cash management system. In light of the substantial size and complexity of the Debtors’ operations, a

successful reorganization of the Debtors' businesses, as well as the preservation and enhancement of the Debtors' respective values as going concerns, may be jeopardized if there is substantial disruption in the Debtors' cash management procedures. Therefore, it is essential that the Debtors be permitted to continue to consolidate the management of their cash and transfer monies from entity to entity as needed and in the amounts necessary to continue the operation of their businesses.

10. The Debtors do not maintain any investment accounts other than a small account averaging \$25,000 utilized for overnight investment of funds in the Imprest Concentration Account described below.

11. Except for the Canadian subsidiary Debtors, Allied Holdings does not transfer funds to its foreign subsidiaries. All U.S. subsidiaries are Debtors, and thus there are no transfers of funds by any Debtor to any non-Debtor subsidiary or affiliate as a part of the cash management system described in this Motion.

12. The decisions as to the movement of cash to and from the U.S. and Canadian accounts of the Debtors are made in Atlanta by company officers. Payroll is processed in Atlanta for all employees of the U.S. and Canadian Debtors.

B. Cash Management for U.S. Debtors

13. U.S. Accounts. The Debtors' cash management system with respect to U.S. accounts receivable and other business obligations is comprised of the following bank accounts:

- (a) J.P. Morgan Chase Bank: six (6) lockbox accounts and three (3) demand deposit accounts (the "**J.P. Morgan Accounts**");
- (b) Bank of America: nine (9) accounts, consisting of the Allied Holdings concentration account (the "**Concentration Account**"), and eight (8) disbursement accounts (the "**Bank of America Disbursement Accounts**");

- (c) Fidelity National Bank: eight (8) accounts, consisting of two (2) accounts used for imprest funds, one of which maintains a maximum daily balance of \$25,000 (the “**Imprest Concentration Account**”) and one of which is funded from the Imprest Concentration Account daily to cover imprest checks presented (the “**Imprest Disbursement Account**”), one (1) overnight investment account (the “**Investment Account**”), one (1) escrow account used for subtenant deposits, three (3) accounts used to transfer funds to the U.S. from the Debtors’ Mexican subsidiaries, and one (1) account used to collateralize a Letter of Credit issued by Fidelity National Bank (referenced to below as an L/C Collateral Account);
- (d) Miscellaneous Banks: seven (7) regional field checking accounts existing solely to provide union drivers a check-cashing facility (the “**Convenience Accounts**”), and one (1) account at Wells Fargo Bank collateralizing a Letter of Credit issued by Wells Fargo Bank, National Association (referenced to below as an L/C Collateral Account).

A schematic outlining the main elements of the cash management for the U.S. Debtors is annexed hereto as **Exhibit B**.

14. Lockbox and Demand Deposit Accounts. The J.P. Morgan Accounts are used to collect payments from U.S. customers.² Customers remit payments to the appropriate addresses established by the Debtors. The deposits in the J.P. Morgan Accounts are ultimately swept into the Bank of America Concentration Account on a daily basis under an automatic available fund sweep arrangement, except for the J.P. Morgan Account established for Allied Systems (Canada)

² One of the six (6) J.P. Morgan Accounts is shown on the schematic of the Canadian accounts attached as **Exhibit C** because it is used to collect U.S. dollar payments for Allied Systems (Canada) Company.

Company, which is swept into its account at Scotia Bank (as defined herein). These J.P. Morgan Accounts and the Concentration Account maintained by Allied Holdings at Bank of America are covered by a deposit account control agreement in favor of the lenders under the first lien credit agreement between such lenders, Allied Holdings and Allied Systems.

15. Transfers from Concentration Account to Disbursement Accounts. On the morning of each banking day, Bank of America provides the Debtors with the amounts and specifications of that day's presentments. Allied Holdings then causes transfers to be made from the Concentration Account to each Bank of America Disbursement Account in those amounts to cover the drafts. The Debtors then proceed to pay the day's due and owing debts from the respective Bank of America Disbursement Accounts.

16. The Concentration Account. The Concentration Account is the focal point of the Debtors' cash management system. It is the Concentration Account that enables Allied Holdings to serve as the primary disbursement agent for its subsidiaries. The Concentration Account, which is maintained at Bank of America, funds the Bank of America Disbursement Accounts including the various Debtors' accounts payable and payroll accounts for the U.S. operations.

17. Imprest Accounts. The Debtors maintain an imprest fund system to enable U.S. terminals to reimburse drivers for over-the-road cash out-of-pocket expenses. This enables drivers to obtain cash reimbursements from Allied's terminal managers for the driver's purchase of fuel, lodging and other approved items and to obtain advances for certain vehicle repairs and approved items. Checks drawn on the Imprest Distribution Account are drawn by the manager of Allied's terminals to provide them with sufficient cash on hand to reimburse drivers and make cash advances for vehicle repairs. The face value of each draft drawn on the Imprest Distribution Account (and the Canadian Imprest Accounts described below) cannot exceed

\$3,000, and this limitation is printed on the face of the check.³ The Imprest Distribution Account is funded daily by the Imprest Concentration Account maintained at Fidelity National Bank in amounts sufficient to cover drafts presented. In turn, the Imprest Concentration Account is funded by the Concentration Account maintained at Bank of America. The Imprest Concentration Account maintains an average balance of approximately \$25,000 and is disbursed in one of two ways:

(i) First, to cover imprest checks clearing in the Imprest Disbursement Account; and

(ii) Second, to remit funds back to the Concentration Account at Bank of America, including to upstream funds received in the Imprest Concentration Account from Mexican subsidiaries.

Funds credited to the Imprest Concentration Account are invested overnight in the Investment Account and returned daily to the Imprest Concentration Account. The Investment Account is interest bearing and is the only interest-bearing account in the cash management system other than the L/C Collateral Accounts.

18. Convenience Accounts. The Convenience Accounts are maintained at several banks and exist pursuant to the terms of the governing collective bargaining agreements and allow union drivers a mechanism for cashing their checks.

19. Letter of Credit Collateral Accounts. Allied Holdings maintains two time deposits (certificates of deposit) to secure its obligations in connection with letters of credit issued by Wells Fargo Bank, National Association and Fidelity National Bank for workers' compensation obligations (the "**L/C Collateral Accounts**"). These time deposits are listed on **Exhibit A**. The Debtors request that the L/C Collateral Accounts remain in place because they were established to secure Allied Holdings' reimbursement obligations to these banks which

³ Imprest means an account that maintains a fixed balance and can have multiple signatories, useful here to allow Allied to change terminal managers without adding them as a signatory to the account.

issued letters of credit pertaining to Allied Holdings' workers' compensation insurance programs in the States of Missouri and Florida.

C. Canadian Cash Management

20. Canadian Accounts. Allied Holdings' Canadian operations utilize a network of bank accounts in the names of the Canadian Debtors,⁴ which are used to collect receivables and pay disbursements. The daily cash management system of the Canadian operations is carried out on an entity-specific basis. Further, the cash flow is segregated so that dollars from Canadian and United States operations are not commingled. The Canadian operations are generally self-sufficient on an annual basis, although the Canadian subsidiaries could not service the debt load they would be required to borrow to maintain and fund their own operations if they were to operate independent of their Affiliates. The overhead costs are borne by the U.S. Debtors, and are charged back to Canada according to certain formulations. The Canadian subsidiaries do not retain their excess cash. Excess monies generated by these operations are wired, on a periodic basis, into the Concentration Account maintained by Allied Holdings at Bank of America. A schematic outlining the main elements of the cash management system for the Canadian Debtors is annexed hereto as Exhibit C.

21. Scotia Operating Accounts. Allied Systems (Canada) Company maintains two (2) operating accounts at Bank of Nova Scotia ("**Scotia Bank**") for purposes of collection and disbursement, one maintained in Canadian dollars and the other in United States dollars. Axis Canada Company maintains its own account at Scotia Bank in Canadian dollars, which is also a collection and disbursement account. These are, collectively, the "**Scotia Operating Accounts.**"

⁴ The Canadian subsidiaries, both of which are Debtors, are Allied Systems (Canada) Company and Axis Canada Company.

22. Canadian Lockboxes and Electronic Payments. Customer's Canadian dollar checks are routed directly into a post office box that is maintained as a lockbox under the control of Scotia Bank and automatically transferred to the Scotia Operating Account of the Canadian subsidiary. Allied Systems (Canada) Company has some customers who pay in U.S. dollars, and those checks are routed to a lockbox maintained with J.P. Morgan and automatically transferred to the U.S. dollar Scotia Operating Account, as shown on the attached schematic of the Canadian accounts. Electronic payments are transferred directly into the appropriate entity's Scotia Operating Account; deposits for Allied Systems (Canada) Company are separated by funds type (Canadian vs. U.S.) and for Axis are always remitted and held only in Canadian dollars. Any customer payments received for either Canadian subsidiary at the Debtors' Hamilton, Ontario office are deposited into the appropriate Scotia Operating Account.

23. Other Canadian Accounts. The funds in the Scotia Operating Accounts are disbursed into the various payroll accounts (the "**Payroll Accounts**"), accounts payable accounts (the "**Accounts Payable Accounts**") and various other accounts (collectively, the "**Other Accounts**") through which the Debtors fund their Canadian operations.

24. Canadian Imprest Accounts. Allied Systems (Canada) Company employs drivers to haul vehicles; Axis Canada Company does not haul vehicles. Thus, only Allied Systems (Canada) Company has imprest accounts in Canada, each of which is listed on Exhibit A (the "**Canadian Imprest Accounts**"). The Canadian imprest system exists to provide the same driver conveniences that are offered to drivers in the United States, and operates in much the same fashion. The manager of the Canadian terminals has the authority to draw against the Canadian Imprest Accounts as needed to reimburse drivers for a pre-approved list of expenses, and to make cash advances for certain vehicle repairs and other limited purposes. The manager

for the terminal will complete and submit to Allied Holdings an expense report for these disbursements, and Allied Holdings remits a check drawn from the U.S. dollar or Canadian dollar Scotia Operating Account, as applicable, of Allied Systems (Canada) Company, to reimburse the terminal.

BASIS FOR RELIEF

A. Maintain Existing Cash Management System and Bank Accounts

25. The chapter 11 guidelines (the “**U.S. Trustee Guidelines**”) established by the Office of the United States Trustee for the District of Delaware (the “**U.S. Trustee**”) require debtors in possession to, among other things, close all existing bank accounts and open new debtor-in-possession accounts and maintain a separate account for cash collateral in accordance with Section 363(c)(4) of the Bankruptcy Code.

26. The Debtors’ pre-petition bank accounts are integrally related to the Debtors’ cash management system. Thus, maintenance of the Debtors’ current bank accounts is necessary to avoid delay, confusion, and disruption of the Debtors’ business, all of which would result if their existing cash management procedures are not approved.

27. Given the Debtors’ corporate and financial structure, it would be difficult and unduly burdensome to close all existing bank accounts and establish an entirely new cash management system for each of the Debtors’ operating entities. To comply with the U.S. Trustee Guidelines, the Debtors also would need to execute new signatory cards and depository agreements and create a new system for issuing checks and paying postpetition obligations. The delays that would result from opening these accounts, revising cash management procedures, and instructing customers to redirect payments, would disrupt the Debtors’ business at this critical time. In addition, requiring the Debtors to maintain separate accounts would decentralize their cash management system, which would create unneeded disruption to the Debtors’ operations as

they attempt to restructure in chapter 11. Compliance would require the Debtors to incur significant administrative cost to re-document their cash management processes. Accordingly, the Debtors respectfully request that the Court waive the requirements imposed by the U.S. Trustee Guidelines to permit the Debtors to use their existing cash management system and bank accounts.

28. Maintenance of the Debtors' cash management system and existing bank accounts is essential to the Debtors' ability to fund prepetition payroll and other prepetition obligations for which the approval of this Court is being sought in other motions. It is also essential to enable the Debtors to utilize cash collateral efficiently and satisfy their postpetition obligations.

29. Centralized cash management procedures benefit the efficient administration of the estates. Complex enterprises customarily employ cash management procedures similar to the Debtors' cash management system because of the numerous benefits they provide, including (a) enhanced control of funds collected and disbursed across wide-ranging operations and (b) reduced administrative expenses resulting from centralized control and account reconciliation. Such systems are necessary to generate timely and accurate financial information needed to manage the Debtors' complex businesses. A centralized cash management system allows for companies to (a) tightly control corporate funds, (b) ensure cash availability, and (c) reduce administrative expenses by facilitating the movement of funds and the development of timely and accurate account balance and presentment information.

30. The Debtors maintain regular and detailed records of all transfers among the various accounts described above. Thus, allowing the Debtors to continue their existing cash management procedures will prevent unnecessary disruption and expense and, thus, is in the best interests of the Debtors' estates and creditors.

31. Further, Allied Holdings is obligated to maintain the L/C Collateral Accounts to secure its reimbursement obligations to the issuers of letters of credit issued for the benefit of the State of Missouri and the State of Florida in connection with Allied Holdings' insurance-related workers' compensation obligations, and desires to maintain those collateral CD accounts as is.

32. The U.S. Trustee Guidelines are designed to separate prepetition and postpetition transactions and prevent the inadvertent payment of prepetition claims. The Debtors believe that their existing cash management procedures satisfy the purpose of the U.S. Trustee Guidelines. The Debtors do not seek authorization to pay any prepetition claims through checks drawn on the existing bank accounts that have not yet been honored by the applicable drawee bank, except as separately authorized by this Court. The Debtors represent that if the relief requested in this Motion is granted, they will not pay, and each of the Debtors' banks will be directed not to pay, any debts incurred before the Petition Date, except as directed by the Debtors in conformance with specific orders of this Court.

33. The legal basis for the relief requested is Section 105(a) of the Bankruptcy Code, which provides as follows:

The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title. No provision of this title providing for the raising of an issue by a party in interest shall be construed to preclude the court from, *sua sponte*, taking any action or making any determination necessary or appropriate to enforce or implement court orders or rules, or to prevent an abuse of process.

11 U.S.C. § 105(a).

34. Bankruptcy courts routinely grant Chapter 11 debtors authority to continue using their existing cash management systems and treat such requests for such authority as a relatively "simple matter." *In re Baldwin-United Corp.*, 79 B.R. 321, 327 (Bankr. S.D. Ohio 1987). This is particularly true where, as here, the Chapter 11 case involves complex financial affairs. The

United States Bankruptcy Court for the District of Delaware has explained that a centralized cash management system “allows efficient utilization of cash resources and recognizes the impracticalities of maintaining separate cash accounts for many different purposes that require cash.” *In re Columbia Gas Sys., Inc.*, 136 B.R. 930, 934 (Bankr. D. Del. 1993). The Third Circuit has agreed, emphasizing that a requirement to maintain all accounts separately “would be a huge administrative burden and economically inefficient.” *In re Columbia Gas Sys., Inc.*, 997 F.2d 1039, 1061 (3d Cir. 1993), *cert. denied*, 510 U.S. 1110 (1994); *see also In re Southmark Corp.*, 49 F.3d 1111, 1114 (5th Cir. 1995) (cash management system allows debtor to “administer more efficiently and effectively its financial operations and assets”); *In re UNR Indus., Inc.*, 46 B.R. 25, 27 (Bankr. N.D. Ill. 1984). Likewise, the Eleventh Circuit has held that a debtor’s use of its pre-petition “routine cash management system” is “entirely consistent” with the provisions of the Bankruptcy Code. *See In re Charter Co.*, 778 F.2d 617, 621 (11th Cir. 1985); *see also In re Southmark Corp.*, 49 F.3d 1111, 1114 (5th Cir. 1995) (finding a cash management system allows a debtor “to administer more efficiently and effectively its financial operations and assets”).

B. Continue Use of Existing Checks and Business Forms

35. The U.S. Trustee Guidelines requires debtors in possession to obtain checks that bear the designation “debtor in possession” and reference the bankruptcy case number and type of account. Local Rule 2015-2 has a similar requirement. The Debtors’ request a waiver of the requirement that it use checks that identify the drafts as debtor-in-possession accounts and state the case number and type of account. Debtors use plain check paper that is printed using a laser. Debtors would have to redo their People Soft accounts payable system to comply with these rules. That would involve significant programming changes, cost and potential disruption to the cash management system.

36. The Debtors submit that such efforts are not needed to protect the interests of parties conducting business with the Debtors postpetition. Instead, it would involve unnecessary expense and administrative delays at this critical time.

37. The Debtors submit that parties in interest will not be prejudiced if the Debtors are authorized to continue to use their checks and related business forms substantially in the forms existing immediately prior to the Petition Date. Parties doing business with the Debtors undoubtedly will be aware of their status as debtors in possession and, thus, changing business forms is unnecessary and unduly burdensome. Accordingly, Debtors request a waiver of the U.S. Trustee Guidelines and Local Rule 2015-2 as regards debtor-in-possession checks.

38. The Debtors represent that if the relief requested herein is granted, the Debtors will implement appropriate mechanisms to ensure that no payments will be made on account of debts incurred prior to the Petition Date (other than those authorized by the Court). To prevent the inadvertent, unauthorized payment of prepetition claims, the Debtors will work closely with the Banks to ensure that appropriate procedures are in place to prevent checks that were issued prepetition from being honored without the Court's approval.

C. Limited Waiver of § 345(b)

39. The Debtors also (i) seek a waiver of the deposit guidelines set forth in Section 345(b) of the Bankruptcy Code for a period of forty-five (45) days after entry of an order approving this Motion to allow the Debtors to conform to those requirements and (ii) request a permanent waiver of Section 345(b) with respect to the L/C Collateral Accounts.

40. Section 345(b) of the Bankruptcy Code provides as follows:

(b) Except with respect to a deposit or investment that is insured or guaranteed by the United States or by a department, agency, or instrumentality of the United States or backed by the full faith and credit of the United States, the trustee shall require from an entity with which such money is deposited or invested—

(1) a bond—

- (A) in favor of the United States;
 - (B) secured by the undertaking of a corporate surety approved by the United States trustee for the district in which the case is pending; and
 - (C) conditioned on—
 - (i) a proper accounting for all money so deposited or invested and for any return on such money;
 - (ii) prompt repayment of such money and return; and
 - (iii) faithful performance of duties as a depository; or
- (2) the deposit of securities of the kind specified in § 9303 of title 31; unless the court for cause orders otherwise.

11 U.S.C. § 345(b).

41. The Debtors request a period of forty-five (45) days after entry of an order approving the Motion to ensure that its accounts comply with Section 345(b) of the Bankruptcy Code. The Debtors will need to reach out to their banks to confirm that each bank has executed an agreement in the form contemplated by the U.S. Trustee Guidelines in this regard.

42. Section 345(b)(2) expressly provides that the Court may modify a debtor's deposit or investment obligations under Section 345(b) for "cause." The Debtors request a permanent waiver of Section 345(b) with respect to the L/C Collateral Accounts. The balances in the L/C Collateral Accounts exceed the FDIC insurance limits applicable under Section 345(b) of the Bankruptcy Code. The L/C Collateral Accounts are maintained at Fidelity National Bank and Wells Fargo Bank, National Association - banks at which the Debtors maintain only imprest accounts or convenience accounts having small balances. The L/C Collateral Accounts conform to reimbursement obligations of Allied Holdings for letters of credit issued on its account for the benefit of the States of Missouri and Florida, which reimbursement obligations require these collateral accounts be maintained and pledged for the benefit of the issuing bank. Allied Holdings desires to maintain the L/C Collateral Accounts in their current status without getting, or ensuring that these issuing banks have, agreements in place with the U.S. Trustee for the

District of Delaware to conform to Section 345(b). The Debtors reserve the right to move at a later date to obtain an exception for any other deposit account for cause.

D. Grant PostPetition Intercompany Claims Administrative Priority⁵

43. In the ordinary course of business, Allied Holdings and its subsidiaries maintain business relationships with each other, resulting in unsecured intercompany receivables and payables (the “**Intercompany Transactions**”). When funds are available, the subsidiaries make payments on those intercompany obligations to Allied Holdings. Each month there is a true-up of the obligations between Allied Holdings and its subsidiaries, and those debits and credits are consolidated to a net intercompany balance between Allied Holdings and the applicable subsidiary. All the Debtors (both U.S. and Canadian) participate in these Intercompany Transactions. These intercompany balances fund operating capital for the Debtors. These Intercompany Transactions create intercompany claims for reimbursement for which the Debtors seek an order of this Court granting administrative priority under § 364(c)(1) (as may be modified by any interim or final orders of this Court authorizing the Debtors to incur post-petition financing).

44. In terms of cross-border Intercompany Transactions, Allied Holdings transfers funds only to its two Canadian subsidiaries, both of which are Debtors, and those transactions are a by-product of the cross-border nature of their businesses.⁶ Except for the Canadian subsidiary Debtors, Allied Holdings does not transfer funds to its foreign subsidiaries. Courts have allowed debtors to continue collecting and transferring funds to foreign affiliates (debtor or non-debtor) where such intercompany transfers are an integral part of the debtors’ cash management

⁵ Any such grant of administrative priority on account of the Intercompany Transactions is subject to the terms of the Debtors’ proposed debtor-in-possession delayed draw term loan facility.

⁶ In addition, all U.S. subsidiaries of Allied Holdings are a Debtor in these Chapter 11 Cases, and thus all intercompany transfers of funds under the cash management system are among Debtor entities.

procedures. *In re Worldcom, Inc.* Case No. 02-13533 (Bankr. S.D.N.Y. October 15, 2002); *In re Global Crossing Ltd.* Case No. 02-40188 (Bankr. S.D.N.Y. January 28, 2002).

45. If the Intercompany Transactions are discontinued, a number of services provided by and among the Debtor entities would be disrupted. Moreover, discontinuing the Intercompany Transactions could impair the Debtors' ability to pay benefits to their employees, and make timely payments to certain vendors. Accordingly, the Debtors believe that continuation of the Intercompany Transactions is in the best interests of the Debtors' estates and their creditors, and seek authority to enter into such Intercompany Transactions in the ordinary course of business.

46. Additionally, the Debtors respectfully request that, pursuant to § 364(c)(1) of the Bankruptcy Code, all claims arising from Intercompany Transactions after the Petition Date be accorded administrative status. Notably, administrative expense treatment for intercompany claims, as requested here, has been granted in other comparable chapter 11 cases in this district. *See, e.g., In re Blitz U.S.A., Inc.*, No. 11-13063 (Bankr. D. Del. Dec. 5, 2011); *In re Ambassadors Int'l, Inc.*, No. 11-11002 (KG) (Bankr. D. Del. Apr. 5, 2011); *In re Local Insight Media Holdings, Inc.*, No. 10-13677 (Bankr. D. Del. Nov. 19, 2010); *In re OTC Holdings Corp.*, No. 10-12636 (Bankr. D. Del. Aug. 27, 2010); *In re NEC Holdings Corp.*, No. 10-11890 (Bankr. D. Del. July 13, 2010); *In re MiddleBrook Pharms., Inc.*, No. 10-11485 (Bankr. D. Del. May 4, 2010); *In re Atrium Corp.*, No. 10-10150 (Bankr. D. Del. Jan. 21, 2010); *In re Int'l Aluminum Corp.*, No. 10-10003 (Bankr. D. Del. Jan. 6, 2010); *In re Friendly Ice Cream Corp.*, No. 11-13167 (KG) (Bankr. D. Del. Oct. 6, 2011).

47. At any given time, there may be balances due and owing by and among the Debtors' various entities. The Debtors, through the banking transactions described in this

Motion, maintain records of, and can ascertain, trace and account for, the Intercompany Transactions. Moreover, the Debtors and the banks described in this Motion will continue to maintain such records, including records of all current intercompany accounts receivables and payables, in the postpetition period. Thus, the propriety of all these transfers can be verified. The Debtors respectfully request that the Court authorize the Debtors to continue Intercompany Transactions in the ordinary course of business.

48. The Debtors respectfully submit that they have shown that the relief requested in this Motion is appropriate, and ask that the Court grant all of the relief requested as being in the best interests of their estates.

E. The Requirements of Bankruptcy Rule 6003 for Interim Relief Have Been Satisfied

49. As described above, the Debtors are seeking authority pursuant to the order to continue to operate their cash management system. Under Bankruptcy Rule 6003, this Court may authorize the relief requested herein within the 21-day period after the Petition Date because such relief is necessary to avoid immediate and irreparable harm to the Debtors' estates. *See* Fed. R. Bankr. Proc. 6003(b). Immediate and irreparable harm exists where the absence of relief would impair a debtor's ability to reorganize or threaten the debtor's future as a going concern. *See In re Ames Dep't Stores, Inc.*, 115 B.R. 34, 36 n.2 (Bankr. S.D.N.Y. 1990) (discussing the elements of "immediate and irreparable harm" in relation to Bankruptcy Rule 4001).

50. Because of the complexity of the Debtors' operations, any disruption to the cash management system would seriously harm the Debtors and their estates. Without the cash management system, the Debtors would be unable to track incoming receipts and make on-time payments, thereby precluding the Debtors from determining their current liquidity. This, along with the possibility that third parties would refuse to provide essential services in the event the Debtors failed to remit payment, could cause a diminution in the value of the Debtors' estates to

the detriment of all parties in interest. As a result, immediate and irreparable harm would result without the relief requested herein being granted. Accordingly, the Debtors respectfully submit that they have satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003(b) and seek authority to continue to operate the cash management system.

F. Waiver of Bankruptcy Rule 6004(a) and 6004(h)

51. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay provided under Bankruptcy Rule 6004(h).

NOTICE

52. Notice of this Motion has been provided via facsimile, overnight delivery service, electronic transmission or same-day messenger service to: (i) the U.S. Trustee; (ii) counsel for the agent for the Debtors’ proposed debtor-in-possession lenders; (iii) counsel for The CIT Group/Business Credit, Inc., as resigning agent under the Debtors’ first lien credit agreement, counsel for BDCM Opportunity Fund II, LP, Black Diamond CLO 2005-1 Adviser L.L.C. and Spectrum Investment Partners LP, and each other lender under the Debtors’ first lien credit agreement; (iv) counsel for The Bank of New York Mellon, in its capacity as administrative agent and collateral agent under the Debtors’ second lien credit agreement; (v) the Debtors’ twenty (20) largest unsecured creditors listed in the Debtors’ consolidated list of creditors (excluding insiders); (vi) Bank of America, Fidelity National Bank, J.P. Morgan Chase Bank and Bank of Nova Scotia, which are the banks with which the Debtors maintain their primary banking relationships; and (vii) all other persons requesting notices. As this Motion is seeking “first day” relief, within two (2) business days of the hearing on this Motion, the Debtors will serve copies of this Motion and any order entered in respect to this Motion as required by Local

Rule 9013-1(m). In light of the expedited nature of the relief requested, the Debtors respectfully submit that no further notice is necessary.

CONCLUSION

WHEREFORE the Debtors respectfully request entry of an order granting the relief requested herein, and granting the Debtors such other and further relief as may be just. A form of Order is attached as **Exhibit D** hereto.

Dated: June 11, 2012
Wilmington, Delaware



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Proposed Counsel for the Debtors

EXHIBIT A

Deposit Accounts of Allied Holdings, Inc. and Debtor Subsidiaries

U.S. Accounts

<u>Debtor</u>	<u>Name of Depository Bank</u>	<u>Account Number</u>	<u>Account Name</u>	<u>Liens</u>
Allied Systems Holdings, Inc.	Bank of America	9429019178	DDA/Benefits ⁷	
Allied Systems, Ltd.	Fidelity National Bank	47745	Imprest Distribution Account	
Allied Systems, Ltd.	Bank of America	2108306220	Convenience	
Axis Group Inc.	Fidelity National Bank	73660	Escrow	
Logistics Technology LLC	Fidelity National Bank	81981	Convenience	
Logistics Systems LLC	Fidelity National Bank	81191	Convenience	
AXIS ARETA LLC	Fidelity National Bank	82538	Convenience	
Allied Systems, Ltd.	Fidelity National Bank	80047063	Investment Account	
Allied Systems Holdings, Inc.	Fidelity National Bank	59328	Imprest Concentration Account	
Allied Systems, Ltd.	First Bank- Wentzville	9872802327	Convenience	
FJB	M&I Bank of Janesville	24578609	Convenience	
Allied Systems, Ltd.	Charter One Bank	3850461854	Convenience	
Allied Systems (Canada) Company	J.P. Morgan Chase	958303	Lockbox	Covered by Account Control Agreement in favor of Collateral Agent
Allied Automotive Group, Inc.	J.P. Morgan Chase	363653464	Lockbox	Covered by Account Control Agreement in favor of Collateral Agent
Allied Automotive Group, Inc.	J.P. Morgan Chase	363653384	Lockbox	Covered by Account Control Agreement in favor of Collateral Agent
Axis Group, Inc	J.P. Morgan Chase	363653534	Lockbox	Covered by Account

				Control Agreement in favor of Collateral Agent
Cordin Transport	J.P. Morgan Chase	363653794	Lockbox	Covered by Account Control Agreement in favor of Collateral Agent
CT Services, Inc.	J.P. Morgan Chase	363653614	Lockbox	Covered by Account Control Agreement in favor of Collateral Agent
Allied Systems Holdings, Inc.	Bank of America	5800299454	DDA	Covered by Account Control Agreement in favor of Collateral Agent
Allied Systems Holdings, Inc.	Bank of America	5590056569	CDA ⁸	
Allied Systems Holdings, Inc.	Bank of America	5590056577	CDA	
Allied Automotive Group	Bank of America	5590056585	CDA	
Allied Automotive Group	Bank of America	5590056601	CDA	
Allied Automotive Group	Bank of America	5800299520	DDA	
Allied Automotive Group	Bank of America	5590056593	CDA	
Axis Group, Inc.	Bank of America	5590056627	CDA	
Axis Group, Inc.	Bank of America	5590056635	CDA	
Allied Systems LTD	Wells Fargo	3090005855843	Convenience	
Allied Systems LTD	Wells Fargo	2044200166795	Convenience	
Allied Systems LTD	The Ohio State Bank	7092174	Convenience	
Allied Systems LTD	PNC Bank	55-1066-4125	Convenience	
Allied Automotive Group	J.P. Morgan Chase	904123596	DDA	Covered by Account Control Agreement in favor of Collateral Agent
Axis	J.P. Morgan Chase	904123561	DDA	Covered by Account Control Agreement in favor of Collateral Agent
Allied Systems Holdings, Inc.	J.P. Morgan Chase	904123677	DDA	Covered by Account

Allied Systems Holdings, Inc.	First Citizens Bank	67694	CDA/Benefits	Control Agreement in favor of Collateral Agent
Allied Systems Holdings, Inc.	Wells Fargo	83852600	CD Collateralizing State of Missouri LOC	
Allied Systems Holdings, Inc.	Fidelity National Bank	20063861038	CD collateralizing State of Florida LOC	

Canadian Accounts

<u>Debtor</u>	<u>Name of Depository Bank</u>	<u>Account Number</u>	<u>Account Name</u>	<u>Liens</u>
Allied Systems (Canada) Company	Scotia Bank	59782 00611-15	Operating	Covered by Account Control Agreement in favor of Collateral Agent
Allied Systems (Canada) Company	Scotia Bank	59782 00732-10	CDA/Payroll	
Allied Systems (Canada) Company	Scotia Bank	59782 00735-12	CDA/Benefits	
Allied Systems (Canada) Company	Scotia Bank	59782 86627-11	Operating	Covered by Account Control Agreement in favor of Collateral Agent
Axis Canada Company	Scotia Bank	59782 00101-11	Operating	Covered by Account Control Agreement in favor of Collateral Agent
Axis Canada Company	Scotia Bank	59782 00105-10	CDA/Payroll	
Allied Systems (Canada) Company	Scotia Bank	59782 00191-19	Imprest Concentration Account	
Allied Systems (Canada) Company	Scotia Bank	59782 00737-17	Imprest Concentration Account	Covered by Account Control Agreement in favor of Collateral Agent
Allied Systems (Canada) Company	Scotia Bank	59782 87456-17	Imprest Concentration Account	
Allied Systems (Canada) Company	Scotia	597820036412	CDA/Payroll	

EXHIBIT B

U.S. Cash Management Schematic

Allied Systems Holdings, Inc. & Subsidiaries

U.S. Bank Structure as of 6/10/2012

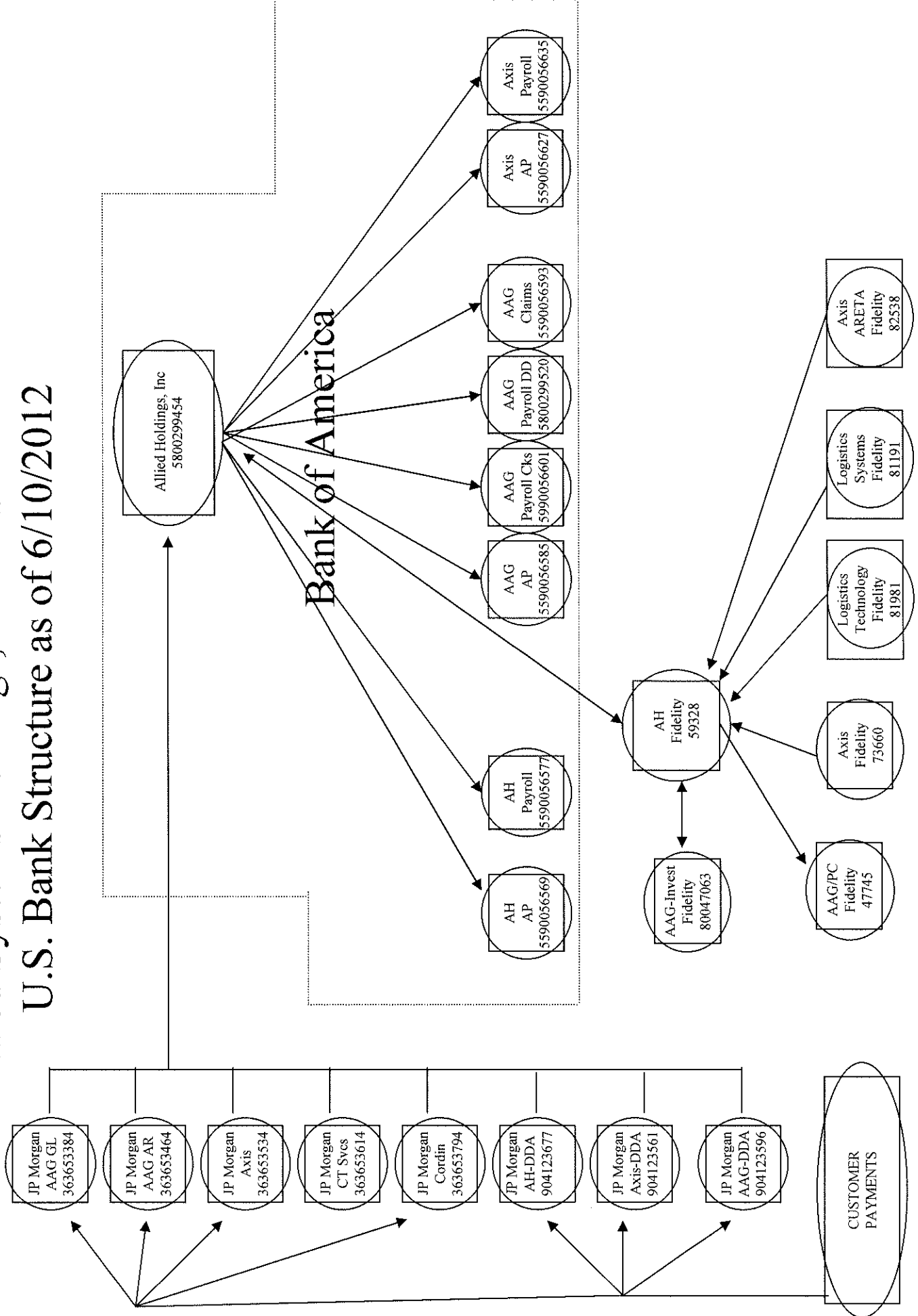


EXHIBIT C

Canadian Cash Management Schematic

Allied Systems Holdings, Inc. & Subsidiaries

Canadian Bank Structure

as of 6/10/2012

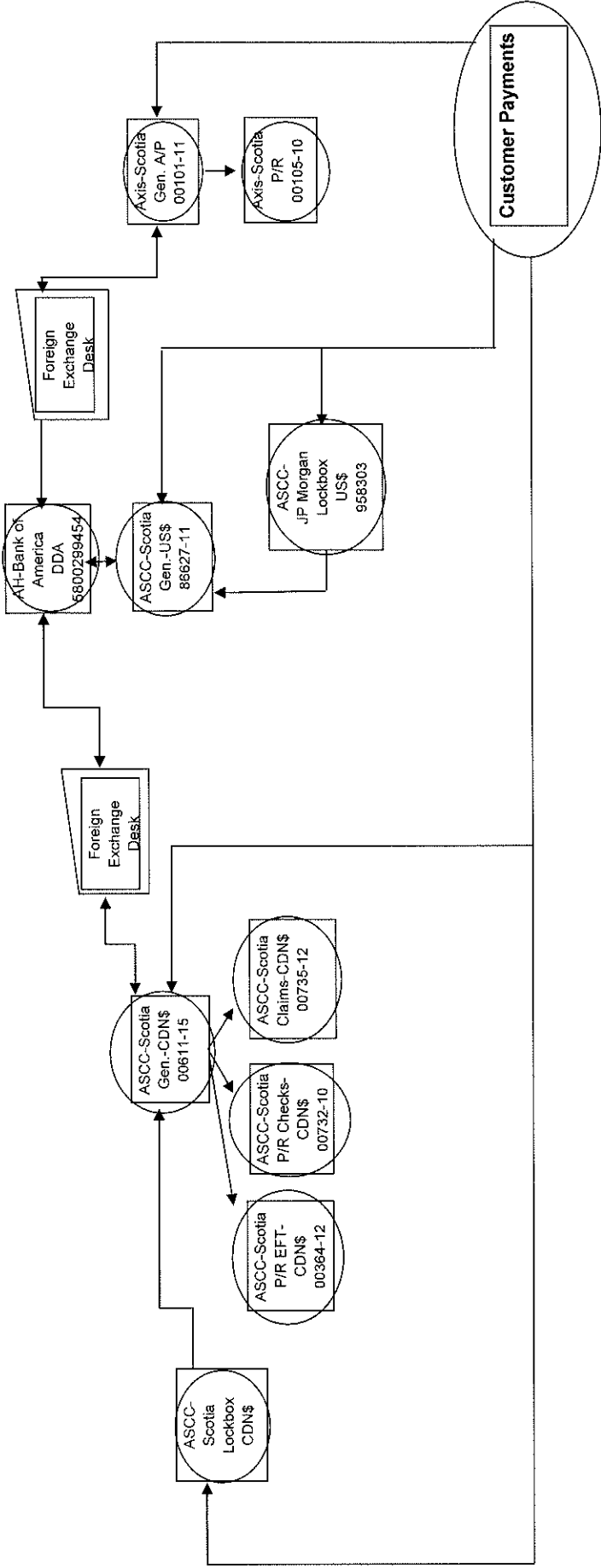


EXHIBIT D

Form of Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

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

Debtors.

Chapter 11

Case No. 12-11564 (CSS)

(Joint Administration Pending)

**ORDER AUTHORIZING DEBTORS TO (A) MAINTAIN EXISTING CASH
MANAGEMENT SYSTEM AND BANK ACCOUNTS, (B) CONTINUE USE OF
EXISTING CHECKS AND BUSINESS FORMS, (C) OBTAIN LIMITED WAIVER OF
§ 345(b), AND (D) CONTINUE TO MAKE INTERCOMPANY ADVANCES WITH
§ 364(c)(1) ADMINISTRATIVE PRIORITY**

This matter is before the Court² on the motion of Allied Systems Holdings, Inc. and certain of its direct and indirect wholly-owned subsidiaries, the debtors and debtors in possession herein (collectively, the “**Debtors**”), for authority to (a) maintain existing cash management system and bank accounts, (b) continue use of existing checks and business forms, (c) obtain limited waiver of §345(b), and (d) continue to make intercompany advances with § 364(c)(1) administrative priority (the “**Motion**”).

The Court has considered the Motion, the Declaration of Scott D. Macaulay in Support of Chapter 11 Petitions and First Day Motions, and the matters reflected in the record of the hearing held on the Motion. It appears that the Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 157 and 1334; that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); that

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

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

the Debtors have provided appropriate notice of the Motion and the opportunity for a hearing on the Motion under the circumstances and that no further notice is necessary; and that the relief sought in the Motion is in the best interests of the Debtors, their estates, and their creditors; and that good and sufficient cause exists for such relief.

Accordingly, it is hereby **ORDERED** as follows:

1. The Motion is **GRANTED** as set forth herein.
2. The Debtors are authorized to continue to use their prepetition cash management system procedures, as described in the Motion, in the ordinary course of business.
3. The Debtors are authorized and empowered to (a) designate, maintain, and continue to use any and all existing bank accounts with the same account numbers, including, without limitation, the accounts identified in **Exhibit A** to this Order; and (b) treat the bank accounts for all purposes as accounts of the Debtors as debtors-in-possession.
4. The banks at which the Debtors' bank accounts are maintained (collectively, the "**Banks**") are authorized to continue to service and administer the applicable bank accounts as accounts of the respective Debtor as a debtor-in-possession without interruption and in the usual and ordinary course, and to receive, process and honor and pay any and all checks, drafts, wires, or automated clearing house transfers ("**ACH Transfers**") drawn on the bank accounts after the Petition Date by holders or makers thereof, as the case may be. The Debtors shall reimburse the Banks for any claim arising prior to or after the Petition Date in connection with customer checks deposited with the Banks which have been dishonored or returned for insufficient funds in the applicable customer account; *provided, however*, that, in addition to the requirements thereof, any checks, drafts, wires, or ACH Transfers drawn or issued by the Debtors before the Petition Date shall be timely honored by any such Bank to the extent necessary to comply with any

order(s) of this Court issued from time to time authorizing payment of certain prepetition claims, unless such Bank is instructed by the Debtors to stop payment on or otherwise dishonor such check, draft, wire or ACH Transfer.

5. The Banks (a) are authorized to accept and honor all representations from the Debtors as to which checks, drafts, wires, or ACH Transfers should be honored or dishonored consistent with any order(s) of this Court, whether the checks, drafts, wires, or ACH Transfers are dated prior to, on, or subsequent to the Petition Date, and whether or not the Bank believes the payment is or is not authorized by any order(s) of this Court, (b) have no duty to inquire as to whether such payments are authorized by any order(s) of this Court, and (c) have no liability to any party on account of following the Debtors' instructions in accordance with this Order.

6. Nothing contained herein shall prevent the Debtors from opening any additional bank accounts, subject to the requirements set forth under the Debtors' proposed debtor-in-possession delayed draw term loan facility (the "**DIP Facility**"), or closing any existing bank account(s) as they may deem necessary and appropriate, and the Banks are authorized to honor the Debtors' requests to open or close, as the case may be, such bank accounts or additional bank accounts; *provided, however*, that any new account shall be with a bank that is insured with the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and that is organized under the laws of the United States or any State therein, and *provided, further*, the Debtors shall give prompt notice of the opening of any new bank accounts to counsel to the Agent for the DIP Facility, the Office of the United States Trustee for the District of Delaware and any statutory committee appointed in these Chapter 11 Cases.

7. Any and all bank accounts opened by the Debtors on or after the Petition Date at any Bank shall, for all purposes under this Order, similarly be subject to the rights and

obligations of this Order; *provided, however* that the Debtors shall open any new bank account only at banks that have executed a Uniform Depository Agreement with the Office of the United States Trustee for the District of Delaware, or at such banks that are willing to immediately execute such an agreement.

8. For Banks at which the Debtors hold accounts that are not party to a Uniform Depository Agreement with the Office of the United States Trustee for the District of Delaware, the Debtors shall use their good-faith efforts to cause the banks to execute a Uniform Depository agreement in a form prescribed by the Office of the United States Trustee within forty-five (45) days after the date of this Order. The United States Trustee's rights to seek further relief from this Court on notice in the event that the aforementioned banks are unwilling to execute a Uniform Depository Agreement in a form prescribed by the United States Trustee are fully reserved.

9. The Debtors and the Banks are hereby authorized to continue to perform pursuant to the terms of any prepetition agreements that may exist between them pertaining to the deposit accounts or cash management system, except and to the extent otherwise directed by the terms of this Order. The parties to such agreements shall continue to enjoy the rights and remedies afforded to them under such agreements, except to the extent modified by the terms of this Order or by operation of the Bankruptcy Code.

10. The Debtors are authorized to continue to consolidate the management of their cash and cash equivalents, including, without limitation, their prepetition bank accounts and procedures related to investments of cash, and to effectuate the transfer of funds by and among the Debtors as and when needed and in the amounts necessary or appropriate to maintain their operations in the ordinary course of business; *provided, however*, that the Debtors shall maintain

accurate and detailed records of all transfers, including intercompany transfers, so that all transactions may be readily ascertained, traced, recorded properly and distinguished between prepetition and postpetition transactions.

11. The Debtors are authorized to maintain the L/C Collateral Accounts.

12. The Debtors are authorized to continue to use their existing checks and business forms and documents related to their bank accounts, and the Court waives the requirements of the U.S. Trustee Guidelines and Local Rule 2015-2 that require including the “debtor-in-possession” designation on checks.

13. The Debtors are authorized to continue to enter into Intercompany Transactions in the ordinary course of business as described in the Motion.

14. All claims against a Debtor by another Debtor, arising after the Petition Date as a result of the Intercompany Transactions, are hereby accorded administrative expense status under § 341(c)(1) of the Bankruptcy Code (as may be modified by any interim or final orders of this Court authorizing the Debtors to incur post-petition financing).

15. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied by the Motion or otherwise deemed waived.

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

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

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

19. This Court shall retain jurisdiction to interpret and enforce this Order.

Dated: June ___, 2012
Wilmington, Delaware

THE HONORABLE CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

Deposit Accounts of Allied Holdings, Inc. and Debtor Subsidiaries

U.S. Accounts

<u>Debtor</u>	<u>Name of Depository Bank</u>	<u>Account Number</u>	<u>Account Name</u>	<u>Liens</u>
Allied Systems Holdings, Inc.	Bank of America	9429019178	DDA/Benefits ³	
Allied Systems, Ltd.	Fidelity National Bank	47745	Imprest Distribution Account	
Allied Systems, Ltd.	Bank of America	2108306220	Convenience	
Axis Group Inc.	Fidelity National Bank	73660	Escrow	
Logistics Technology LLC	Fidelity National Bank	81981	Convenience	
Logistics Systems LLC	Fidelity National Bank	81191	Convenience	
AXIS ARETA LLC	Fidelity National Bank	82538	Convenience	
Allied Systems, Ltd.	Fidelity National Bank	80047063	Investment Account	
Allied Systems Holdings, Inc.	Fidelity National Bank	59328	Imprest Concentration Account	
Allied Systems, Ltd.	First Bank- Wentzville	9872802327	Convenience	
FJB	M&I Bank of Janesville	24578609	Convenience	
Allied Systems, Ltd.	Charter One Bank	3850461854	Convenience	
Allied Systems (Canada) Company	J.P. Morgan Chase	958303	Lockbox	Covered by Account Control Agreement in favor of Collateral Agent
Allied Automotive Group, Inc.	J.P. Morgan Chase	363653464	Lockbox	Covered by Account Control Agreement in favor of Collateral Agent
Allied Automotive Group, Inc.	J.P. Morgan Chase	363653384	Lockbox	Covered by Account Control Agreement in favor of Collateral Agent
Axis Group, Inc.	J.P. Morgan Chase	363653534	Lockbox	

				Account Control Agreement in favor of Collateral Agent
Cordin Transport	J.P. Morgan Chase	363653794	Lockbox	Covered by Account Control Agreement in favor of Collateral Agent
CT Services, Inc.	J.P. Morgan Chase	363653614	Lockbox	Covered by Account Control Agreement in favor of Collateral Agent
Allied Systems Holdings, Inc.	Bank of America	5800299454	DDA	Covered by Account Control Agreement in favor of Collateral Agent
Allied Systems Holdings, Inc.	Bank of America	5590056569	CDA ⁴	
Allied Systems Holdings, Inc.	Bank of America	5590056577	CDA	
Allied Automotive Group	Bank of America	5590056585	CDA	
Allied Automotive Group	Bank of America	5590056601	CDA	
Allied Automotive Group	Bank of America	5800299520	DDA	
Allied Automotive Group	Bank of America	5590056593	CDA	
Axis Group, Inc.	Bank of America	5590056627	CDA	
Axis Group, Inc.	Bank of America	5590056635	CDA	
Allied Systems LTD	Wells Fargo	3090005855843	Convenience	
Allied Systems LTD	Wells Fargo	2044200166795	Convenience	
Allied Systems LTD	The Ohio State Bank	7092174	Convenience	
Allied Systems LTD	PNC Bank	55-1066-4125	Convenience	
Allied Automotive Group	J.P. Morgan Chase	904123596	DDA	Covered by Account Control Agreement in favor of Collateral Agent
Axis	J.P. Morgan Chase	904123561	DDA	Covered by Account Control Agreement in favor of Collateral Agent

Allied Systems Holdings, Inc.	J.P. Morgan Chase	904123677	DDA	Covered by Account Control Agreement in favor of Collateral Agent
Allied Systems Holdings, Inc.	First Citizens Bank	67694	CDA/Benefits	
Allied Systems Holdings, Inc.	Wells Fargo	83852600	CD Collateralizing State of Missouri LOC	
Allied Systems Holdings, Inc.	Fidelity National Bank	20063861038	CD collateralizing State of Florida LOC	

Canadian Accounts

<u>Debtor</u>	<u>Name of Depository Bank</u>	<u>Account Number</u>	<u>Account Name</u>	<u>Liens</u>
Allied Systems (Canada) Company	Scotia Bank	59782 00611-15	Operating	Covered by Account Control Agreement in favor of Collateral Agent
Allied Systems (Canada) Company	Scotia Bank	59782 00732-10	CDA/Payroll	
Allied Systems (Canada) Company	Scotia Bank	59782 00735-12	CDA/Benefits	
Allied Systems (Canada) Company	Scotia Bank	59782 86627-11	Operating	Covered by Account Control Agreement in favor of Collateral Agent
Axis Canada Company	Scotia Bank	59782 00101-11	Operating	Covered by Account Control Agreement in favor of Collateral Agent
Axis Canada Company	Scotia Bank	59782 00105-10	CDA/Payroll	
Allied Systems (Canada) Company	Scotia Bank	59782 00191-19	Imprest Concentration Account	
Allied Systems (Canada) Company	Scotia Bank	59782 00737-17	Imprest Concentration Account	Covered by Account Control Agreement in favor of Collateral Agent
Allied Systems (Canada) Company	Scotia Bank	59782 87456-17	Imprest Concentration Account	
Allied Systems (Canada) Company	Scotia	597820036412	CDA/Payroll	

Appendix “E”

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

In re:

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

Debtors.

Chapter 11

Case No. 12-11564 (CSS)

(Joint Administration Pending)

MOTION PURSUANT TO 11 U.S.C. §§ 105, 361, 362, 363(c), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e), 503(b) and 507(a), FED. R. BANKR. P. 2002, 4001 AND 9014 AND DEL. BANKR. L.R. 4001-2: (I) AUTHORIZING DEBTORS TO (A) OBTAIN POSTPETITION SECURED DIP FINANCING AND (B) USE CASH COLLATERAL; (II) GRANTING SUPERPRIORITY LIENS AND PROVIDING FOR SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS; (III) GRANTING ADEQUATE PROTECTION TO PREPETITION SECURED LENDERS; (IV) MODIFYING AUTOMATIC STAY; AND (V) SCHEDULING A FINAL HEARING PURSUANT TO BANKRUPTCY RULES 4001(b) AND (c)

Allied Systems Holdings, Inc. (“**Allied Holdings**”) and its U.S. and Canadian subsidiaries (collectively with Allied Holdings, “**Allied**” or the “**Debtors**”) respectfully submit this motion (the “**Motion**”) seeking, pursuant to §§ 105, 361, 362, 363, 364 and 507 of Title 11 of the United States Code (the “**Bankruptcy Code**”), the entry of interim and final financing orders:

- (A) authorizing the Debtors to obtain post-petition financing secured by superpriority, priming liens and entitled to superpriority expense status;
- (B) authorizing the Debtors to use cash collateral;
- (C) granting adequate protection to the Prepetition Lenders;

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.

(D) modifying the automatic stay; and

(E) scheduling a final hearing pursuant to Rules 4001(b) and 4001(c) of the Federal

Rules of Bankruptcy Procedures (the “**Bankruptcy Rules**”).

In support of this Motion, the Debtors respectfully represent as follows:

SUMMARY OF RELIEF REQUESTED

The Debtors seek authority to establish a debtor-in-possession delayed draw term loan facility (the “**DIP Facility**”) that provides for postpetition secured loans in an amount not to exceed \$20,000,000 (the “**DIP Loan**”), subject to the terms and conditions of the DIP Facility Agreement (as hereinafter defined) and the related Credit Documents (as defined in the DIP Facility Agreement). As explained below, Debtors are presenting to this Court a consensual DIP Loan for which requisite consent has been obtained under Debtor’s existing credit agreements for the priming liens proposed for the DIP financing.

In accordance with Bankruptcy Rule 4001, below is a summary of the terms of the proposed DIP Facility and the Debtors’ use of cash collateral, with references to the relevant Sections of the DIP Facility Agreement:²

- (a) Borrowers. Allied Systems Holdings, Inc., a Delaware corporation (“**Allied Holdings**”), and Allied Systems, Ltd. (L.P.), a Georgia corporation (“**Allied Systems**”), collectively the “**Borrowers**”.
- (b) Guarantors. Each other Debtor in these chapter 11 cases (which are all of Allied Holding’s direct and indirect U.S. and Canadian subsidiaries).
- (c) DIP Agent. Yucaipa American Alliance Fund II, LLC (the “**DIP Agent**”).
- (d) DIP Lenders. Yucaipa American Alliance Fund II, LP and Yucaipa American Alliance (Parallel) Fund II, LP, and any other lender party to the First Lien Facility that elects to participate in the DIP Facility.

² Terms not defined in this summary are defined herein or in the DIP Facility Agreement. All references are to a section of the DIP Financing Agreement unless otherwise indicated.

- (e) Borrowing Limit; Notice. \$20,000,000 in the aggregate during the term of the DIP Facility. During the interim period, the borrowing limit is \$10,000,000. § 2.1(b)
- (f) Interest Rate. LIBOR plus 7.50% per annum, with a floor of 2.50%. Base Rate Loans accrue interest at the Base Rate plus 6.50%, with a floor of 3.50%. The default interest rate is the otherwise applicable interest rate plus 2%. § 2.7
- (g) Closing: The Closing will occur after the entry of the Interim DIP Order.
- (h) Maturity. One year after the Petition Date.
- (i) Purpose. For Debtors' working capital needs and general corporate purposes, as outlined in the DIP Budget, or as otherwise permitted by the DIP Facility Agreement.
- (j) DIP Budget. The Debtors and the DIP Agents have agreed on a one-year budget (the "**DIP Budget**"), a copy of which will be attached to the proposed Interim Order and presented at the interim hearing. The DIP Budget reflects the anticipated earnings and expenses of the Debtors for a one-year period. § 6.21
- (k) 13-week Cash Projections. Every 13 weeks the Debtors shall prepare 13-week projections, which reflect the anticipated receipts and disbursements for such 13-week period, and will be subject to approval by the Requisite Lenders (as defined in the DIP Credit Agreement). The Debtors shall operate within the cash projections, but may vary from such projections so long as they remain in compliance with the Budget Covenant described below. The Cash Projections for the first 13-week period after the Closing Date are referred to as the "**Initial Approved Cash Projections,**" a copy of which will be attached to the proposed Interim Order and presented at the interim hearing.
- (l) Availability. DIP Facility is a delayed draw facility, and thus advances under the DIP Facility may be requested when the Debtors anticipate a shortage of cash collateral to pay timely the expenses reflected in the DIP Budget and to maintain \$5 million of cash on hand. Specifically, the Borrowers may draw to the extent that cash on hand *minus* cash disbursements, as reflected in the Approved Cash Projections for the then current week and the next week, is less than \$5,000,000.
- (m) Priority Claims and Liens. As set forth in § 2.22 of the DIP Facility Agreement, subject only to the Carve-Out, all obligations under the DIP Facility shall, at all times:
 - (i) pursuant to §§ 364(c)(1), 503(b), 507(a)(2) and 507(b) of the Bankruptcy Code, be entitled to super-priority claim status with priority over all other allowed Chapter 11 and Chapter 7 administrative expense claims, including expenses of a Chapter 11 and Chapter 7 trustee (the "**DIP Superiority Claims**");

- (ii) pursuant to § 364(c)(2) of the Bankruptcy Code, be secured by a perfected first priority lien on all unencumbered property and assets of the Debtors (other than claims or causes of action arising under §§ 544, 545, 547, 548, 550 or 553 of the Bankruptcy Code (collectively, the “**Avoidance Actions**”); *provided, however*, property as to which a lien is avoided shall be subject to the DIP Lien and, upon entry of the Final DIP Order, the proceeds of Avoidance Actions shall be available to repay the DIP Loan on account of the DIP Superpriority Claim); and
- (iii) pursuant to § 364(d)(1) of the Bankruptcy Code, be secured by a perfected first-priority, senior priming lien on all the property of the Debtors of any kind (other than Avoidance Actions and certain permitted prepetition liens, including liens on specific equipment) (the “**DIP Collateral**”). § 6.2

The liens awarded to the DIP Lenders and the DIP Agent pursuant to subsections (ii) and (iii) are collectively, the “**DIP Liens**” and the property subject to the DIP Loan is the “**DIP Collateral.**” Thus, the liens of the DIP Lenders shall be senior to the liens that secure the obligations of the Debtors under Prepetition Loan Documents, and such prepetition liens are sometimes referred to in this Motion as the “**Primed Liens.**”

- (n) Cash Collateral. May be used in accordance with the DIP Budget.
- (o) Adequate Protection to Prepetition Lenders. Subject to the Carve-Out, the DIP Liens and the DIP Superpriority Claim, as adequate protection to the Prepetition Lenders holding Primed Liens, the Prepetition Lenders shall receive the following, allocated first to the First Lien Lender until the First Lien Debt is paid in full, and second to the Second Lien Lenders:
 - (i) adequate protection to the extent of any diminution in value of their collateral resulting from the priming of their liens in the form of replacement liens on the DIP Collateral, *provided, however*, that the replacement liens shall not attach to the proceeds of Avoidance Actions (the “**Replacement Liens**”).
 - (ii) a claim under § 507(b)(2) of the Bankruptcy Code to the extent of any postpetition deterioration in the value of the Prepetition Collateral.
- (p) Carve-Out. (i) Debtor’s professionals: fees and expenses as of the date of a Termination Notice, plus up to \$200,000 following the date of the Termination Notice; (ii) Creditors’ Committee professionals: fees and expenses as of the date of the Termination Notice in an amount of up to \$100,000, plus up to \$75,000; and (iii) U.S. Trustee: fees pursuant to 28 U.S.C. § 1930. A “**Termination**

Notice” is a notice delivered by the DIP Agent that an Event of Default has occurred terminating the commitments and the use of cash collateral. § 8.2

(q) Fees and Expenses.

Commitment Fee: 0.75% per annum on the average undrawn portion of the DIP Facility, payable monthly.

Upfront Fee: \$500,000 (equal to 2.5% of the \$20,000,000 DIP commitment), payable to the DIP Agent for the benefit of the DIP Lenders, earned and payable on the closing of the DIP Facility after entry of the Interim Order.

DIP Agent Fee: \$75,000 payable to the DIP Agent for its own account, earned and payable on the closing of the DIP Facility after entry of the Interim Order.

Expenses. The Debtors shall also pay the reasonable fees and expenses (including legal fees, “**DIP Expenses**”) of the DIP Agent in connection with the DIP Facility. Following an Event of Default, each Lender will also be reimbursed for its expenses in connection with the sale or realization of the DIP Collateral or any workout, including in an insolvency proceeding. § 10.2

- (r) Mandatory Repayments: The net cash proceeds received by the Debtors from any sale, transfer or other disposition of assets or property (other than inventory in the ordinary course of business) or any recovery event (such as a casualty or condemnation) shall be applied to permanently reduce the commitment. § 2.11
- (s) Yield Protection, Withholding Tax Gross-Up, Indemnity and Increases Costs. Customary for facilities of this nature offering LIBOR interest rates. §§ 2.15 to 2.17
- (t) Budget Covenants. Debtors shall comply with Budget Covenant, tested weekly, starting 2 weeks after the petition Date. § 6.21.
- (u) Financial Covenants. Financial covenants consist of: (i) minimum EBITDA, (ii) minimum liquidity, and (iii) a limit on capital expenditures. § 6.7
- (v) Committee Challenges Actions. Must be brought within the earlier of 75 days after the Petition Date and 45 days from the date of formation of the Creditors’ Committee to file any and all claims and litigation against the DIP Agent, the DIP Lenders, the First Lien Agents or the First Lien Lenders with regard to their Prepetition Liens (collectively, the “**Committee Challenge Actions**”). No more than \$25,000 of the proceeds of the DIP Facility or the cash collateral may be used for Committee Challenge Actions (the “**Committee Challenge Fees**”).

- (w) Indemnification. Extends to the DIP Agent and the DIP Lenders (and their officers, directors, advisors, agents and affiliates) for all Indemnified Liabilities, except to the extent they result from such person's gross negligence or willful misconduct. § 10.3
- (x) Events of Default. As described in § 8.1 of the DIP Facility Agreement. include the following:
 - (i) failure to make principal and interest payments when due;
 - (ii) covenant defaults (including financial or budget covenants);
 - (iii) any agent or any lenders under the Prepetition Credit Facilities shall take any action without further order of the Bankruptcy Court or the Canadian Court, to foreclose or exercise remedies in collateral;
 - (iv) Dismissal of the Chapter 11 Cases or conversion to a Chapter 7 proceeding, or termination of the recognition proceedings in Canada;
 - (v) the filing of a plan of reorganization that fails to require payment in full in cash of all obligations to the DIP Lenders and the DIP Agent under the DIP Agreement or to which the Required DIP Lenders do not consent;
 - (vi) any action (a) to obtain additional financing, (b) to authorize financing (including junior financing) secured by the DIP Collateral, or (c) to use cash collateral that is not consented to by the DIP Lenders and the DIP Agent; (ix) any action to approve any sale of the DIP Collateral unless consented to by the Requisite DIP Lenders or such sale pays the DIP Facility in full;
 - (vii) the commencement of any lawsuit or action against Yucaipa, any other First Lien Lender, any First Lien Agent or any of their respective affiliates that asserts or seeks, (a) any claim in excess of \$100,000, (b) any legal or equitable remedy that would have the effect of subordinating any or all of the obligations or Liens of any party to the First Lien Credit Facility, or (c) could have a material adverse effect on the rights and remedies of any party to the First Lien Credit Facility;
 - (viii) the entry of an order modifying, limiting, subordinating, recharacterizing or avoiding the priority or validity of any indebtedness owed to the DIP Lenders or the First Lien Lenders or the perfection, priority or validity of their liens;

- (ix) the Creditors' Committee or other committee seeks the approval of any subsequent debtor-in-possession facility, and either (a) the Debtors do oppose such application or (b) an order is entered approving such subsequent debtor-in-possession facility that does not pay the DIP Loan in full; or the Debtors seek the approval of any other post-petition facility or loans that do not pay the DIP Loan in full;
 - (x) the appointment of a trustee or examiner with enlarged powers under Chapter 11 or 7 of the Bankruptcy Code, or the appointment of the equivalent officer in Canada with respect to a Canadian Debtor;
 - (xi) the commencement of a lawsuit to disallow the First Lien Debt or to challenge the liens securing that indebtedness; or
 - (xii) the failure to obtain a final order approving the DIP Loan within a specified time period.
- (y) Relief From Automatic Stay. Available upon 5 business days' notice to the Debtors, the Creditors' Committee, the Petitioning Creditors and the U.S. Trustee. § 8.1.

In accordance with Bankruptcy Rule 4001, the Debtors and the DIP Lenders stipulate that items (i) through (o), (p) and (q) listed above shall apply upon entry of an interim order granting this Motion, even if a final order is not entered.

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. § 1334. Consideration of this Motion is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of this proceeding is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

BACKGROUND

2. On May 17, 2012, involuntary petitions were filed against Allied Holdings and its subsidiary Allied Systems, Ltd. (L.P.) ("**Allied Systems**") under Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**") in this Bankruptcy Court (the "**Court**"). On June 10, 2012, the remaining Debtors filed voluntary petitions in this Court and, in connection

therewith, Allied Holdings and Allied Systems consented to the involuntary petitions filed against them. The “**Petition Date**” of such Debtor is the date that such involuntary petition or voluntary petition was filed by or against such Debtor. The chapter 11 cases commenced thereby are, collectively, the “**Chapter 11 Cases.**”

3. The Debtors are authorized to operate their businesses as debtors-in-possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code. As of the date of this Motion, no official committee of unsecured creditors has been appointed by the Office of the United States Trustee.

4. The Debtors’ major line of business, known in the industry as “car haul,” is the transport of light vehicles, such as automobiles, sport-utility vehicles and light trucks, from manufacturing plants, ports, auctions, and railway distribution points to automobile dealerships in the United States and Canada by means of tractor trailers referred to as “**Rigs.**” The Debtors’ smaller line of business is logistics, which includes arranging for and managing vehicle distributions services, automobile inspections, auction and yard management services, vehicle tracking, accessorizing, and dealer preparation services for the automobile industry in the United States and Canada, and providing yard management services in Mexico.

5. Additional information about the Debtors’ businesses, the events leading up to the Petition Date, and the facts and circumstances surrounding the Debtors and these Chapter 11 Cases can be found in the Declaration of Scott D. Macaulay in Support of Chapter 11 Petitions and First Day Motions (the “**Macaulay Declaration**”), which is incorporated herein by reference.

RELIEF REQUESTED

6. The Debtors seek, pursuant to §§ 105, 361, 362, 363, 364, 503 and 507 of the Bankruptcy Code and Bankruptcy Rules 2002, 4001 and 9014, the entry of interim and final

orders, substantially in the form attached hereto as **Exhibit A**, that *inter alia*, (i) authorize the Debtors to obtain postpetition secured loans in a principal amount up to \$20,000,000, pursuant to that certain Senior Secured Super-priority Debtor In Possession Credit and Guaranty Agreement, substantially in the form to be filed under separate cover on the Court's docket (the "**DIP Facility Agreement**"), by and among Allied Holdings and Allied Systems, as borrowers, and the other Debtors, as guarantors, and the DIP Agent and Yucaipa American Alliance Fund II, L.P. and Yucaipa American Alliance (Parallel) Fund II, L.P. ("**Yucaipa**") and the other lenders (together with any other party that may become a lender thereunder, collectively, the "**DIP Lenders**"); (ii) authorize the Debtors to use the cash collateral (as such term is defined in section 363(a) of the Bankruptcy Code) of the DIP Lenders and their prepetition secured lenders; (iii) grant the DIP Agent, for and on behalf of itself and the DIP Lenders, superpriority, priming liens that are senior to all other liens on the Debtors' assets other than the Carve-Out and certain prepetition liens that had priority over the liens securing the First Lien Facility (as defined below); (iv) grant the DIP Agent, for and on behalf of itself and the DIP Lenders, superpriority administrative expense status, senior to all other administrative expense claims; (v) grant adequate protection to the Debtors' prepetition secured lenders; and (vi) modify the automatic stay of section 362 of the Bankruptcy Code in order to permit the DIP Agent to exercise remedies following an Event of Default under the DIP Financing Agreement (subject to the giving of five (5) days' notice to the Debtors and certain creditor constituencies).

DEBTORS' PREPETITION CREDIT AGREEMENTS

7. Prepetition Credit Facilities. The plan of reorganization confirmed in the Debtors' 2005 bankruptcy case³ provided for two exit financing facilities: a first lien facility (the "**First Lien Facility**") and a second lien facility (the "**Second Lien Facility**," and together with the First Lien Facility, the "**Prepetition Credit Facilities**"). Both of these facilities were outstanding as of the commencement of the Chapter 11 Cases. The maturity date for both facilities was May 29, 2012, and the obligations thereunder are due. As of the Petition Date, the Debtors owed approximately \$244,021,526 in principal under the First Lien Facility and \$30,000,000 under the Second Lien Facility. The lenders under the Prepetition Credit Facilities are referred to as the "**Prepetition Lenders.**" Each of the Debtors and the collateral agents for the two credit facilities entered an Intercreditor Agreement dated as of May 15, 2007 (the "**Intercreditor Agreement**") to set forth, among other things, the relative rights and priorities as between these two credit facilities.

8. First Lien Facility. The First Lien Facility is evidenced by the Amended and Restated First Lien Senior Secured Super-Priority Debtor in Possession and Exit Credit and Guaranty Agreement dated as of May 15, 2007, as amended by an amendment no. 1 dated as of May 29, 2007, an amendment no. 2 dated as of June 12, 2007, an amendment no. 3 dated as of April 17, 2008, and an amendment no. 4 dated as of August 21, 2009 (as amended, the "**First Lien Credit Agreement**"), by and among Allied Holdings and Allied Systems, as borrowers, certain of their subsidiaries, as guarantors, Goldman Sachs Credit Partners L.P. ("**Goldman Sachs**"), as lead arranger and syndication agent, The CIT Group/Business Credit, Inc. ("**CIT**"),

³ In re Allied Holdings, et al., filed on July 31, 2005 in the United States Bankruptcy Court for the Northern District of Georgia, Newnan Division (Case No. 05-12515-CRM), and closed on June 5, 2012.

in its capacity as administrative agent and collateral agent, and CIT, Yucaipa, and the other lenders party thereto, as lenders (collectively, “**First Lien Lenders**”).

9. CIT resigned as First Lien Agent by notice dated April 19, 2012. As of the Petition Date, the First Lien Lenders have not appointed a successor First Lien Agent. Thus, under the First Lien Credit Agreement, the “Requisite Lenders” (as defined therein) act as the First Lien Agent. *See* First Lien Credit Agreement, § 9.7. Yucaipa owns a sufficient percentage of the outstanding indebtedness under the First Lien Facility that it alone can act as “Requisite Lenders.”⁴ For purposes of the Motion, the proposed Interim Order and Final Order, any successor to CIT as administrative agent and collateral agent, or in the absence thereof, the party with controlling voting authority (the Requisite Lenders) in whom § 9.7 of the Credit Agreement vests all the powers of the administrative and collateral agent, acting in such capacity, are referred to as the “**First Lien Agent.**”

10. The First Lien Facility provided up to \$265,000,000 in principal amount of financings, and included three sub-facilities (i) a revolving loan facility of up to \$35,000,000, (ii) a synthetic letter of credit facility of up to \$50,000,000, and (iii) a term loan facility of up to \$180,000,000. Availability under the revolver was calculated by a borrowing base, comprised of a percentage of the net amount of eligible accounts receivable and a percentage of the orderly liquidation value of Allied’s trailers, with reserves and contractual limits. CIT is the only lender under the revolving credit subfacility and is not a lender under the term loan subfacility or the letter of credit subfacility. The revolving credit subfacility has priority of payment over the other two subfacilities in a liquidation. *See* Prepetition Security Agreements, § 7.2. In addition, under the letter of credit subfacility, the commitments to make letter of credit loans have been

⁴ Certain other First Lien Lenders have challenged Yucaipa’s ability to act in such role. *See* ¶ 16 below. For a discussion of the voting rights provisions of the Intercreditor Agreement see Part E below.

terminated.⁵ Yucaipa holds \$134,819,567 in principal amount of term loans under the First Lien Facility, which represents 53.23% of the outstanding indebtedness under such facility.

11. Second Lien Facility. The Second Lien Facility is evidenced by the Second Lien Secured Super-Priority Debtor in Possession and Exit Credit and Guaranty Agreement dated as of May 15, 2007, as amended by an amendment no. 1 dated as of May 29, 2007, an amendment no. 2 dated as of June 12, 2007, and an amendment no. 3 dated as of April 17, 2008 (as amended, the “**Second Lien Credit Agreement**”), by and among Allied Holdings and Allied Systems, as borrowers, certain of their subsidiaries, as guarantors, Goldman Sachs, as administrative agent and collateral agent (together with its successors as administrative agent and collateral agent, the “**Second Lien Agent**”), and as lead arranger and syndication agent, and the lenders party thereto (collectively, the “**Second Lien Lenders**”). The Bank of New York Mellon (“**BNYM**”) has replaced Goldman Sachs as Second Lien Agent. The Second Lien Facility consists of a \$50,000,000 term loan facility, which is paid down to \$30,000,000 in principal. Yucaipa holds \$20 million of the aggregate principal amount of term loans, which represents approximately 66.67% of the outstanding Second Lien Facility.

12. Prepetition Collateral. Both Prepetition Credit Facilities are secured by liens in all or substantially all of the assets of Allied Holdings and Allied Systems, and their U.S. and Canadian subsidiaries (the Debtors herein), pursuant to (i) in the case of the First Lien Facility, the Amended and Restated Pledge and Security Agreement (First Lien) and (ii) in the case of the Second Lien Facility, the Amended and Restated Pledge and Security Agreement (Second Lien), both dated as of May 15, 2007 (the “**Prepetition Security Agreements**”). The credit and security documents for the First Lien Loan Documents and the Second Lien Loan Documents (as

⁵ Allied Holdings terminated the commitment to make letter of credit loans under the First Lien Credit Agreement by letter dated December 16, 2011.

such terms are defined in the First Lien Credit Agreement) are referred to herein as the “**Prepetition Loan Documents**,” and the collateral described therein is referred to herein as the “**Prepetition Collateral**.” The Prepetition Collateral principally consists of Rigs, accounts receivable, deposits in bank accounts, certain real estate, and the stock of most of Allied Holdings’ subsidiaries. The Debtors agree that their obligations under the First Lien Credit Agreement and the Second Lien Credit Agreement are secured by perfected, valid, binding and non-avoidable priority security interests and liens upon substantially all of the assets of each Debtor; *provided, however*, that the Prepetition Lenders are not perfected in Excluded Assets and Excluded Deposit Accounts, as such terms are defined in the Pledge and Security Agreements for the Prepetition Indebtedness, certain small or pledged deposits in which the First Lien Agent does not have a control agreement (see Cash Management Motion, Exhibit A), or in certain real estate, which is not encumbered by a mortgage, and those assets are not included in the Prepetition Collateral (collectively, the “**Unencumbered Assets**”). Under the Intercreditor Agreement, the liens securing the Second Lien Facility are junior and subordinate to the liens securing the First Lien Facility.

13. Prepetition Obligations.

a. First Lien Debt. Immediately prior to the Petition Date, the principal amount of the loans under the First Lien Facility was \$244,021,526, as follows: (a) \$35,000,000 in outstanding revolving loans, (b) \$33,071,526 in outstanding letter of credit loans, and (c) \$175,950,000 in outstanding term loans (together with interest, fees and expenses, collectively, the “**First Lien Debt**”).

b. Second Lien Debt. Immediately prior to the Petition Date, the principal amount of the term loans outstanding under the Second Lien Facility

was \$30,000,000 (together with interest, fees and expenses, collectively, the “**Second Lien Debt**”).

The indebtedness owing as of the Petition Date under the First Lien Credit Agreement and the Second Lien Credit Agreement is referred to collectively as the “**Prepetition Indebtedness.**”

14. Interest Rates. The non-default interest rates for the Prepetition Indebtedness as of the Petition Date is as follows: First Lien Credit Agreement (Base Rate *plus* 1% for revolving loans, Base Rate *plus* 1% for letter of credit loans, and Base Rate *plus* 3% for term loans); Second Lien Credit Agreement (Base Rate *plus* 6.5% for term loans). The default rate was 2% higher for each type of loan.

15. Existing Defaults. The Prepetition Indebtedness matured by its terms on May 29, 2012. Other events of default also exist under both the First Lien Credit Agreement and the Second Lien Credit Agreement, and they have not been waived.

16. Litigation. On January 18, 2012, BDCM Opportunity Fund II, LP, Black Diamond CLO 2005-1 Ltd. and Spectrum Investment Partners, L.P. filed suit against Yucaipa in the Supreme Court of the State of New York, Index No. 650150/2012 (the “**Black Diamond/Yucaipa Action**”). They seek a judicial declaration that the Fourth Amendment to the First Lien Credit Agreement is null and void and that, consequently, Yucaipa is not the Requisite Lender under the First Lien Credit Facility. The Debtors are not parties to this lawsuit and it is not stayed by these bankruptcy proceedings.

17. Involuntary Bankruptcy Petitions. The plaintiffs (“**Petitioning Creditors**”) in the Black Diamond/Yucaipa Action filed involuntary petitions against Allied Holdings Systems and Allied Systems on May 17, 2012 in this Court. The involuntary petitions seek orders of relief under Chapter 11. Allied Holdings and Allied Systems are consenting to the involuntary

petitions and have filed voluntary petitions for all of Allied Holdings' remaining U.S. and Canadian subsidiaries. The Debtors now seek authorization to borrow up to \$20,000,000 under the DIP Facility and to use cash collateral pursuant to this Motion.

DEBTORS' POSTPETITION FINANCING ARRANGEMENTS

18. The Debtors do not have sufficient available sources of working capital, including cash collateral, to operate in the ordinary course of business. The Debtors require postpetition financing in order to finance these Chapter 11 Cases and have adequate working capital to operate their businesses in the ordinary course and maximize the value of their estate. The prepetition defaults under the Debtor's credit agreements, and uncertainty concerning the Debtors' financial condition, prevent the Debtors from obtaining credit on terms better than, or even similar to, those offered in the DIP Facility Agreement. Thus, lacking meaningful and viable alternatives, the Debtors began negotiating with Yucaipa to line up postpetition financing. Without a doubt, the Debtors' ability to finance their operations and administer these Chapter 11 Cases is dependent upon their ability to obtain the funds made available under the DIP Facility and to use the cash collateral of the DIP Lenders and the Prepetition Lenders.

19. Disruption of the Debtors' operations would greatly harm all constituencies. Cash collateral is not sufficient revenue to pay needed expenses in these proceedings. Allied needs to make sure that employees get paid, that vendors get paid, and that the overhead of its business is paid so that the company can operate smoothly and continue to reliably haul cars for its customers.

20. The Debtors believe that the debtor in possession financing offered by the DIP Facility presents the best option available to them and would enable the Debtors to preserve their value as a going concern pending resolution of these Chapter 11 Cases. The Debtors have

engaged in good-faith, arm's-length negotiations with the DIP Agent. These negotiations culminated in an agreement by the DIP Lenders to provide postpetition financing on the terms and subject to the conditions set forth in the Term Sheet, the interim financing order attached hereto as **Exhibit A** (the "**Interim Order**"), and a final financing order that will be modeled on the Interim Order (the "**Final Order**"). The significant elements of the proposed DIP Facility and the Interim and Final Orders are set forth above.

21. Because of Debtor's financial condition, they are unable to obtain postpetition financing in the form of unsecured credit allowable under § 503(b)(1) of the Bankruptcy Code, as an administrative expense under § 364(a) or (b) of the Bankruptcy Code, or in exchange for the grant of administrative expense priority under § 364(c)(1) of the Bankruptcy Code. Accordingly, the Debtors seek financing that offers the DIP Lenders and the DIP Agent the priming DIP Liens and the DIP Superpriority Claim.

BASIS FOR RELIEF

A. Overview

22. Section 364(c) of the Bankruptcy Code provides, among other things, that if a debtor is unable to obtain unsecured credit allowable as an administrative expense under § 503(b)(1) of the Bankruptcy Code, the court may authorize the debtor to obtain credit or incur debt (i) with priority over any and all administrative expenses as specified in §§ 503(b) or 507(b) of the Bankruptcy Code, (ii) secured by a lien on property of the estate that is not otherwise subject to a lien, or (iii) secured by a junior lien on property of the estate that is subject to a lien. See 11 U.S.C. § 364(c).

23. Section 364 of the Bankruptcy Code also allows for postpetition financing secured by a priming lien. Section 364(d)(1) provides that the court, after notice and a hearing, may authorize the obtaining of credit or the incurring of debt if:

- (A) the trustee is unable to obtain such credit otherwise; and
- (B) there is adequate protection of the interest of the holder of the lien on the property of the estate on which such senior or equal lien is proposed to be granted.

See 11 U.S.C. § 364(d)(1).

24. This Court has authority to approve the Motion for the following reasons: (i) Yucaipa asserts that it is the Requisite Lender with voting control over actions regarding the subordination of the lien securing the First Lien Credit Facility and the Second Lien Credit Facility, (ii) a judicial determination has not been presented to this Court that Yucaipa is not the Requisite Lender, and (iii) the Debtors have sought alternative financing and found none. Debtor's represent that the Requisite Lenders (here, composed of only Yucaipa as holder of more than 50% of the First Lien Debt and Second Lien Debt) may consent on behalf of the syndicate to the terms of the DIP Loan in accordance with § 10.5(b) of the Prepetition Credit Agreements. Further, no consent of the Second Lien Agent is required because, in the Intercreditor Agreement, the Second Lien Agent agreed to subordinate its lien if the First Lien Agent subordinated its lien to a debtor-in-possession loan up to a cap, which is not exceeded by this \$20 million loan. Intercreditor Agreement, § 6.1.

B. The Debtors Have No Financing Alternative to the DIP Facility

25. Debtor's proposed financial advisor, Rothschild, Inc., has sought alternative DIP financing for Allied, and was not successful in receiving any bids. All of the institutions approached stated that they would require a priming DIP lien, and none would move forward with a term sheet unless the Prepetition Lenders agreed to subordinate their liens to the DIP loan.

Yucaipa will not agree to allow a third party lender to prime these liens. Thus, no financing terms were offered.

26. The Debtors are unable to obtain unsecured credit or debt allowable as an administrative expense under § 503(b)(1) of the Bankruptcy Code in an amount sufficient and readily available to maintain ongoing operations, nor have the Debtors been able to obtain postpetition financing from an alternative prospective lender on more favorable terms and conditions than those for which approval is sought herein.

27. The DIP Facility will greatly enhance this Chapter 11 proceeding and, the Debtors' submit, the recovery on their assets. Specifically, it will enable the Debtors to finance their business operations, including the ability to operate their businesses in an orderly and reasonable manner to preserve and enhance the value of their assets and enterprise for the benefit of all parties in interest pending a resolution of these Chapter 11 Cases. The DIP Facility will provide the Debtors with the necessary liquidity to continue their ordinary course business operations, as well as complete a restructuring in a manner that will maximize the return available to the Debtors' creditors. Finally, the implementation of the DIP Facility will be viewed favorably by the Debtors' employees, vendors and customers and thereby permit the Debtors to continue normal operation of their businesses during this proceeding.

28. A working capital facility of the type needed in these Chapter 11 Cases could not be obtained on an unsecured basis. Moreover, potential sources of the proposed DIP Facility for the Debtors were extremely limited. It is well established that the appropriateness of a proposed postpetition financing facility must be considered in light of current market conditions. See, e.g., *In re Lyondell Chem. Co.*, No. 09-10023, Transcript of Record at 734-35:24-1 (Bankr. S.D.N.Y. Mar. 5, 2009) (recognizing "the terms that are now available for DIP facilities in the current

economic environment aren't as desirable" as they have been in the past); *In re Snowshoe Co., Inc.*, 789 F.2d 1085, 1088 (4th Cir. 1986) (noting that a debtor is not required to seek credit from every possible lender before determining such credit is available). Indeed, where there are few lenders likely to be able and willing to extend the necessary credit to the debtor, "it would be unrealistic and unnecessary to require [the debtor] to conduct . . . an exhaustive search for financing." *See, e.g., In re Sky Valley, Inc.*, 100 B.R. 107, 113 (Bankr. N.D. Ga. 1988), *aff'd*, 99 B.R. 117 (N.D. Ga. 1989).

29. Because of the decline in the Debtors' businesses, and the prepetition defaults under the Prepetition Credit Facilities, there is not a market for financing on terms that are better than, or even similar to, the DIP Facility Agreement.

30. The DIP Facility was negotiated by the parties in good faith, is the only feasible financing option for the Debtors, and is in the best interests of the Debtors' estates.

C. Application of the Business Judgment Standard

31. "[T]he court's discretion under § 364 is to be utilized on grounds that permit reasonable business judgment to be exercised so long as the financing agreement does not contain terms that leverage the bankruptcy process and powers or its purpose is not so much to benefit the estate as it is to benefit a party-in-interest. *In re Ames Dep't Stores, Inc.*, 115 B.R. 34, 40 (Bankr. S.D.N.Y. 1990). As described above, after appropriate investigation and analysis and given the exigencies of the circumstances, the Debtors' management has concluded that the DIP Facility is the only alternative available in the circumstances of these Chapter 11 Cases. Bankruptcy courts routinely defer to the debtor's business judgment on most business decisions, including the decision to borrow money. *See, e.g., Group of Institutional Investors v. Chicago, Mil., St. P., & Pac. R.R. Co.*, 318 U.S. 523, 550 (1943); *In re Simasko Prod. Co.*, 47 B.R. 444,

449 (D. Colo. 1985) (“Business judgments should be left to the board room and not to this Court.”); *In re Lifeguard Indus., Inc.*, 37 B.R. 3, 17 (Bankr. S.D. Ohio 1983) (same). “More exacting scrutiny would slow the administration of the debtor’s estate and increase its cost, interfere with the Bankruptcy Code’s provision for private control of administration of the estate, and threaten the court’s ability to control a case impartially.” *Richmond Leasing Co. v. Capital Bank, NA.*, 762 F.2d 1303, 1311 (5th Cir. 1985).

32. In general, a bankruptcy court should defer to a debtor’s business judgment regarding the need for and the proposed use of funds, unless such decision is arbitrary and capricious. *In re Curlew Valley Assocs.*, 14 B.R. 506, 511-13 (Bankr. D. Utah 1981). Courts generally will not second-guess a debtor’s business decisions when those decisions involve “a business judgment made in good faith, upon a reasonable basis, and within the scope of [its] authority under the Code.” *Id.* at 513-14 (footnotes omitted).

33. The Debtors could not obtain financing from any other lender on terms more favorable than the DIP Facility Agreement offered by the DIP Lenders. The Debtors’ management exercised their best business judgment in negotiating the DIP Facility and the Interim Order that is initially before the Court. It represents a vital first step in the path to reorganization for the Debtors. The Debtors have determined that the DIP Loan benefits all stakeholders, and not just Yucaipa. The First Lien Lenders have been or are being offered the opportunity to participate as a DIP Lender.

34. The Debtors have exercised sound business judgment in determining the need for a postpetition credit facility, and have satisfied the legal prerequisites under § 364(c)(1), (2), and (3) to borrow under the DIP Facility (i) with priority over all administrative expenses, (ii) secured by a lien on property that is not otherwise subject to a lien, and (iii) secured by a junior

lien on property that is not is subject to a lien. The Debtors have the consent of the controlling lender class under both Prepetition Facilities (the “Requisite Lenders”) to allow them to borrow with a lien senior to existing liens under the Prepetition Credit Facilities. Accordingly, the Debtors should be granted authority to enter into the DIP Facility and borrow funds from the DIP Lenders on the secured superpriority basis described above, pursuant to § 364(c) and (d) of the Bankruptcy Code, and take the other actions contemplated by the DIP Facility Agreement and as requested herein.

D. Uses of Loan Proceeds under the DIP Facility Agreement

35. The DIP Budget details the anticipated revenues and expenses of the Debtors for a one-year period commencing on the Petition Date. The DIP Budget has been prepared by the Debtors and represents the Debtors’ current best projection of the costs which are reasonable and necessary for the Debtors’ continued operations. The Budget has been reviewed and approved by the DIP Agent, as required under the DIP Facility.

36. The DIP Budget shows the sources and uses of the Debtor’s cash collateral and the DIP Loan. As with most other large businesses, the Debtors have significant cash needs. The Initial Approved Cash Projections sets forth the Debtors’ anticipated cash inflows and outflow in the next 13 weeks. Further, collections and payments are not constant, but fluctuate depending upon whether there are new model year vehicles to deliver. Accordingly, access to substantial credit is necessary to meet the day-to-day costs associated with financing the operation of the Debtors’ businesses. Unless financing is approved, the Debtors will be unable to pay their employees, suppliers and vendors and obtain adequate trade terms, and fund these restructuring proceedings.

37. After the initial draw under the DIP Facility, the Debtors must comply with the Budget Covenant, which is tested weekly commencing at the end of the second week, to remain in compliance and prevent an Event of Default. § 6.21

38. The Debtors have experienced liquidity problems for some time preceding the Petition Date. The DIP Facility is of critical importance to operating the Debtors' businesses and preserving the value of the Debtors' assets and these estates, thereby providing a greater recovery to the Debtors' creditors than would be realized if the Debtors were forced now to convert to Chapter 7. Accordingly, the Debtors submit that the availability of credit under the DIP Facility is necessary to preserve and enhance the value of their estates for the benefit of all stakeholders in these Chapter 11 Cases.

E. Express Consent by Yucaipa as Requisite Lender is binding on all Prepetition Lenders.

39. Yucaipa, in its capacity as Required Lender under the First Lien Credit Agreement and the Second Lien Credit Agreement, has agreed to the DIP Facility and the superpriority liens. Yucaipa is the Requisite Lender whose consent is required to make the decision whether to allow a priming lien on the collateral. The credit agreement and security agreement for the First Lien Facility and Second Lien Facility essentially mirror each other, on issues relevant here. The lien securing the First Lien Facility and is held in the name of the First Lien Agent and the lien securing the Second Lien Facility is held in the name of the Second Lien Agent. Those liens are held for the benefit of the lenders under those facilities, and the terms of the credit agreements set forth the voting rights that vest decision making power in a particular group of lenders, the "Requisite Lenders," which hold more than 50% of the total exposure under the respective facility.

40. The Prepetition Lenders have consented, or are deemed to have consented, to the DIP Facility and its priming liens. Yucaipa and its affiliates are presently Requisite Lenders⁶ under both Prepetition Credit Facilities. As noted above, Yucaipa holds 53.23% of the outstanding indebtedness under the First Lien Facility and 66.67% of the outstanding indebtedness under the Second Lien Facility. Under both Prepetition Credit Facilities, Requisite Lenders have the authority to approve an “amendment, modification, termination or waiver of any provision of the Credit Documents, or consent to any departure by any Credit Party therefrom” unless the amendment or modification falls within one of the narrowly defined categories requiring the consent of each affected Lender. First Lien Credit Agreement at § 10.5(a)-(b).⁷ One of these narrowly defined categories is any agreement to release all or substantially all of the Prepetition Collateral. *Id.* at § 10.5(b)(x). However, subordinating liens is not included in any of the exceptions to the general rule permitting the Requisite Lenders to consent to amendments, modifications or waivers. Thus, Yucaipa, as the Requisite Lenders under the Prepetition Credit Facilities, has the right (and has exercised such right) to consent to the DIP Facility and the priming liens.⁸

41. It is well-established that where a syndicated credit facility grants authority to Requisite Lenders to take certain actions, that the collective-design doctrine precludes contrary actions by minority lenders. *See generally Beal Sav. Bank v. Sommer*, 8 N.Y.3d 318 (Ct. App.

⁶ The First Lien Credit Agreement defines “Requisite Lenders” as “one or more Lenders having or holding Term Loan Exposure, LC Exposure and/or Revolving Exposure and representing more than 50% of the sum of (i) the aggregate Term Loan Exposure of all Lenders, (ii) the aggregate LC Exposure of all Lenders and (iii) the aggregate Revolving Exposure of all Lenders.” *See* First Lien Credit Agreement, at § 1.1. The Second Lien Agreement includes substantially the same definition. *See* First Lien Credit Agreement, at § 1.1.

⁷ The Second Lien Credit Agreement contains the same language.

⁸ In addition, under the Intercreditor Agreement, the Second Lien Agent is deemed to have consented to a subordination of its lien to the priming liens of the DIP Facility because the Requisite Lender under First Lien Facility, acting as the First Lien Agent, has “permitted” the DIP Financing and the priming liens. *See* Intercreditor Agreement at §6.1.

N.Y. 2007). In *Beal*, Aladdin Gaming, LLC, was a borrower under a syndicated credit facility under which its parent company agreed in a “Keep-Well Agreement” to make certain equity contributions to the borrower if certain financial covenants were not met, and also guaranteed payment upon acceleration of the debt. After the borrower sought bankruptcy protection, 95.5% of lenders directed the agent to forbear from exercising remedies against the parent guarantor under the Keep-Well; however, a minority lender that disagreed with the majority’s determination proceeded with a state law action against the parent guarantor. *Beal Sav. Bank*, 8 N.Y.3d at 323. The parent guarantor subsequently moved to dismiss, contending that the minority lender lacked standing because no individual member of the syndicate was empowered to enforce the loan agreements (including the Keep-Well) in the event of default. *Id.* at 324.

42. The Court of Appeals ultimately upheld dismissal, finding “unequivocal collective design” in the loan documents. *Id.* at 326. Specifically, the Court reasoned that under the credit facility, the vote of required lenders was all that was necessary to approve the agent’s forbearance and prevent the initiation of lawsuits by minority lenders, despite the lack of an explicit provision in the credit facility that precluded the right of the lender to proceed individually. *Id.* at 332. The required lender vote was “meant to protect all Lenders in the consortium from a disaffected Lender seeking financial benefit perhaps at the expense of other debtholders.” *Id.* Accordingly, based on both the specific language in the contracts and considering the loan documents as a whole, it was clear that the lenders intended for collective action in the circumstances at bar.

43. Following *Beal Bank*, numerous other courts have overruled the objections and/or dismissed the actions of minority lenders based on the collective-design doctrine. *See, e.g., In re Chrysler LLC*, 405 B.R. 84, 103 (Bankr. S.D.N.Y. 2009) (overruling minority lender’s objection

to a §363 sale and opining that “[r]estricting enforcement to a single agent to engage in unified action for the interests of a group of lenders, based upon a majority vote, avoids chaos and prevents a single lender from being preferred over others.”); *In re GWLS Holdings Inc.*, 2009 Bankr. LEXIS 378, *15-16 (Bankr. D. Del. Feb. 23, 2009) (concluding that unanimous consent of first lien lenders was not required to credit bid for the debtor’s assets); *In re Metaldyne Corp.*, 409 B.R. 671, 677-79 (Bankr. S.D.N.Y. 2009) (rejecting argument that sale by credit bid was an amendment, waiver or modification of a loan document requiring unanimous consent).

44. As the Court reasoned in *Chrysler*, “the [minority lenders] contracted away their right to act inconsistently with the determination of the Required Lenders. In that regard, if they did not want to waive such rights, they should not have invested in an investment with such restrictions. The fact that they do not like the outcome is not a basis to ignore the governance provisions of the relevant agreements.” *Chrysler*, 405 B.R. at 104.

45. For the above reasons, the Debtors submit that Requisite Lenders’ decision to consent to the DIP Facility and the priming liens is binding on the other Prepetition Lenders.

F. Drag-Along Rights Given in the Intercreditor Agreement Bind the Second Lien Lenders.

46. The Second Lien Lenders may not object to a subordination of the lien held by the Second Lien Agent for their benefit, because the Intercreditor Agreement gives the First Lien Agent drag-along rights. In relevant part, that agreement allows the First Lien Agent to permit a “DIP Financing” (as defined in the Intercreditor Agreement, which this DIP financing clearly is) or use of cash collateral consistent with § 6.1 thereof and provides that the Second Lien Agent “will raise no objection” to that DIP Financing or use of cash collateral except for limited exceptions not applicable here. Because permission for this DIP financing has been given under the First Lien Credit Agreement, the Second Lien Agent may not object. Moreover, under the

Intercreditor Agreement, the Second Lien Collateral Agent is required to subordinate its liens to the liens securing a DIP Financing where, as here, the First Lien Agent's liens are being subordinated. Moreover, the Second Lien Agent is to be granted the same adequate protection payment as the First Lien Agent under the Interim Order, albeit with a lower priority as required by the Intercreditor Agreement. Intercreditor Agreement, § 6.1.

47. In sum, the Requisite Lenders under both Prepetition Credit Agreements have, through the exercise of rights given to them under those agreements, agreed to the DIP Facility's priming liens and the subordination of the liens securing the Prepetition Credit Facilities. Because the subordination of such liens does not require the release of all or substantially all of the Prepetition Collateral, no greater approval is required under the Prepetition Credit Agreements.

G. Adequate Protection to Prepetition Lenders

48. In accordance with § 364(d)(1), the proposed Interim Order (like the anticipated Final Order) provides that adequate protection will be provided to the Prepetition Lenders on account of their Primed Liens to the extent of any diminution in value of their Prepetition Collateral as follows:

Replacement liens on all assets of the Debtors' estates, immediately junior to the DIP Liens, the DIP Superpriority Claim, and the Carve-Out (and excluding Avoidance Actions), to the extent of post-petition diminution in the value of the Prepetition Collateral.

Priority claim under § 507(b)(2) in the amount of any postpetition diminution in the value of the Prepetition Collateral.

H. The Terms of the DIP Facility Are Reasonable

49. The proposed terms of the DIP Facility are reasonable. The purpose of the DIP Facility is to enable the Debtors to meet their ongoing operational expenses and other

administrative expenses, thereby enabling the Debtors to produce the maximum return available to the Debtors' creditors.

50. The proposed DIP Facility provides that the security interests granted to the DIP Lenders are subject to the Carve-Out. Bankruptcy courts generally find that such "carve-outs" are not only reasonable, but are necessary to insure that debtors and their estates, and official committees, will have the assistance of counsel. *See, e.g., In Ames Dep't Stores, Inc.*, 115 B.R. 34, 38 (Bankr. S.D.N.Y. 1990).

51. Existing lien creditors that are not Prepetition Lenders are not affected by the DIP Financing to the extent they have priority at law over the liens in favor of the First Lien Lenders as of the Petition Date or their liens are permitted under the Prepetition Credit Facilities, such as purchase money liens in specific equipment.

52. With regard to the fees and charges required by the DIP Lenders under the DIP Facility, courts routinely authorize similar lender incentives beyond the explicit liens and other rights specified in § 364 of the Bankruptcy Code. *See, e.g., In re Jennifer Convertibles, Inc.*, 2010 Bankr. LEXIS 5946 (S.D.N.Y. Bankr. 2010) (approving an arranging fee under § 364 for a debtor-in-possession loan); *In re Electrical Components Int'l, Inc.*, 2010 Bankr. LEXIS 5797 (Del. Bankr. 2010) (approving arranging fees, commitment fees, and underwriting fees in § 364 financing); *In re Visteon Corporation*, 2009 Bankr. LEXIS 5133 (Del. Bankr. 2009) (approving commitment fees, unused fees, and agent's fees in § 364 financing); *In re Defender Drug Stores, Inc.*, 145 B.R. 312, 316-18 (9th Cir. BAP 1992) (authorizing credit arrangement under § 364, including a lender "enhancement fee").

I. Good Faith

53. Affiliates of the DIP Agent and Lender are affiliates of the main shareholder of Allied Holdings: Yucaipa American Alliance Funds II, L.P. and Yucaipa American Alliance (Parallel) Fund II, L.P. A special, disinterested, committee of the board of directors of Allied Holdings was formed to evaluate whether the DIP Loan is in the best interests of the company. That committee of directors adopted resolutions approving the DIP Loan after hearing the opinions of Jeff Snyder, a Senior Managing Director and Co-Head of the Restructuring and Reorganization Group at the financial advisory and investment banking firm Rothschild Inc. (“Rothschild”).

54. The Interim Order and the Final Order should provide that the DIP Facility Agreement and the DIP Facility were entered into in good faith within the meaning of § 364(e) of the Bankruptcy Code. Section 364(e) was designed to “encourage the extension of credit to debtors” by allowing lenders to “rely on a bankruptcy court’s authorization of the transaction.” *See In re EDC Holding Co.*, 676 F.2d 945, 947 (7th Cir. 1982) (the purpose of § 364(e) is “to overcome people’s natural reluctance to deal with a bankrupt firm whether as purchaser or lender by assuring them that so long as they are relying in good faith on a bankruptcy judge’s approval of the transaction that they need not worry about their priority merely because some creditor is objecting to the transaction and is trying to get the district court or the court of appeals to reverse the bankruptcy judge.”); *see also In re North Atlantic Millwork Corp.*, 155 B.R. 271, 279 (Bankr. Mass. 1993) (“The purpose of § 364(e) is to allow good faith lenders to rely upon conditions as the time they extend credit and to encourage lenders to lend to bankrupt entities.”)

55. The DIP Facility Agreement was the result of good faith and arm’s length negotiations, with the parties represented by separate counsel. As set forth above, the Debtors

believe that the terms of the DIP Facility Agreement are fair and reasonable under the circumstances, and that the DIP Lenders are entitled to the benefits of § 364(e) of the Bankruptcy Code.

J. Request for Modification of Automatic Stay

56. As set forth more fully in the proposed form of Interim Order,⁹ the proposed DIP Facility Agreement contemplates a modification of the automatic stay established pursuant to § 362 of the Bankruptcy Code to permit the DIP Lenders to take certain actions required or permitted by the Final Order. Specifically, the Final Order provides the DIP Lenders with relief from the automatic stay upon the occurrence of specified events of default, and after the Debtors' failure to cure or contest same successfully, to allow the DIP Agent and the DIP Lenders, *inter alia*, to enforce the remedies available to them under the DIP Documents, without having to obtain any further order of this Court. The proposed form of Interim Order (and subsequent Final Order) further provides that, prior to the exercise of any enforcement or liquidation remedies available to the DIP Agent and DIP Lenders under the DIP Documents, the DIP Agent shall be required to give five (5) business days' written notice to the Debtors.

57. Stay modification provisions of the sort requested herein are ordinary and usual features of postpetition debtor-in-possession financing facilities and, in the Debtors' business judgment, are reasonable under the present circumstances. Accordingly, the Debtors respectfully request the Court to modify the automatic stay to the extent contemplated by the DIP Facility Agreement and the proposed form of Interim Order (and subsequently Final Order).

⁹ The Final Order will have substantially the same provisions.

K. Permission to Use of Cash Collateral

58. The Debtors also seek to use cash collateral commencing immediately following the entry of the Final Order. The cash collateral will be used by the Debtors to the extent necessary to meet their working capital needs. The consent of the Requisite Lender discussed above applies equally to the use of cash collateral, and Debtors have obtained requisite consent.

59. Section 363(c)(2) of the Bankruptcy Code provides that a debtor may not use, sell, or lease cash collateral unless: “(a) each entity that has an interest in such cash collateral consents; or (b) the court, after notice and a hearing, authorizes such use, sale, or lease in accordance with the provisions of this Section.” *See* 11 U.S.C. § 363(c)(2).

60. Additionally, § 363(e) of the Bankruptcy Code provides that “on request of an entity that has an interest in property. . . proposed to be used, sold, or leased, by the trustee, the court, with or without a hearing, shall prohibit or condition such use, sale or lease as is necessary to provide adequate protection of such interest.” *See* 11 U.S.C. § 363(e).

61. In addition to the approval of the DIP Facility, the Debtors are also requesting authority to use the full amount of the cash collateral for operating capital, including for the purposes set forth in the Budget.

62. Debtors have consented to the use of cash collateral from the Requisite Lenders. Further, The Bank of New York Mellon, as Second Lien Agent, cannot object to the use of cash collateral under drag-along provisions of the Intercreditor Agreement. § 6.1.

63. The Debtors’ need to have access to its cash is explained above in this Motion with regard to the DIP Facility. Those needs apply equally to the use of cash collateral. The Debtors will show at the hearing on this Motion that the use of cash collateral is appropriate and in the best interests of their estates, and that the interests of the all Prepetition Lenders and DIP

Lenders and their respective agents is adequately protected by the Replacement Liens described in the paragraph (o) of the Summary of Relief Requested section of this Motion.

L. Interim Approval of DIP Facility on Shortened Notice

64. Bankruptcy Rules 4001(b) and 4001(c) provide that a final hearing on a motion to obtain credit pursuant to § 364 of the Bankruptcy Code or to use cash collateral pursuant to § 363 may not be commenced earlier than fifteen (15) days after the service of such motion. Those rules also provide that, upon request, the Court may conduct a preliminary expedited hearing on a motion to authorize the use of cash collateral and the obtaining of postpetition credit to the extent necessary to avoid immediate and irreparable harm to a debtor's estate and pending a final hearing.

65. Pursuant to Bankruptcy Rules 4001(b) and 4001(c), the Debtors request that the Court conduct an interim hearing on the date hereof or as soon as practicable to consider entry of the Interim Order authorizing the Debtors to use cash collateral and borrow an amount sufficient to, *inter alia*, fund operating expenses pending a final hearing on the Motion. The Debtors also respectfully request that the Court schedule the final hearing no later than twenty-five (25) days following the Petition Date because the DIP Lenders' agreement to finance will terminate unless a Final Order permanently approving the debtor in possession financing is entered within 30 days but, if extended by the Court, not more than 45 days after the Petition Date. Such relief is necessary in order to maintain ongoing operations and to avoid immediate and irreparable harm and prejudice to the Debtors' estates.

66. The interim relief requested herein, pending a final hearing on the Motion, is necessary, appropriate and fully warranted, and is essential to avoid immediate and irreparable harm to the Debtors, their estates and creditors. Accordingly, the Debtors respectfully request

that, pending a final hearing on the Motion, the terms and provisions of the DIP Facility Documents be implemented and approved, to the extent of authorizing the Debtors to obtain interim, postpetition financing on the terms and subject to the conditions set forth in the DIP Facility Agreement and the Interim Order. The Debtors respectfully submit that they have shown that the relief requested in this Motion is appropriate, and ask that the Court grant all of the relief requested as being in the best interests of their estates.

67. The cap for advances under the proposed Interim Order is \$10,000,000. Thus, Debtors would not be permitted to draw more than \$10,000,000 pending the final hearing.

M. The Requirements of Bankruptcy Rule 6003 for Interim Relief Have Been Satisfied

68. As described above, the Debtors are seeking authority pursuant to an Order granting this Motion to approve the DIP Facility and permit the use of cash collateral, on an interim basis pending a final hearing. Under Bankruptcy Rule 6003, this Court may authorize the relief requested herein within the 21-day period after the Petition Date because such relief is necessary to avoid immediate and irreparable harm to the Debtors' estates. *See* Fed. R. Bankr. Proc. 6003(b). Immediate and irreparable harm exists where the absence of relief would impair a debtor's ability to reorganize or threaten the debtor's future as a going concern. *See In re Ames Dep't Stores, Inc.*, 115 B.R. 34, 36 n.2 (Bankr. S.D.N.Y. 1990) (discussing the elements of "immediate and irreparable harm" in relation to Bankruptcy Rule 4001).

69. The Debtors require financing to supplement their cash receipts to maintain the operation of their business. A shortage of financing would seriously harm the Debtors and their estates. Without the DIP Facility, approved on an interim basis, the Debtors will face a liquidity shortage. This, along with the possibility that third parties would refuse to provide essential services in the event the Debtors failed to secure a post-petition line of credit, would damage the

Debtors' businesses to the detriment of all parties in interest. As a result, immediate and irreparable harm would result without the relief requested herein being granted. Accordingly, the Debtors respectively submit that they have satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003(b).

N. Waiver of Bankruptcy Rule 6004(a) and 6004(h)

70. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay provided under Bankruptcy Rule 6004(h).

NOTICE

71. Notice of this Motion has been provided via facsimile, overnight delivery service, electronic transmission or same-day messenger service to: (i) the Office of the United States Trustee for the District of Delaware; (ii) counsel for the DIP Agent; (iii) counsel for BDCM Opportunity Fund II, LP, Black Diamond CLO 2005-1 Adviser L.L.C., Spectrum Investment Partners LP and The CIT Group/Business Credit, Inc., each of which is a lender under the First Lien Credit Agreement; (iii) The Bank of New York Mellon, in its capacity as administrative agent and collateral agent under the Second Lien Credit Agreement; (iv) the Debtors' twenty (20) largest unsecured creditors listed in the Debtors' consolidated list of creditors (excluding insiders); (v) Bank of America, Fidelity National Bank, J.P. Morgan Chase Bank and Bank of Nova Scotia, which are the banks with which the Debtors maintain their primary banking relationships; and (vi) all other persons requesting notices. As this Motion is seeking "first day" relief, within two (2) business days of the hearing on this Motion, the Debtors will serve copies of this Motion and the Interim Order as required by Local Rule 9013-1(m). In light of the

expedited nature of the relief requested, the Debtors respectfully submit that no further notice is necessary. These notices were given pursuant to §§ 102(1), 363(c) and 364(c) of the Bankruptcy Code and Bankruptcy Rules 2002, 4001(b) and 4001(c).

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court:

- (a) enter the Interim Order substantially in the form attached hereto as **Exhibit A**, schedule a final hearing, and following such final hearing, enter a Final Order;
and
- (b) grant the Debtors such other and further relief as is just and proper.

Dated: June 11, 2012
Wilmington, Delaware



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Proposed Counsel for the Debtors

EXHIBIT A

Form of Proposed Interim Order

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

In re:

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

Debtor.

Chapter 11

Case No. 12-11564 (CSS)

(Joint Administration Pending)

**INTERIM ORDER PURSUANT TO 11 U.S.C. §§ 105, 361, 362, 363(c), 364(c)(1), 364(c)(2),
364(c)(3), 364(d)(1), 364(e), 503(b) and 507(a), FED. R. BANKR. P. 2002, 4001 AND 9014
AND DEL. BANKR. L.R. 4001-2: (I) AUTHORIZING DEBTORS TO (A) OBTAIN
POSTPETITION SECURED DIP FINANCING AND (B) USE CASH COLLATERAL;
(II) GRANTING SUPERPRIORITY LIENS AND PROVIDING FOR SUPERPRIORITY
ADMINISTRATIVE EXPENSE STATUS; (III) GRANTING ADEQUATE
PROTECTION TO PREPETITION SECURED LENDERS; (IV) MODIFYING
AUTOMATIC STAY; AND (V) SCHEDULING A FINAL HEARING PURSUANT TO
BANKRUPTCY RULES 4001(b) AND (c)**

Allied Systems Holdings, Inc. (“**Holdings**”),² Allied Systems, Ltd. (L.P.) (“**Systems**”) and their U.S. and Canadian subsidiaries (collectively, the “**Debtors**”), having moved on June 11, 2012 (the “**Motion**”) for an interim order (the “**Interim Order**”) and a final order (the “**Final Order**”) authorizing them to, among other things, (i) incur post-petition secured indebtedness, (ii) grant superpriority security interests and superpriority claims, and (iv) grant adequate protection, pursuant to Sections 105(a), 362, 363(c), 364(c), (d), and (e), 503(b) and 507(a) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the “**Bankruptcy Code**”), and Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rule 4001-2 of the Local Rules of Bankruptcy

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 not defined herein shall have the meaning ascribed to them in the Motion and if not defined in the Motion, in the DIP Financing Agreement (as defined below).

Practice and Procedure for the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”); a hearing on the Motion having been held on June [], 2012 (the “**Interim Hearing**”); and based upon all of the pleadings filed with this Court, the evidence presented at the Interim Hearing and the entire record herein; and the Court having heard and resolved or overruled all objections to the interim relief requested in the Motion; and the Court having noted all appearances at the Interim Hearing; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, and creditors; and after due deliberation and consideration, sufficient cause appearing therefore,

IT IS HEREBY FOUND:³

A. Petition Date. On May 17, 2012 (the “**Petition Date**”), involuntary petitions pursuant to chapter 11 of the Bankruptcy Code were filed against Holdings and Systems by certain creditors (the “**Petitioning Creditors**”). Holdings and Systems consented to the entry of an order for relief on June 10, 2012 (the “**Consent Date**”). All of the other Debtors filed voluntary petitions for relief on the same date. The Debtors’ cases under chapter 11 are collectively referred to herein as the “**Chapter 11 Cases.**” The Debtors are operating their businesses and managing their affairs as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. No trustee, examiner or committee has been appointed in any of the Chapter 11 Cases.

B. Jurisdiction; Venue. This Court has core jurisdiction over the Chapter 11 Cases, the parties, and the Debtors’ property pursuant to 28 U.S.C. §§ §157(b)(2)(D) and 1334. Venue for the Chapter 11 Cases is proper before this Court under 28 U.S.C. §§ 1408 and 1409.

C. Notice. Proper notice under the circumstances has been given by the Debtors of the Motion and the Interim Hearing pursuant to Bankruptcy Rule 4001(b) and Local Rule 4001-2.

³ Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact, pursuant to Bankruptcy Rule 7052.

D. Debtors' Stipulations. In entering into the DIP Financing Agreement (as defined below) and as consideration therefor, the Debtors acknowledge, represent, stipulate, and agree that:

(i) Prepetition Loan Documents. Holdings and Systems are borrowers under (a) that certain Amended and Restated First Lien Secured Super-Priority Debtor In Possession and Exit Credit and Guaranty Agreement (the "**Prepetition First Lien Loan Agreement**"), dated as of May 15, 2007 (as amended by that certain Limited Waiver and Amendment No. 1 to Credit Agreement and Pledge and Security Agreement, dated as of May 29, 2007, that certain Amendment No. 2 to Credit Agreement, dated as of June 12, 2007, that certain Amendment No. 3 to Credit Agreement, dated as of April 17, 2008, that certain Amendment No. 4 to Credit Agreement dated as of August 21, 2009 and as otherwise amended through the Consent Date), by and among Holdings and Systems, as borrowers, their subsidiaries identified therein, as guarantors, the lenders party thereto from time to time (collectively, and together with such lenders' successors and assigns, the "**Prepetition First Lien Lenders**"), Goldman Sachs Credit Partners L.P., as lead arranger and syndication agent, and The CIT Group/Business Credit, Inc. ("**CIT**"), as administrative agent and collateral agent (in either or both of such capacities, and together with its successors in either or both of such capacities, the "**Prepetition First Lien Agent**") and (b) that certain Second Lien Secured Super-Priority Debtor In Possession and Exit Credit and Guaranty Agreement (the "**Prepetition Second Lien Loan Agreement**"), dated as of May 15, 2007 (as amended by that certain Limited Waiver and Amendment No. 1 to Credit Agreement and Pledge and Security Agreement, dated as of May 29, 2007, that certain Amendment No. 2 to Credit Agreement, dated as of June 12, 2007, that certain Amendment No. 3 to Credit Agreement, dated as of April 17, 2008 and as otherwise amended through the Consent Date), by and among Holdings and Systems, as borrowers, their subsidiaries identified therein, as guarantors, the lenders party thereto from time to time (collectively, and together with such lenders' successors and assigns, the "**Prepetition Second Lien Lenders,**" and together with the Prepetition First Lien Lenders, the "**Prepetition Lenders**"), Goldman Sachs Credit Partners

L.P., as lead arranger and syndication agent, and The Bank of New York Mellon, as administrative agent and collateral agent (in such capacity and together with its successors in either or both of such capacities, the “**Prepetition Second Lien Agent**,” together with the Prepetition First Lien Agent, the “**Prepetition Agents**,” and the Prepetition Second Lien Agent collectively with the Prepetition Lenders and the Prepetition First Lien Agent, the “**Prepetition Secured Parties**”). CIT resigned as the Prepetition First Lien Agent on or about April 19, 2012. To date, no successor has been appointed and the “**Requisite Lenders**,” as such term is defined in the Prepetition First Lien Loan Agreement (the “**Prepetition First Lien Requisite Lenders**”) have the powers accorded to the Prepetition First Lien Agent pursuant to the terms of the Prepetition First Lien Loan Agreement. Accordingly, as used herein, the term “**Prepetition First Lien Agent**” shall be deemed to mean the Prepetition First Lien Requisite Lenders until a successor First Lien Agent to CIT is appointed, if ever. The term “**Prepetition Loan Documents**” means, collectively, the Prepetition First Lien Loan Agreement, the Prepetition Second Lien Loan Agreement, the Prepetition Intercreditor Agreement (as defined below) and all agreements, documents, notes, mortgages, security agreements, pledges, guarantees, subordination or intercreditor agreements, instruments, amendments, and any other agreements or documents executed and/or delivered pursuant thereto or in connection therewith.

(ii) Prepetition Indebtedness. For purposes of this Interim Order, the term (a) “**Prepetition First Lien Debt**” shall mean all “**Obligations**” as defined in the Prepetition First Lien Loan Agreement and other amounts owed by the Borrowers or the Guarantors as of the Consent Date to the Prepetition First Lien Agent and the Prepetition First Lien Lenders under the Prepetition First Lien Loan Agreement and the other Prepetition Loan Documents related thereto, (b) “**Prepetition Second Lien Debt**” shall mean all “**Obligations**” as defined in the Prepetition Second Lien Loan Agreement and other amounts owed by the Borrowers and the Guarantors as of the Consent Date to the Prepetition Second Lien Agent and Prepetition Second Lien Lenders under the Prepetition Second Lien Loan Agreement and the other Prepetition Loan Documents related thereto, and (c) “**Prepetition Secured Debt**” shall

mean the Prepetition First Lien Debt and the Prepetition Second Lien Debt. As of the Consent Date, (A) the aggregate principal amount of the Prepetition First Lien Debt outstanding was \$244,021,526, plus accrued and unpaid interest, fees, costs, and expenses; (B) the aggregate principal amount of the Prepetition Second Lien Debt outstanding was \$30,000,000, plus accrued and unpaid interest, fees, costs, and expenses; (C) all of the Prepetition Secured Debt is unconditionally due and owing by the Debtors to the respective Prepetition Secured Parties; and (D) all claims in respect of the Prepetition Secured Debt and all Prepetition Lender Liens (as defined below) are not subject to any avoidance, reductions, set off, offset, disallowance, recharacterization, subordination (whether equitable, contractual or otherwise and except as set forth in the Prepetition Intercreditor Agreement (as defined below)), counterclaims, cross-claims, defenses or any other challenges under the Bankruptcy Code or any other applicable law or regulation by any person or entity.

(iii) Prepetition Liens. To secure the Prepetition Secured Debt, the Debtors and certain of their affiliates granted (i) the Prepetition First Lien Agent, for its own benefit and the benefit of the Prepetition First Lien Lenders, valid, binding, continuing, enforceable, and properly perfected first priority liens and security interests (the “**Prepetition First Liens**”) upon and in substantially all of the real, personal and mixed property and assets of the Debtors and such affiliates (the “**Prepetition Collateral**”), and (ii) the Prepetition Second Lien Agent, for its own benefit and the benefit of the Prepetition Second Lien Lenders, valid, binding, continuing, enforceable, and properly perfected second priority liens and security interests (the “**Prepetition Second Liens**,” and together with the Prepetition First Liens, the “**Prepetition Lender Liens**”) upon and in all or substantially all of the Prepetition Collateral. As of the Consent Date, the Prepetition Lender Liens were senior and had priority over all other security interests and liens on the Debtors’ assets other than any non-avoidable, valid, enforceable and perfected liens and security interests in the Debtors’ assets that existed as of the Petition Date (as defined below) in favor of third parties holding liens or security interests that are superior in priority, after giving effect to any existing subordination arrangements, to the

Prepetition First Liens and are not otherwise subject to subordination under contract, the Bankruptcy Code or otherwise applicable law (the “**Existing Priority Liens**”). Pursuant to that certain Intercreditor Agreement, dated as of May 15, 2007 (as amended, restated or otherwise modified from time to time prior to the Petition Date, the “**Prepetition Intercreditor Agreement**”), by and among Holdings, Systems, the other grantors party thereto and the Prepetition Agents, the Prepetition Second Liens are subject and subordinate in priority to the Prepetition First Liens. As of the Consent Date, there were no perfected liens on or security interests in the Prepetition Collateral except for the Prepetition Lender Liens, the Existing Priority Liens and other “**Permitted Liens**” as such term is defined in the Prepetition First Lien Credit Agreement.

(iv) No Claims. Subject to the provisions of paragraph 12, below, as of the Petition Date and the Consent Date, no claims of any Debtor exist against any of Prepetition Secured Parties arising from or relating to any of the Prepetition Loan Documents, any loans or financial accommodations made thereunder or any of the other transactions contemplated thereby.

(v) Purpose and Necessity of Financing. The Debtors require the DIP Loan (as defined below) to fund, among other things, ongoing working capital requirements and administrative costs and for other purposes permitted by this Interim Order. The Debtors’ “cash collateral,” as such term is defined in Bankruptcy Code Section 363(a) (the “**Cash Collateral**”), is insufficient to fund the Debtors’ on-going business needs and administrative costs. The Debtors are unable to obtain adequate unsecured credit allowable as an administrative expense under Bankruptcy Code Section 503, or other financing under Bankruptcy Code Sections 364(c) or (d), on equal or more favorable terms than those set forth in the DIP Financing Agreement (as defined below) based on the totality of the circumstances. Moreover, a loan facility in the amount provided by DIP Financing Agreement is not available to the Debtors without granting superpriority claims and priming liens pursuant to the Bankruptcy Code, as provided in this Interim Order and the DIP Financing Agreement. After considering all alternatives, the Debtors

have concluded, in the exercise of their prudent business judgment, that the DIP Financing Agreement represents the best financing package available to them at this time and is in the best interests of the estates and their creditors.

E. Use of Cash Collateral. The Debtors also require the use of Cash Collateral to operate their businesses. Without the use of Cash Collateral, the Debtors will not be able to meet their cash requirements for working capital needs. The Prepetition Agents and the DIP Agent (as defined below) do not consent (or are not deemed to consent) to the use of Cash Collateral except on the terms and conditions, and for the purposes, specified herein. The adequate protection provided herein and other benefits and privileges contained herein are consistent with and authorized by the Bankruptcy Code and are necessary in order to obtain such consent or non-objection of such parties and to adequately protect the their interests in the Prepetition Collateral.

F. Good Cause. The ability of the Debtors to obtain sufficient working capital and liquidity and use of Cash Collateral under this Interim Order is vital to the Debtors' estates and creditors, and in particular, to the ability of the Debtors to preserve their businesses and restructure their indebtedness under the Bankruptcy Code. The liquidity to be provided under the DIP Financing Agreement and through the use of Cash Collateral will enable the Debtors to continue to operate their businesses in the ordinary course and preserve their value. Good cause has, therefore, been shown for the relief sought in the Motion.

G. Good Faith. The DIP Financing Agreement has been negotiated in good faith and at arm's-length by and among the Debtors, the DIP Agent and the DIP Lenders. Any DIP Loan and/or other financial accommodations made to the Debtors by the DIP Agent and the DIP Lenders (as defined below) pursuant to this Interim Order and/or the DIP Financing Agreement shall be deemed to have been extended by the DIP Agent and the DIP Lenders in good faith, as that term is used in Bankruptcy Code Section 364(e), and the DIP Agent and the DIP Lenders shall be entitled to all protections afforded thereunder. The terms of the DIP Financing Agreement and this Interim Order are fair and reasonable, reflect the Debtors' exercise

of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and fair consideration. In entering into the DIP Financing Agreement and committing to make the DIP Loan, the DIP Agent and the DIP Lenders are relying on the terms of this Interim Order as an integrated whole, including without limitation paragraph 22 hereof.

H. Immediate Entry of Interim Order. The Debtors have requested immediate entry of this Interim Order pursuant to Bankruptcy Rules 4001(b)(2) and (c)(2). The Motion and this Interim Order comply with Local Rule 4001-2. In order to avoid immediate and irreparable harm to the Debtors, their estates and their businesses, the Debtors need up to \$10,000,000 (the “**Maximum Interim Borrowing**”) under the DIP Loan to fund the amounts contemplated by the budget and initial approved cash projections attached hereto as Exhibit A (as such budget may be amended with the consent of the DIP Agent, the “**Approved Budget**”). This Court concludes that immediate entry of this Interim Order is in the best interests of the Debtors’ estates and creditors as its implementation will, among other things, allow for access to the financing necessary for the continued flow of supplies and services to the Debtors necessary to sustain the operation of the Debtors’ existing business and further enhance the Debtors’ prospects for a successful restructuring.

Based upon the foregoing findings, acknowledgements, and conclusions, and upon the record made before this Court at the Interim Hearing, and good and sufficient cause appearing therefor;

IT IS HEREBY ORDERED:

1. Disposition. The Motion is granted on an interim basis, subject to the terms set forth herein. Any objections to the Motion that have not previously been withdrawn or resolved are hereby overruled on their merits. This Interim Order shall be valid and binding on all parties-in-interest, and effective immediately upon entry notwithstanding the possible application of Bankruptcy Rules 6003(b), 6004(a), 6004(h), 7062, and 9014.

2. Authorization. Upon entry of this Interim Order, the Debtors are authorized and

directed to: (i) enter into and perform their obligations under that certain Senior Secured Super-Priority Debtor in Possession Credit and Guaranty Agreement, dated as of June [], 2012 (as amended, restated or otherwise modified from time to time in accordance with the terms hereof and thereof, the “**DIP Financing Agreement**”), by and among Holdings and Systems, as borrowers (in such capacity, the “**Borrowers**”), certain of the Debtors, as guarantors (the “**Guarantors**”), Yucaipa American Alliance Fund II, LLC, as agent (in such capacity, the “**DIP Agent**”) and the persons and entities from time to time party thereto as lenders, including Yucaipa American Alliance Fund II, L.P. and Yucaipa American Alliance (Parallel) Fund II, L.P. (together, “**Yucaipa**”) (the “**DIP Lenders**”); (ii) obtain postpetition delayed draw term loans (the “**DIP Loan**”)⁴ under the DIP Financing Agreement in an aggregate principal amount not to exceed the Maximum Interim Borrower; and (iii) use Cash Collateral and the proceeds of the DIP Loan for the purposes set forth on the Approved Budget and subject to the terms and conditions set forth herein and in the DIP Financing Agreement; provided the Debtors shall first use Cash Collateral before using proceeds of the DIP Loan; and provided further that, notwithstanding anything to the contrary contained in the DIP Financing Agreement or the Approved Budget, under no circumstances shall any claim, demand, obligation or liability for severance or termination compensation or benefits for any employee or officer of any Debtor that arose or accrued before, on or after the Consent Date be paid with proceeds of the DIP Loan or Cash Collateral without the prior consent of the DIP Agent, which consent may be given or withheld in its sole discretion. The DIP Financing Agreement (including the documents, agreement and instruments described in paragraph 5(a) below) shall constitute legal, valid, and binding obligations of the Debtors, enforceable against the Debtors, their successors and assigns (including, without limitation, any successor trustee or other estate representative in any Chapter 11 Case or subsequent chapter 7 or chapter 11 case (each, a “**Successor Case**”)) in accordance

⁴ The term “**DIP Loan**” shall include all principal, interest, fees, expenses and other obligations (including, without limitation, all “**Obligations**” as such term is defined in the DIP Financing Agreement and all DIP Expenses (as defined below)) that are at any time owed by any Borrower or Guarantor to the DIP Agent or the DIP Lenders in connection with the DIP Loan, the DIP Financing Agreement or use of Cash Collateral.

with their terms. The Debtors are hereby authorized to pay (whether through Cash Collateral or the DIP Loan) interest, fees, expenses and any other amounts required or allowed to be paid in accordance with this Interim Order or the DIP Financing Agreement.

3. Termination of Postpetition Credit and Cash Collateral Usage. Notwithstanding anything in this Interim Order to the contrary, the DIP Lenders' obligation to make the DIP Loan and the consent of the DIP Agent and the Prepetition Agents to the use of Cash Collateral shall automatically terminate without any further action by this Court, the DIP Agent, or any of the Prepetition Secured Parties, upon the earliest to occur of (the "**Termination Date**"): (i) the date of final indefeasible payment and satisfaction in full in cash of the DIP Loan and the termination of the loan commitments under the DIP Financing Agreement; (ii) the effective date of any plan of reorganization or liquidation in any of the Chapter 11 Cases; (iii) the consummation of the sale or other disposition of all or substantially all of the assets of the Debtors; and (iv) subject to paragraph 18(a)iii of this Interim Order with respect to the use of Cash Collateral, immediately upon delivery of a Termination Notice (as defined below).

4. Fees and Expenses.

(a) The Debtors shall pay the DIP Agent's and the DIP Lenders' reasonable costs, fees and expenses incurred in connection with the consideration, investigation, negotiation, documentation, consummation, administration, amendment and enforcement of the DIP Loan and any Cash Collateral order and participation in the Chapter 11 Cases (in their capacities as DIP Agent and DIP Lenders), including without limitation, legal, accounting, appraisal, investigation, audit, inspection, insurance, title insurance, and other similar fees and costs, regardless of whether or not the DIP Loan or any other financing is consummated (the "**DIP Expenses**"). Except as set forth in paragraph 4(b) below, the DIP Agent or the professional or firm seeking payment of a DIP Expense (an "**Expense Claimant**") shall submit a written invoice for any DIP Expense (in summary form setting forth hours, billing rates and timekeepers only and otherwise redacted to preserve privileges) to the Debtors, with a copy to the United States Trustee, counsel for the Debtors, counsel for the Committee (as defined below) and counsel for

the Petitioning Creditors. If no written objection stating with specificity the basis for the objection (an “**Objection**”) is received by the DIP Agent or such Expense Claimant within 10 days after delivery of such invoice, the Debtors shall promptly pay such DIP Expense. If an Objection is received by the DIP Agent or such Expense Claimant within such 10-day period, the Debtors shall pay that portion, if any, of the DIP Expense that was not disputed. If the DIP Agent and/or the Expense Claimant are unable consensually to resolve an Objection with the objecting party, then this Court shall determine the disputed portion of such DIP Expense. Except as otherwise set forth in the preceding sentence, no DIP Expense shall be subject to Court approval or required to be maintained in accordance with the U.S. Trustee Guidelines, and no Expense Claimant shall be required to file any interim or final fee application or request for payment with the Court. To the extent the Debtors fail to pay any undisputed or resolved DIP Expense, the DIP Agent or the Expense Claimant shall be permitted to (i) apply any amounts held in escrow or retainer (whether obtained prior to or after the Consent Date) to such unpaid DIP Expense without further Court approval; and/or (ii) file a motion with this Court seeking an order compelling the Debtors to pay such DIP Expense.

(b) While the DIP Expenses include amounts payable under Sections 10.2 and 10.3 of the DIP Financing Agreement, the payment of such amounts shall be governed solely by the DIP Financing Agreement and shall not be subject to any Objection or the procedures related to an Objection described in paragraph 4(a) above.

5. Authority to Execute and Deliver Necessary Documents. The Debtors are authorized and directed to enter into, execute and deliver to the DIP Agent any and all documents, agreements and instruments that are contemplated by, related to or to be delivered pursuant to or in connection with the DIP Financing Agreement or this Interim Order or that are reasonably requested by the DIP Agent to evidence or effectuate any of the transactions or other matters contemplated by or set forth in the DIP Financing Agreement or this Interim Order, each as may be amended hereafter from time to time (the documents, instruments and agreements

referenced in this clause (a), collectively, shall be included in the definition of the “**DIP Financing Agreement**”).

6. Amendments, Consents, Waivers, and Modifications. The Debtors may enter into non-material amendments, waivers or modifications of or consents to the DIP Financing Agreement with the prior written consent of the DIP Agent, which consent shall be granted or withheld in the DIP Agent’s sole discretion; provided, however, that any material amendment, waiver, modification or consent shall require the approval of this Court.

7. DIP Lenders’ Superpriority Claims. The DIP Agent, for the benefit of itself and the DIP Lenders, is hereby granted allowed superpriority administrative expense claims (the “**Superpriority Claims**”) pursuant to Bankruptcy Code Section 364(c)(1) for the DIP Loan.

8. Postpetition Liens. To secure the DIP Loan, the DIP Agent is hereby granted, for the benefit of itself and the DIP Lenders, valid, enforceable, non-avoidable and fully perfected, first priority priming liens on and security interests in (collectively, the “**Postpetition Liens**”) all Prepetition Collateral, all other property, assets and interests in property and assets of the Debtors (or any successor trustee or other estate representative in any Chapter 11 Case or Successor Case) and all other “property of the estate” (within the meaning of the Bankruptcy Code) of the Debtors (or any successor trustee or other estate representative in any Chapter 11 Case or Successor Case), of any kind or nature whatsoever, real, personal or mixed, tangible or intangible now existing or hereafter acquired or created, including, without limitation, all accounts, inventory, goods, contracts, contract rights, investment property, instruments, documents, chattel paper, patents, trademarks, copyrights, and licenses therefor, all other intellectual property, general intangibles, payment intangibles, rights, interests, intercompany notes and obligations, tax or other refunds, insurance proceeds, letters of credit, letter-of-credit rights, supporting obligations, documents, titled vehicles, machinery and equipment, real property (including all facilities), fixtures, leases (and proceeds from the disposition thereof), all of the (x) issued and outstanding capital stock entitled to vote (within the meaning of Treas. Reg. Section 1.956-2(c)(2)), (y) issued and outstanding capital stock not entitled to vote (within the

meaning of Treas. Reg. Section 1.956-2(c)(2)) of each subsidiary of each Debtor and (z) capital stock of all other Persons that are not Subsidiaries directly owned by each Debtor (subject, in the case of (x), (y) and (z), to any express limitations set forth in the DIP Financing Agreement), money, investment property, deposit accounts, all commercial tort claims and other causes of action (other than Avoidance Actions of the Debtors), Cash Collateral, and all cash and non-cash proceeds, rents, products, substitutions, accessions, and profits of any of the collateral described above (collectively, the “**Collateral**”). Notwithstanding the foregoing or any provisions to the contrary contained in this Interim Order or the DIP Financing Agreement, where the DIP Agent has been granted a security interest hereunder in any shares or other equity interests in the capital stock (“**ULC Shares**”) of an issuer that is an unlimited company, unlimited liability company or unlimited liability corporation under the laws of Canada or any of its provinces or political subdivisions (each, a “**ULC**”), the Debtor that owns such ULC Shares will remain the sole registered and beneficial owner of such ULC Shares until such time as such ULC Shares are effectively transferred into the name of the DIP Agent or any of its successors or assigns (in either case, a “**ULC Beneficiary**”) or any other person or entity on the books and records of the applicable ULC. Nothing in this Interim Order or the DIP Financing Agreement is intended to, and nothing in this Interim Order or the DIP Financing Agreement shall, constitute the DIP Agent, any other ULC Beneficiary or any other person or entity other than the applicable debtor, a member or shareholder of a ULC for the purposes of the *Companies Act* (Nova Scotia), the *Business Corporations Act* (Alberta), the *Business Corporations Act* (British Columbia) and any other present or future laws governing ULCs (the “**ULC Laws**”) (whether listed or unlisted, registered or beneficial), until such time as notice is given to such Debtor and further steps are taken pursuant hereto or thereto so as to register the DIP Agent, any other ULC Beneficiary or such other person or entity, as specified in such notice, as the holder of the ULC Shares.

9. Adequate Protection for Prepetition Secured Parties. The Debtors acknowledge and stipulate that the Prepetition Secured Parties are entitled, pursuant to Bankruptcy Code Sections 361, 363(e), and 364(d)(1), to adequate protection of their interests in the Prepetition

Collateral, including the Cash Collateral, in exchange for the Debtors' use of such Prepetition Collateral, to the extent of the aggregate diminution in value, if any, of, respectively, the Prepetition First Lien Lenders' interest in the Prepetition Collateral and the Prepetition Second Lien Lenders' interest in the Prepetition Collateral, including, without limitation, any such diminution resulting from or attributable to, any or all of the Carve-Out, the imposition of the automatic stay, the use of Cash Collateral, any sale, lease or use by the Debtors, physical deterioration, or other decline in value of any other Prepetition Collateral, and the priming of the Prepetition Secured Debt by the Postpetition Liens. As adequate protection, the Prepetition Agents are hereby granted (i) valid, enforceable, binding, non-avoidable and fully perfected postpetition security interests and liens (the "**Adequate Protection Liens**") on all of the Collateral, and (ii) priority superpriority administrative expense claims under Section 364(c)(1) of the Bankruptcy Code (the "**Adequate Protection Priority Claims**").

(a) Without limiting the foregoing, the Prepetition Secured Parties shall have all of the rights accorded to them under Sections 503 and 507(b) of the Bankruptcy Code in respect of the adequate protection provided herein.

(b) Subject to paragraph 10 and 12 below and the Prepetition Intercreditor Agreement, the Prepetition Agents shall retain continuing liens on all of the Prepetition Collateral until, as applicable, (i) indefeasible payment in full in cash of the Prepetition Secured Debt, (ii) such other satisfaction of the Prepetition First Lien Debt that is acceptable to the Prepetition First Lien Agent, the Prepetition First Lien Requisite Lenders or the Prepetition First Lien Lenders, as applicable under the terms of the Prepetition First Lien Loan Agreement, in its or their sole discretion, (iii) such other satisfaction of the Prepetition Second Lien Debt that is acceptable to the Prepetition Second Lien Agent, the "Requisite Lenders" as defined in the Prepetition Second Lien Loan Agreement or the Prepetition Second Lien Lenders, as applicable under the terms of the Prepetition Second Lien Loan Agreement, in its or their sole discretion, (iv) approval and consummation of a sale pursuant to Section 363(f) of the Bankruptcy Code (in which event the liens of the Prepetition Agents shall attach to the net proceeds of such sale after

payment or other satisfaction of the DIP Loan), or (v) confirmation and consummation of a plan of reorganization in these Chapter 11 Cases.

(c) The Prepetition Secured Parties consent, or are deemed to consent, to the adequate protection and the priming provided for herein; provided, however, that the consent of the Prepetition Secured Parties to the priming, the use of Cash Collateral, and the sufficiency of the adequate protection provided for herein is expressly conditioned upon the entry of this Interim Order (in form and substance satisfactory to the Prepetition First Lien Agent) and such consent shall not be deemed to extend to any other replacement financing or debtor in possession financing other than the DIP Loan; and provided, further, that such consent shall be of no force and effect in the event (i) this Interim Order is not entered and the DIP Loan and DIP Financing Agreement as set forth herein are not approved, and (ii) the Final Order is not entered by June [], 2012; and provided, further, that in the event of the occurrence of the Termination Date, nothing herein shall alter the burden of proof set forth in the applicable provisions of the Bankruptcy Code at any hearing concerning the continued use of Prepetition Collateral (including Cash Collateral) by the Debtors.

10. Perfection and Priority of Liens and Claims; Other Rights.

(a) The Postpetition Liens and, except as otherwise set forth in this Interim Order, the Adequate Protection Liens shall not at any time be made subject or subordinate to, or made *pari passu* with, any other lien, security interest or claim existing as of the Consent Date, or created under Bankruptcy Code Sections 363 or 364(d) or otherwise other than the Existing Priority Liens and the Carve-Out. In furtherance of the foregoing, the Postpetition Liens and the Adequate Protection Liens shall at all times be senior to, among other things, (i) the rights of the Debtors in any Chapter 11 Cases and any successor trustee or other estate representative in an Chapter 11 Case or Successor Case, (ii) the liens and security interests of any party holding prepetition liens or security interests junior or subordinate to the Prepetition Lender Liens, (iii) any intercompany claim of or against any Debtor, and (iv) any prepetition lien that is determined to be avoidable pursuant to Sections 544, 545, 547, 548, 551 and/or 553 of the

Bankruptcy Code or otherwise; provided, however, the Adequate Protection Liens shall be junior and subordinate in all respects to the Postpetition Liens, and the Adequate Protection Liens of the Prepetition Second Lien Agent shall be junior and subordinate in all respect to the Adequate Protection Liens of the Prepetition First Lien Agent.

(b) The Superpriority Claims and the Adequate Protection Priority Claims shall have priority over any and all other administrative claims against the Debtors or their estates (whether in the Chapter 11 Cases or in any Successor Case), now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kinds specified in or arising or ordered under Bankruptcy Code Sections 105(a), 326, 328, 330, 331, 503(b), 506(c) (subject to entry of a Final Order), 507, 546(c) (subject to entry of a Final Order), 726, 1113, and 1114 or otherwise, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, which Superpriority Claims and Adequate Protection Priority Claims shall be payable from and have recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof including, without limitation, but subject to the entry of the Final Order, any proceeds or property recovered in connection with the pursuit of claims or causes of action arising under chapter 5 of the Bankruptcy Code, if any (the “**Avoidance Actions**”); provided, that (i) the Superpriority Claims and the Adequate Protection Priority Claims shall be subject and subordinate to the payment of the Carve-Out, (ii) the Adequate Protection Priority Claims shall be subject and subordinate to the Superpriority Claims, and (iii) the Adequate Protection Priority Claims of the Prepetition Second Lien Agent and the Prepetition Second Lien Lenders shall be subject and subordinate to the Adequate Protection Priority Claims of the Prepetition First Lien Agent and the Prepetition First Lien Lenders. In furtherance and not in limitation of the foregoing, the Superpriority Claims and the Adequate Protection Claims shall at all times be senior to, among other things, (x) the rights of the Debtors in the Chapter 11 Cases and any successor trustee or other estate representative in any Chapter 11 case or successor case, and (y) any intercompany claim of or against any Debtor.

(c) No liens, claims, interests or priority status (other than with respect to the Carve-Out and the Existing Priority Liens as described herein), having, as applicable, a lien or administrative priority superior to or *pari passu* with that of the Postpetition Liens, the Superpriority Claims, the Adequate Protection Liens or the Adequate Protection Priority Claims granted by this Interim Order, shall be granted while any portion of the DIP Loan or the Prepetition First Lien Debt remains outstanding, or any loan commitment under the DIP Financing Agreement or Prepetition Loan Documents remains in effect, without the prior written consent of the DIP Agent, the Prepetition First Lien Agent and, subject to the terms of the Prepetition Intercreditor Agreement, the Prepetition Second Lien Agent.

(d) The Postpetition Liens and the Adequate Protection Liens shall be and hereby are effective, binding and perfected immediately upon entry of this Interim Order without further action by any of the Debtors, the other grantors, the DIP Agent, the DIP Lenders or the Prepetition Secured Parties. None of the Debtors, the DIP Agent, the DIP Lenders or the Prepetition Secured Parties shall be required to enter into, obtain, file or record, as applicable, any mortgage, security agreement, pledge agreement, financing agreement, financing statement, deed of trust, leasehold mortgage, notice of lien or similar instrument (including any trademark, copyright, trade name or patent assignment filing with the United States Patent and Trademark Office, Copyright Office or any similar agency with respect to intellectual property, or any filing with any other federal agency/authority), landlord waiver, mortgagee waiver, bailee waiver, warehouseman waiver, licensor consent, or other filing, consent, agreement or instrument (each, a “**Non-Bankruptcy Lien Document**”) in any jurisdiction to the fullest extent allowed by law, such that no additional steps need be taken by the DIP Agent, the DIP Lenders or any of the Prepetition Secured Parties to evidence or perfect the Postpetition Liens or Adequate Protection Liens or establish the priority or realize the benefit thereof (except as otherwise expressly set forth in this Interim Order).

(e) Each of the DIP Agent and the Prepetition Agents may, but shall not be obligated to, enter into, obtain, file or record any Non-Bankruptcy Lien Document that it deems

in its sole discretion to be necessary or desirable, in which case: (i) all such documents shall be deemed to have been recorded and filed immediately upon entry of this Interim Order; provided, however, that any documents evidencing the Postpetition Liens shall be deemed to have been recorded and filed immediately prior to any documents evidencing Adequate Protection Liens, and the Adequate Protection Liens of the Prepetition First Lien Agent shall be deemed to have been recorded and filed immediately prior to the documents evidencing any Adequate Protection Liens of the Prepetition Second Lien Agent; and (ii) no defect in any such act shall affect or impair the validity, perfection, enforceability or priority of the liens granted hereunder.

(f) In lieu of obtaining or filing any Non-Bankruptcy Lien Document, each of the DIP Agent and the Prepetition Agent may, but shall not be obligated to, file a true and complete copy of this Interim Order in any place at which any such Non-Bankruptcy Lien Document would or could be filed, together with a description of Collateral or Prepetition Collateral, as applicable, and any such filing by the DIP Agent or a Prepetition Agent shall have the same effect as if such Non-Bankruptcy Lien Document had been filed or recorded immediately upon entry of this Interim Order.

(g) The Postpetition Liens, Superpriority Claims, and other rights and remedies granted under this Interim Order to the DIP Agent shall continue in the Chapter 11 Cases and in any Successor Case, and such Postpetition Liens, Superpriority Claims, and other rights and remedies shall maintain their respective priorities as provided in this Interim Order until all the DIP Loan has been indefeasibly paid in full and completely satisfied and the DIP Lenders' commitments have been terminated in accordance with the DIP Financing Agreement.

(h) The DIP Agent, for and on behalf of the DIP Lenders, and, subject to paragraph 12 below, the Prepetition First Lien Agent, for and on behalf of the Prepetition First Lien Lenders, shall have the right to "credit bid" the allowed amount of the DIP Loan or Prepetition First Lien Debt, as applicable, during any sale of any of the Debtors' assets pledged as Collateral or Prepetition Collateral, as applicable, including without limitation in connection

with any sale pursuant to Section 363 of the Bankruptcy Code or included as part of a plan of reorganization subject to confirmation under Section 1129(b)(2)(A)(iii) of the Bankruptcy Code.

11. Carve-Out.

(a) The Borrowers shall make deposits into the Professional Fee Reserve (as defined in the DIP Financing Agreement) on or prior to the fifth day and on the twentieth day of every month from which withdrawals shall be taken for the payment of professional fees in accordance with the DIP Financing Agreement. From and after the date of the Termination Notice (as defined below), amounts withdrawn from the Professional Fee Reserve may only be applied to pay fees covered by the Carve-Out (as defined below). Upon the occurrence and during the continuation of an Event of Default,⁵ payments on account of the Postpetition Liens and the Superpriority Claims shall be subject and subordinate only to payment of: (i) amounts payable pursuant to 28 U.S.C. § 1930(a)(6) and to the clerk of the Bankruptcy Court; (ii) allowed and unpaid fees and expenses that are owed to the attorneys, accountants and other professionals retained in the Chapter 11 Cases by the Debtors pursuant to Bankruptcy Code **Sections 327, 328, 330, 331, 363, 503 or 1103** (collectively, the “**Debtor Professionals**”) (x) incurred from the Consent Date to the date of notice (such notice, the “**Termination Notice**”) from the DIP Agent to the Debtors and the Committee that an Event of Default has occurred (such fees and expenses, whether allowed before or after the Termination Notice, the “**Debtors’ Pre-Termination Allowed Fees**”); and (y) incurred after the date of the Termination Notice (such period, the “**Post-Termination Notice Period**”) in an amount of up to (but no more than) \$200,000 in the aggregate (the “**Debtors’ Post-Termination Allowed Fees**,” and such cap the “**Debtor Professional Expense Cap**”); (iii) allowed and unpaid fees and expenses that are owed to the attorneys, accountants and other professionals retained in the Chapter 11 Cases by the

⁵ As used herein, “**Event of Default**” shall mean an Event of Default as such term is defined in the DIP Financing Agreement or any default by any of the Debtors of any of their obligations under this Interim Order except to the extent that the DIP Agent and/or the DIP Lenders are not permitted to exercise rights or remedies hereunder on account of such default except, as applicable, upon the giving of notice by the DIP Agent and/or the expiration of a specified period of time, in which event, an Event of Default shall occur immediately upon the giving of such notice or the expiration of such period.

Committee pursuant to Bankruptcy Code Sections 328, 330, 331, 363, 503 or 1103 (collectively, the “**Committee Professionals**,” and together with the Debtor Professionals, the “**Estate Professionals**”) (x) incurred from the Consent Date to the date of the Termination Notice (such fees and expenses, whether allowed before or after the Termination Notice, the “**Committee’s Pre-Termination Allowed Fees**,” and together with the Debtor’s Pre-Termination Allowed Fees, the “**Pre-Termination Allowed Fees**”) in an amount of up to (but no more than) \$100,000 in the aggregate (the “**Committee Pre-Termination Expense Cap**”) and (y) incurred during the Post-Termination Notice Period (the “**Committee’s Post-Termination Allowed Fees**,” and together with the Debtors’ Post-Termination Allowed Fees, the “**Post-Termination Allowed Fees**”), in an amount of up to (but no more than) \$75,000 in the aggregate the “**Committee Post-Termination Expense Cap**,” and together with the Committee Pre-Termination Expense Cap, the “**Committee Expense Cap**”); and (iv) allowed and unpaid fees of the information officer designated pursuant to the Canadian Supplemental Order (as defined in the DIP Financing Agreement) that are incurred from the Consent Date to the date of delivery of the Termination Notice. The fees and expenses described in clauses (i) through (iv) of the preceding sentence are referred to herein as the “**Carve-Out**.”

(b) Notwithstanding anything to the contrary in paragraph 11(a), the Debtor Professional Expense Cap and the Committee Professional Expense Cap shall be reduced on a dollar-for-dollar basis by the amount of any retainers held by, respectively, the Debtors’ professional and the Committee’s professionals as of the date of the Termination Notice. In addition, for purposes of the Carve-Out, Allowed Professional Fees (i) shall include only those fees and expenses that are owed pursuant to the terms of the applicable Estate Professional’s engagement letter or other agreement of engagement and (ii) shall not include any success fee, transaction fee, or other similar fee whether or not set forth in such Estate Professional’s engagement letter or other agreement. Following the delivery of a Termination Notice, (w) any payment made to any Estate Professional from any source on account of Allowed Professional Fees shall reduce the Carve-Out (and to the extent made on account of a Post-Termination

Allowed Fee, the Debtor Professional Fee Cap or the Committee Professional Fee Cap, as applicable) on a dollar-for-dollar basis, (x) any payment made to any Committee Professional from any source on account of Committee Pre-Termination Allowed Fees shall reduce the Committee Pre-Termination Expense Cap on a dollar-for-dollar basis, (y) any payment made to, respectively, any Debtor Professional or any Committee Professional from any source on account of any Post-Termination Allowed Fees shall reduce, as applicable, the Debtor Post-Termination Expense Cap or the Committee Post-Termination Expense Cap and (z) no Allowed Professional Fee shall be paid from the proceeds of the DIP Loan or Collateral (including Cash Collateral) to any Estate Professional holding a retainer until such time as that retainer has been reduced to zero by application of such retainer to the Allowed Professional Fees of such Estate Professional.

(c) Except for Committee Challenge Fees (as defined below), no portion of the Carve-Out may be used for any Committee Challenge Action (as defined below).

12. Challenge Period.

(a) Proceeds of the DIP Loan, the Collateral and the Prepetition Collateral (including, without limitation, Cash Collateral) shall not be used by any person or entity, including the Debtors (or any successor trustee or other estate representative in any Chapter 11 Case or Successor Case), but excluding the Committee subject to the limitations set forth below, in connection with the investigation, pursuit or assertion of, or joinder in, any claim, cause of action, defense, counterclaim, proceeding, application, motion, objection, defense or other contested matter or discovery against any of the DIP Agent, the DIP Lenders or the Prepetition Secured Parties (or any officers, directors, employees, agents, representatives, legal advisors and attorneys, financial advisors and accountants, consultants, other professionals, members, managers, partners, shareholders, owners, subsidiaries, predecessors in interest or affiliates of each the foregoing (collectively, the “**Related Parties**”)), the purpose of which is to seek, or the result of which would be, to obtain any order, judgment, determination, declaration or similar relief: (x) invalidating, setting aside, avoiding, recharacterizing or subordinating, in whole or in

part, any claim, indebtedness, liens and/or security interests of any of the DIP Agent, the DIP Lenders or the Prepetition Secured Parties; (y) objecting to or commencing any action that prevents or affirmatively delays the exercise by any of the DIP Agent, the DIP Lenders or the Prepetition Secured Parties of any of their respective rights and remedies under any agreement or document or this Interim Order or the Final Order; or (z) seeking any affirmative legal or equitable remedy against any of the DIP Agent, the DIP Lenders or the Prepetition Secured Parties.

(b) Notwithstanding anything herein to the contrary, any official committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to Bankruptcy Code Section 1102 (the “**Committee**”) and other non-Debtor parties-in-interest shall have the right to file a complaint pursuant to Bankruptcy Rule 7001, or assert (through appropriate filings with the Court) a setoff, claim, offset or defense that seeks to invalidate, subordinate, recharacterize or otherwise challenge any of the Prepetition Lender Liens, Prepetition Secured Claims or the actions taken by any Prepetition Secured Party in its capacity as such (a “**Committee Challenge Action**”); provided, however, that any Committee Challenge Action must be brought on or before the later to occur of (i) seventy-five (75) days after the Consent Date and (ii) sixty (60) days after the formation of the Committee (the “**Challenge Period**”). If no Committee Challenge Action is filed before the end of the Challenge Period, the Committee, all holders of claims and interests and all other parties-in-interest shall be forever barred from bringing or taking any Committee Challenge Action on behalf of themselves, the Debtors or these estates, and the Debtors’ stipulations made in paragraph D, above and the release (as set forth below in paragraph 13) shall be binding on all parties in interest. If a Committee Challenge Action is properly brought during the Challenge Period, only those causes of action, claims, offsets, setoff and defenses expressly included in such Committee Challenge Action shall be preserved, and any and all other Committee Challenge Actions and any causes of action, claims, offsets, setoffs and defenses not expressly brought during the Challenge Period in such Committee Challenge Action shall be forever barred. In the event of a timely and successful Committee Challenge

Action, this Court shall fashion the appropriate remedy with respect to the applicable Prepetition Secured Party(ies). For avoidance of doubt, the foregoing shall not preclude (i) the Petitioning Creditors from continuing to prosecute that certain action entitled *BDCM Opportunity Fund II, LP, et al. v. Yucaipa American Alliance Fund I, LP, et al.*, filed January 18, 2012 and pending in the Supreme Court of the State of New York for the County of New York (the “**Petitioning Creditor Action**”) or (ii) Yucaipa from asserting any claims, crossclaims or counterclaims against any of the Petitioning Creditors.

(c) The Committee shall be permitted to spend up to (but no more than) \$25,000 in the aggregate of proceeds of the DIP Loan and Cash Collateral in investigating, taking discovery with respect to, filing and prosecuting any and all Committee Challenge Actions (the “**Committee Challenge Fees**”).

(d) If a trustee is appointed pursuant to Bankruptcy Code Section 702 or 1104 prior to the end of the then-extant Challenge Period, the trustee shall have until the later of the end of the Challenge Period and ten (10) days after his or her appointment to file any Committee Challenge Action. The appointment of a trustee shall not extend the Challenge Period for any other party.

(e) The Challenge Period may be extended by the Court by motion filed prior to its expiration and upon notice and a showing of good cause, or by stipulation by the DIP Agent and the Prepetition First Lien Agent in their respective sole discretion.

13. Releases.

(a) Subject to the rights set forth in paragraph 12 above, the Debtors, on behalf of themselves and their estates (including any successor trustee or other estate representative in any Chapter 11 Case or Successor Case), forever and irrevocably (i) release, discharge, and acquit the DIP Agent, each of the DIP Lenders, in their capacity as DIP Lenders, and each of their respective former, current or future Related Parties, solely in each of their capacity as such, of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness, and obligations, of every type, including, without

limitation, any so-called “lender liability” or equitable subordination claims or defenses, with respect to or relating to the negotiation and execution of the DIP Financing, this Interim Order and the negotiation of the terms hereof or thereof and (ii) waive any and all defenses (including, without limitation, offsets and counterclaims of any nature or kind) as to the validity, perfection, priority, enforceability and nonavoidability of the Postpetition Liens and Superpriority Claims.

(b) Subject to entry of the Final Order and the rights set forth in paragraph 12 above, the Debtors, on behalf of themselves and their estates (including any successor trustee or other estate representative in any Chapter 11 Case or Successor Case), forever and irrevocably (i) release, discharge, and acquit each of Prepetition Secured Parties, in its capacity as such, and each of its respective former, current or future Related Parties, each in its capacity as such, of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness, and obligations, of every type, including, without limitation, any so-called “lender liability” or equitable subordination claims or defenses, with respect to or relating, as applicable, to the Prepetition Secured Debt, the Prepetition Lender Liens, the Prepetition Loan Documents, the Debtors’ attempts to restructure the Prepetition Secured Debt, any and all claims and causes of action arising under title 11 of the United States Code, and any and all claims regarding the validity, priority, perfection or avoidability of the Prepetition Lender Liens or any secured or unsecured claims arising from the Prepetition Secured Debt, and (ii) waive any and all defenses (including, without limitation, offsets and counterclaims of any nature or kind) as to the validity, perfection, priority, enforceability and nonavoidability of any of the Prepetition Secured Debt and the Prepetition Lender Liens.

14. Limitation on Additional Surcharges. No action, inaction or acquiescence by any of the DIP Agent, the DIP Lenders and the Prepetition Secured Parties, including funding the Debtors’ ongoing operations under this Interim Order, shall be deemed to be, or shall be considered as evidence of, any alleged consent by any of the DIP Agent, the DIP Lenders or the Prepetition Secured Parties to a charge against the Collateral or the Prepetition Collateral pursuant to Bankruptcy Code Sections 105(a) (subject to entry of a Final Order), 506(c) (subject

to entry of a Final Order) and 552(b), and no such costs, fees or expenses shall be so charged against the Collateral or Prepetition Collateral without the prior written consent of the DIP Agent (in the case of the Collateral) and the Prepetition First Lien Agent (in the case of the Prepetition Collateral), such consent to be granted or withheld in the respective party's sole and absolute discretion. The DIP Agent, the DIP Lenders and the Prepetition Secured Parties shall not be subject in any way whatsoever to the equitable doctrine of "marshaling" or any similar doctrine with respect to, as applicable, the Collateral or the Prepetition Collateral. In addition, without limiting the foregoing, the Prepetition Secured Parties shall each be entitled to all of the rights and benefits of Section 552(b) of the Bankruptcy Code, and the "equities of the case" exception under Section 552(b) of the Bankruptcy Code. shall not apply to the Prepetition Secured Parties with respect to proceeds, product, offspring or profits of any of the Prepetition Collateral.

15. Application of Collateral Proceeds.

(a) To the extent required by this Interim Order or the DIP Financing Agreement, after the occurrence of an Event of Default and until such time as the DIP Loan has been repaid in full in cash, the Debtors are hereby authorized and directed to remit to the DIP Agent, for the benefit of the DIP Lenders, one-hundred percent (100%) of all collections on, and proceeds of, the Collateral, including as a result of sales in and outside the ordinary course of business, and all other cash or cash equivalents which shall at any time on or after the Consent Date come into the possession or control of the Debtors (whether from sales, licenses, condemnation and casualty events or other transfers of assets), or to which the Debtors shall become entitled at any time, and the automatic stay provisions of Bankruptcy Code Section 362 are hereby modified to permit the DIP Agent and the DIP Lenders (subject to the terms of this Interim Order) to retain and apply all collections, remittances, and proceeds of the Collateral in accordance with this Interim Order and the DIP Financing Agreement to the DIP Loan, first to fees, costs and expenses owed under the DIP Financing Agreement (including the Carve-Out), then to interest, and then to principal.

(b) Pursuant to the DIP Financing Agreement, net cash proceeds from any sale, transfer or other disposition of assets or property (other than inventory in the ordinary course of business) by the Debtors and the other credit parties shall be promptly paid to the DIP Agent and applied to the repayment of the DIP Loan.

16. Access to Collateral; Reports and Other Information.

(a) Notwithstanding anything contained herein to the contrary, and without limiting any other rights or remedies of the DIP Agent contained in this Interim Order or the DIP Financing Agreement, or otherwise available at law or in equity, upon five (5) business days' written notice to the Debtors, the U.S. Trustee, counsel to the Committee, if any, counsel to the Petitioning Creditors, and any landlord, lienholder, licensor or other third party owner of any leased or licensed premises or intellectual property that an Event of Default has occurred and is continuing, the DIP Agent may, unless otherwise provided in any separate agreement by and between the applicable landlord or licensor and the DIP Agent (the terms of which shall be reasonably acceptable to the parties thereto), enter upon any leased or licensed premises of the Debtors for the purpose of exercising any remedy with respect to Collateral located thereon and shall be entitled to all of the Debtors' rights and privileges as lessee or licensee under the applicable license and to use any and all trademarks, trade names, copyrights, licenses, patents or any other similar assets of the Debtors, which are owned by or subject to a lien of any third party and which are used by Debtors in its businesses without interference from lienholders or licensors thereunder, subject to such lienholders or licensors rights under applicable law. Nothing herein shall require the Debtors, the DIP Agent or the DIP Lenders to assume any lease or license under Bankruptcy Code Section 365 as a condition to the rights afforded to the DIP Agent and the DIP Lenders in this paragraph.

(b) The Debtors (and/or their legal or financial advisors) shall cooperate, confer with, and deliver to the DIP Agent and DIP Lenders (and their respective legal and financial advisors), all financial reports, budgets, forecasts, and all other legal or financial documentation, pleadings, and/or filings (together, the "**Documentation**") that are required to be

provided to the DIP Agent, the DIP Lenders, and/or the DIP Agent's legal and financial advisors pursuant to the DIP Financing Agreement or are reasonably requested by any of them.

17. Cash Management Systems. The Debtors are authorized and directed to maintain their cash management system in a manner consistent with the DIP Financing Agreement, this Interim Order, and the order of this Court approving the maintenance of the Debtors' cash management system, provided, however, that such order is on terms and conditions acceptable to the DIP Agent and such order is not inconsistent with the terms specified herein and/or the DIP Financing Agreement.

18. Automatic Stay Modified.

(a) The automatic stay is modified as to the DIP Agent, the DIP Lenders and the Prepetition Secured Parties to allow implementation of the provisions of this Interim Order without further notice or order of the Court. The automatic stay is also modified as to the Debtors, the DIP Agent and the DIP Lenders to allow any and all actions necessary or desirable to seek recognition of the Chapter 11 Cases in Canada and to take any and all actions necessary or desirable to enforce or implement any orders entered by any Canadian court in connection therewith, including, without limitation, filing any registration to preserve or perfect any existing or future security interest or in connection with the charges created under this Interim Order or registering any existing or future claim for any lien.

(b) In addition to the foregoing, but subject to the provisions of subparagraphs (c) and (d) hereof, the automatic stay provisions of Bankruptcy Code Section 362 hereby are, to the extent applicable, vacated, and modified to the extent necessary to allow the DIP Agent and DIP Lenders:

i. whether or not an Even of Default has occurred, to require all cash, checks or other collections or proceeds from Collateral received by the Debtors to be deposited in accordance with the requirements of the DIP Financing Agreement, and to apply any amounts so deposited and other amounts paid to or received by any DIP Agent or the DIP Lenders in accordance with any requirements of the DIP Financing Agreement;

ii. upon the occurrence of an Event of Default and after giving five (5) business days' prior written notice (the "**Waiting Period**") to the Debtors and their counsel, counsel to any Committee, counsel to the Prepetition First Lien Agent, counsel to the Petitioning Creditors and the United State Trustee of the DIP Lenders' decision to exercise rights and remedies provided for in the DIP Financing Agreement, this Interim Order or under other applicable bankruptcy and nonbankruptcy law (including the right to setoff funds in accounts maintained by the Debtors with any of the DIP Lenders or the DIP Agent to repay the DIP Loan), to exercise such rights and remedies without further notice to or approval of the Court or any other party in interest; and

iii. immediately upon the occurrence of an Event of Default, without providing any prior notice thereof, (A) the DIP Agent, for the benefit of the DIP Lenders, may charge interest at the default rates pursuant to the DIP Financing Agreement, (B) neither the DIP Agent nor any of the DIP Lenders shall have any further obligation to provide financing under the DIP Financing Agreement, this Interim Order or otherwise, or to permit release to the Debtors of proceeds of loans that were previously funded, and may, in their sole discretion, terminate all commitments with respect to the DIP Loan, and (C) after the expiration of the Waiting Period and subject to the provision of this paragraph 18 (b) hereof, terminate the Debtors' authorization to use Cash Collateral.

(c) During the Waiting Period, the Debtors shall not use any Cash Collateral or any DIP Loan proceeds to pay any expenses except those expressly set forth in the Approved Budget.

(d) This Court shall retain exclusive jurisdiction to hear and resolve any disputes and enter any orders required by the provisions of this Interim Order and relating to the application, re-imposition or continuance of the automatic stay of Bankruptcy Code Section 362(a), use of Cash Collateral, or other injunctive relief requested.

19. Prepetition Intercreditor Agreement. Pursuant to Bankruptcy Code Section 510, the Prepetition Intercreditor Agreement shall remain in full force and effect in the Chapter 11

Cases and in any subsequent proceedings under the Bankruptcy Code, including, without limitation, a Successor Case. Notwithstanding anything to the contrary contained in this Interim Order, the Prepetition Lender Liens, the Adequate Protection Liens and the Adequate Protection Priority Claims shall be subject to the terms of the Prepetition Intercreditor Agreement. Notwithstanding anything to the contrary contained herein or in the DIP Financing Agreement, all rights and obligations of the Prepetition Secured Parties and the Debtors under the Prepetition Intercreditor Agreement (including, without limitation, Section 2 of the Prepetition Intercreditor Agreement) are hereby expressly reserved.

20. Successors and Assigns. The DIP Financing Agreement and the provisions of this Interim Order shall be binding upon the Debtors, the DIP Agent, the DIP Lenders and the Prepetition Secured Parties and each of their respective successors and assigns, and shall inure to the benefit of the Debtors, the DIP Agent, the DIP Lenders and the Prepetition Secured Parties, and each of their respective successors and assigns including, without limitation, any trustee, responsible officer, estate administrator or representative, or similar person appointed in a case for any of the Debtors under any chapter of the Bankruptcy Code. The provisions of this Interim Order shall also be binding on all of the Debtors' creditors, equity holders and other parties in interest. Without limiting the foregoing and for the avoidance of doubt, and except as set forth in the Prepetition Intercreditor Agreement, the DIP Agent, the DIP Lenders and the Prepetition Secured Creditors shall have no obligation to permit the use of Cash Collateral or other proceeds of Collateral or extend any financing to any chapter 7 trustee or any other estate representative or representative appointed for any of the Debtors' estates.

21. Binding Nature of Agreement. The rights, remedies, powers, privileges, liens, and priorities of the DIP Agent and the DIP Lenders provided for in this Interim Order and in the DIP Financing Agreement shall not be modified, altered or impaired in any manner by any subsequent order (including a confirmation order), by any plan of reorganization or liquidation in the Chapter 11 Cases, by the dismissal or conversion of the Chapter 11 Cases or in any Successor Case under the Bankruptcy Code without the consent of the DIP Agent unless the DIP Loan has

first been indefeasibly paid in full in cash and completely satisfied and the commitments terminated in accordance with this Interim Order and the DIP Financing Agreement. Except to the extent permitted or required herein or by the Prepetition Intercreditor Agreement, the rights, remedies, powers, privileges, liens, and priorities of the Prepetition Secured Parties granted herein shall not be modified, altered or impaired in any manner by any subsequent order (including a confirmation order), by any plan of reorganization or liquidation in the Chapter 11 Cases, by the dismissal or conversion of the Chapter 11 Cases or in any Successor Case.

22. Subsequent Reversal or Modification. This Interim Order is entered pursuant to Bankruptcy Code Section 364 and Bankruptcy Rules 4001(b) and (c), granting the DIP Agent, the DIP Lenders and the Prepetition Secured Parties all protections afforded by Bankruptcy Code Section 364(e). If any or all of the provisions of this Interim Order are hereafter reversed, modified, vacated or stayed (whether on appeal or otherwise), that action will not affect (i) the validity of any obligation, indebtedness or liability incurred hereunder by the Debtors to the DIP Agent, the DIP Lenders and the Prepetition Secured Parties, as applicable, prior to the date of receipt by the DIP Agent, the DIP Lenders and the Prepetition Secured Parties of written notice of the effective date of such action, (ii) any fees, costs, expenses and other amounts earned by and/or paid to the DIP Agent and the DIP Lenders pursuant to this Interim Order or the DIP Financing Agreement prior to the date of receipt by the DIP Agent and the DIP Lenders of written notice of the effective date of such action, (iii) the validity and enforceability of any lien, claim or priority authorized or created under this Interim Order or pursuant to the DIP Financing Agreement, or (iv) the ability to enforce any rights or remedies contained herein. Notwithstanding any such reversal, stay, modification or vacatur, any postpetition indebtedness, obligation or liability incurred by the Debtors to any of the DIP Agent, the DIP Lenders or the Prepetition Secured Parties prior to written notice to the DIP Agent, the DIP Lenders and the Prepetition Secured Parties of the effective date of such action, shall be governed in all respects by the original provisions of this Interim Order and the DIP Financing Agreement, as applicable, and the DIP Agent, the DIP Lenders and the Prepetition Secured Parties shall be entitled to all

the rights, remedies, privileges, and benefits granted herein and, as to the DIP Agent and the DIP Lenders, in the DIP Financing Agreement with respect to all such indebtedness, obligations or liability.

23. Restriction on Use of Lender's Funds. Except with respect to the Committee Challenge Fees, no proceeds from the DIP Loan, Collateral, Cash Collateral (including any prepetition retainer funded with Prepetition Secured Debt), or Prepetition Collateral or the Carve-Out may be used by the Debtors, the Committee, any trustee or other estate representative appointed in any Chapter 11 Case or Successor Case or any other person or entity to: (a) seek or obtain postpetition loans or other financial accommodations pursuant to Bankruptcy Code Section 364(c) or (d), or otherwise, other than from the DIP Lenders, except for the purpose of indefeasible repayment of the DIP Loan in full and in cash; or (b) investigate any Committee Challenge Actions (as outlined in paragraph 12 above).

24. Collateral Rights. In the event that any party who has both received notice of the Interim Hearing and holds a lien or security interest in Collateral or Prepetition Collateral that is junior and/or subordinate to any of the Postpetition Liens, the Adequate Protection Liens or the Prepetition Lender Liens in such Collateral or Prepetition Collateral receives or is paid the proceeds of such Collateral or Prepetition Collateral, or receives any other payment with respect thereto from any other source, prior to indefeasible payment in full in cash and the complete satisfaction of (i) the DIP Loan under the DIP Financing Agreement and termination of the loan commitments thereunder in accordance with the DIP Financing Agreement and (ii) subject to the Final Order, the Prepetition Secured Debt under the Prepetition Loan Documents, such junior or subordinate lienholder shall be deemed to have received, and shall hold, the proceeds of any such Prepetition Collateral or other Collateral in trust for the DIP Agent, DIP Lenders and the Prepetition Secured Parties (subject to the terms of the Prepetition Intercreditor Agreement), and shall immediately turnover such proceeds for application, in the following order: (a) to the DIP Agent for application to the DIP Loan under the DIP Financing Agreement until paid in full in cash; (b) to the Prepetition First Lien Agent for application to the Prepetition First Lien Debt

under the Prepetition First Lien Loan Documents until paid in full in cash; and (c) to the extent such payment consists of Prepetition Second Lien Collateral, to the Prepetition Second Lien Agent for application to the Prepetition Second Lien Debt under the Prepetition Second Lien Loan Agreement until paid in full in cash.

25. Plan of Reorganization or Liquidation. No plan of reorganization or liquidation may be confirmed in any of these Chapter 11 Cases unless, in connection and concurrently with the effective date of such plan, the plan provides for the indefeasible payment in full, in cash, and in complete satisfaction of the DIP Loan, and the loan commitments under the DIP Financing Agreement and this Interim Order are terminated on or before the effective date of such plan.

26. Sale/Conversion/Dismissal. Unless otherwise agreed by the DIP Agent, neither the Debtors nor any trustee will file a motion seeking a sale of all or substantially all of the assets of the Debtors under Bankruptcy Code Section 363 (a “**363 Substantial Asset Sale**”) unless (i) the proceeds of such sale are used to indefeasibly pay in full and completely satisfy in cash the DIP Loan and (ii) the loan commitments under the DIP Financing Agreement and this Interim Order are terminated in accordance therewith on the closing date of such sale. If an order dismissing any of the Chapter 11 Cases under Section 1112 of the Bankruptcy Code or otherwise is at any time entered, (i) the claims and Liens (including, without limitation, the Postpetition Liens, the Superpriority Claims, the Adequate Protection Liens and the Adequate Protection Claims) granted pursuant to this Interim Order to or for the benefit of the DIP Agent, the DIP Lenders and the Prepetition Secured Parties shall continue in full force and effect and shall maintain their priorities as provided in this Interim Order until, as applicable, all DIP Financing Obligations, Prepetition First Lien Debt and/or Prepetition Second Lien Debt shall have been indefeasibly paid in full in cash (and that such claims and liens shall, notwithstanding such dismissal, remain binding on all parties in interest), and (ii) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing such claims and Liens. The provisions set forth in clauses (i) and (ii) of the preceding sentence shall be deemed (in accordance with Sections 104 and 349(b) of the Bankruptcy Code) to be incorporated by this

reference in any order dismissing any of the Chapter 11 Cases under Section 1112 of the Bankruptcy Code or otherwise, unless such provisions are expressly set forth therein.

27. No Waiver. This Interim Order shall not be construed in any way as a waiver or relinquishment of any rights that any of the DIP Agent, the DIP Lenders or the Prepetition Secured Parties may have to bring or be heard on any matter brought before this Court.

28. Setoff and Recoupment. Notwithstanding anything to the contrary contained herein (but subject to the terms of the Prepetition Intercreditor Agreement), nothing in this Interim Order shall limit or impair the nature, extent, validity and/or priority of the rights against the Debtors, if any, of any party-in-interest in the Chapter 11 Cases under Bankruptcy Code Sections 546(c), 545 and 553 and/or the equitable doctrine of recoupment.

29. Priority of Terms. To the extent of any conflict between or among (a) the express terms or provisions of any of the DIP Financing Agreement, the Motion, any other order of this Court, or any other agreements, on the one hand, and (b) the terms and provisions of this Interim Order, on the other hand, unless such term or provision herein is phrased in terms of “as defined in” or “as more fully described in” the Motion or the DIP Financing Agreement, the terms and provisions of this Interim Order shall govern.

30. Indefeasible payment. Subject to the investigatory period provisions of paragraph 12, for purposes of the Interim Order, when payment in cash is received by the DIP Agent, that payment shall be considered indefeasibly made.

31. No Third Party Beneficiary. Except as explicitly set forth herein with respect to the Carve-Out, no rights are created hereunder for the benefit of any third party, any creditor, any party in a Successor Case or any direct, indirect or incidental beneficiary, and no third parties shall be deemed to be third party beneficiaries of this Interim Order.

32. Final Hearing Date. The Final Hearing to consider the entry of the Final Order approving the relief sought in the Motion shall be held on June [___], 2012 at [__: __ a.m./p.m.] prevailing Eastern time (as the same may be adjourned or continued by this Court) before The

Honorable Christopher S. Sontchi, at the United States Bankruptcy Court for the District of Delaware.

33. Adequate Notice. Adequate notice under the circumstances has been given to (i) the Office of the United States Trustee for the District of Delaware; (ii) counsel for the DIP Agent; (iii) counsel for BDCM Opportunity Fund II, LP, Black Diamond CLO 2005-1 Adviser L.L.C., Spectrum Investment Partners LP and The CIT Group/Business Credit, Inc., each of which is a lender under the Prepetition First Lien Loan Agreement; (iii) The Bank of New York Mellon, in its capacity as administrative agent and collateral agent under the Prepetition Second Lien Loan Agreement; (iv) the Debtors' twenty (20) largest unsecured creditors listed in the Debtors' consolidated list of creditors (excluding insiders); (v) Bank of America, Fidelity National Bank, J.P. Morgan Chase Bank and Bank of Nova Scotia, which are the banks with which the Debtors maintain their primary banking relationships; and (vi) all other persons requesting notices. Pursuant to Bankruptcy Rule 4001, no further notice of the request for the relief granted at the Interim Hearing is required. The Debtors shall promptly mail copies of this Interim Order and notice of the Final Hearing to the noticed parties, any known party affected by the terms of the Final Order, and any other party requesting notice after the entry of this Interim Order. Any objection to the relief sought at the Final Hearing shall be made in writing setting forth with particularity the grounds thereof, and filed with the Court and served on counsel for the Debtors and counsel for Yucaipa so as to be actually received no later than 4:00 p.m. prevailing Eastern time on June [___], 2012.

34. Entry of Interim Order; Effect. This Interim Order shall take effect immediately upon execution hereof, notwithstanding the possible application of Bankruptcy Rules 6004(g), 7062, 9014, or otherwise, and the Clerk of this Court is hereby directed to enter this Interim Order on the Court's docket in the Chapter 11 Cases.

35. Retention of Jurisdiction. This Court shall retain jurisdiction over all matters pertaining to the implementation, interpretation and enforcement of this Interim Order and/or the DIP Financing Agreement.

36. Binding Effect of Interim Order. The terms of this Interim Order shall be binding on any trustee appointed under chapter 7 or chapter 11 of the Bankruptcy Code or other fiduciary or other estate representative hereafter appointed as a legal representative of the Debtors or with respect to the property of the estates of the Debtors; provided that, except to the extent expressly set forth in this Interim Order, the DIP Agent, the DIP Lenders and the Prepetition Secured Parties shall have no obligation to permit the use of Cash Collateral or other proceeds of Collateral or extend any financing to any chapter 7 trustee or similar responsible person appointed for the estates of the Debtors.

Dated: June ____, 2012
Wilmington, Delaware

THE HONORABLE CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

Appendix “F”

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

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

Debtors.

Chapter 11

Case No. 12-11564 (CSS)

(Joint Administration Pending)

**MOTION OF DEBTORS FOR INTERIM AND FINAL ORDERS AUTHORIZING
PAYMENT OF PRE-PETITION WAGES, PAYROLL TAXES, CERTAIN EMPLOYEE
BENEFITS AND RELATED EXPENSES, AND OTHER COMPENSATION TO
EMPLOYEES AND INDEPENDENT CONTRACTORS**

Allied Systems Holdings, Inc. (“Allied Holdings”) and its U.S. and Canadian subsidiaries (collectively, the “Debtors”) hereby file this motion (this “Motion”) for entry of an interim order, substantially in the form attached hereto as Exhibit A (the “Interim Order”), and a final order, substantially in the form attached hereto as Exhibit B (the “Final Order”), (i) authorizing, but not directing, the Debtors to pay certain prepetition Employee Obligations (as defined herein) in the ordinary course of business as such claims come due and (ii) scheduling a final hearing (the “Final Hearing”) to consider entry of a Final Order (the “Motion”). In support of the Motion, the Debtors respectfully show the Court as follows:

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.

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. § 1334. Consideration of this Motion is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of this proceeding is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

BACKGROUND

2. On May 17, 2012, involuntary petitions were filed against Allied Holdings and its subsidiary Allied Systems, Ltd. (L.P.) (“**Allied Systems**”) under Chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”) in this Bankruptcy Court (the “**Court**”). On June 10, 2012, the remaining Debtors filed voluntary petitions in this Court and, in connection therewith, Allied Holdings and Allied Systems consented to the involuntary petitions filed against them. The “**Petition Date**” of such Debtor is the date that such involuntary petition or voluntary petition was filed by or against such Debtor. The chapter 11 cases commenced thereby are, collectively, the “**Chapter 11 Cases.**”

3. The Debtors are authorized to operate their businesses as debtors-in-possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code. As of the date of this Motion, no official committee of unsecured creditors has been appointed by the Office of the United States Trustee.

4. The Debtors’ major line of business, known in the industry as “car haul,” is the transport of light vehicles, such as automobiles, sport-utility vehicles and light trucks, from manufacturing plants, ports, auctions, and railway distribution points to automobile dealerships in the United States and Canada by means of tractor trailers referred to as “**Rigs.**” The Debtors’ smaller line of business is logistics, which includes arranging for and managing vehicle distributions services, automobile inspections, auction and yard management services, vehicle

tracking, accessorizing, and dealer preparation services for the automobile industry in the United States and Canada, and providing yard management services in Mexico.

5. Additional information about the Debtors' businesses, the events leading up to the Petition Date, and the facts and circumstances surrounding the Debtors and these Chapter 11 Cases can be found in the Declaration of Scott D. Macaulay in Support of Chapter 11 Petitions and First Day Motions (the "**Macaulay Declaration**"), which is incorporated herein by reference.

6. As of the Petition Date, the Debtors employ approximately 1139 individuals in the United States ("U.S."). Approximately 905 (the "**Union Employees**") are governed by various collective bargaining agreements (the "**Union Agreements**"). The Debtors also employ approximately 259 non-bargaining employees (the "**Employees**").

7. Additionally, the Debtors employ one independent contractor ("**Independent Contractor**"), who is paid through June 10, 2012.

8. As of the Petition Date, the Debtors employ approximately 909 individuals in Canada, 461 of which are active employees. (Hereinafter "**Canadian Employees**" will include both bargaining and non-bargaining employees in Canada.) Approximately 390 of the active Canadian Employees are bargaining employees.

9. By this Motion, the Debtors seek entry of interim and final orders authorizing, but not directing, the Debtors to pay certain pre-petition wages, compensation, benefits, and related expenses more fully described below up to \$9,070,000.00 on an interim basis, and up to \$13,732,000.00 on a final basis (the "**Employee Obligations**"), subject at all times to that certain budget (the "**Approved Budget**") as may be amended from time to time with the consent of the Agent under the Debtors' debtor-in-possession delayed draw term loan facility (the "**DIP**

Facility”), and to continue their practices, programs, and policies with respect to their Employees and Independent Contractors as such were in effect as of the Petition Date. The Employee Obligations are more specifically described as follows:

A. The U.S. Employee Obligations

- *Wages, Salaries, and Compensation.* Wages, salaries and compensation consist of prepetition wages, salaries and commissions owed to Employees and Union Employees (the “**Payroll Obligations**”). The average monthly gross amount of the Payroll Obligations is approximately \$6,675,000.00. This gross amount includes certain deductions described separately below, such as payroll taxes owed by the employees, but does not include employer taxes and employee 401(k) contributions. As of the Petition Date, some Payroll Obligations were unpaid because (a) they constitute salary, wages and commissions earned but unpaid as of the Petition Date, or (b) certain paychecks remained un-cashed on the Petition Date. The Debtors estimate that the gross amount of the Payroll Obligations owed as of the Petition Date is approximately \$2,675,000.00.
- *Payroll Taxes.* Payroll taxes consist of federal taxes, state and local income taxes, social security and Medicare taxes. Each payroll period, the Debtors pre-fund their payroll taxes to ADP, the Debtors’ outside payroll administrator, the day prior to issuing paychecks to Employees and Union Employees in satisfaction of the Payroll Obligations. The Debtors withhold from gross payroll approximately \$760,000.00 each month for federal taxes, \$235,000.00 each month for state taxes, and approximately \$330,000.00 each month pursuant to the Federal Insurance Contributions Act (“**FICA**”). In addition, under FICA, the Debtors must match the FICA amounts withheld from Employee paychecks; thus, the Debtors also contribute approximately \$445,000.00 each month to FICA, for an annual total of approximately \$5,340,000.00 in FICA payments above and beyond the FICA amounts withheld. The Debtors pay approximately \$2,040,000.00 annually to state governments under the State Unemployment Tax Act (“**SUTA**”), and also pay approximately \$200,000.00 annually to the federal government under the Federal Unemployment Tax Act (“**FUTA**”). As of the Petition Date, the Debtors estimate that they owe \$3,000.00 in SUTA and \$2,100.00 in FUTA taxes. Collectively, as of the Petition Date, the Debtors estimate they owe approximately \$190,000.00 in payroll taxes.
- *Vacation, Sick, and Holiday Pay.* These obligations consist of paid time off for vacation, illness and company holidays. The number of vacation days for which salaried and non-union hourly employees are eligible is based on an Employee’s years of service. Employees are not permitted to carry-forward vacation days from year to year, with the exception of Employees located in a handful of states, where state laws require the Debtors to permit Employees to carry-forward vacation and sick days. Hourly Union Employees receive vacation days based on

seniority, with a cap at five weeks. Depending on their governing Union Agreements, vacation pay is calculated at the rate of either 2% or 1/52nd of the wages received the prior year per week of vacation. Also depending on their governing Union Agreements, Union Employees are paid for vacation days either on the anniversary date of their respective Union Agreements or the anniversary of their respective hire dates. Hourly Employees are given six personal days per calendar year. Unused personal days can be carried forward to subsequent years for a maximum of twelve personal days in one year. Salaried Employees are expected to limit use of personal days to six days per year, but cannot accrue. Managers are expected to track personal leave for salaried Employees. Union Employees are given five days sick leave plus one personal day. Union Employees are paid for these days as requested, with the remaining balance paid on the anniversary of the Union Employees' respective contracts. Employees were given ten paid holidays in 2012, while Union Employees were given between nine and eleven paid holidays, as determined by their Union Agreements. Collectively, as of the Petition Date, the Debtors estimate they will owe approximately \$2,500,000.00 in total vacation, sick and holiday pay that will be due to Employees and Union Employees.

- *Qualified 401(k) Plan Obligations.* The Debtors maintain the Allied Systems Holdings, Inc. 401(k) Plan (“**Allied 401(k) Plan**”), which is open to both Employees and Union Employees. Principal Trust Company is the trustee for the Allied 401(k) Plan and Principal Financial Group administers the plan. The Allied 401(k) Plan provided for a Qualified Automatic Contribution Arrangement (QACA) for Employees beginning January 1, 2008, but the Debtors ceased matching contributions by Employees as of April 30, 2009. The Debtors initiated automatic enrollment for new Employees on January 1, 2007. There is no delayed eligibility period for Employees to contribute to the Allied 401(k) Plan; however, Union Employees must wait 60 days from their start date to contribute to the plan. Beginning July 1, 2009, newly hired Union Employees can also contribute to the Teamsters National 401(k) Plan (the “**Teamsters 401(k) Plan**”), which is administered by the Teamsters. As of the Petition Date, the Debtors have approximately \$35,000.00 in outstanding deferrals.
- *Health and Welfare Benefits.* The Debtors sponsor several health and welfare benefit plans for Employees and retired Employees (“**Retirees**”) including insurance plans relating to medical, health, dental, vision, short- and long-term disability plans, life, accidental death and dismemberment, and flexible spending accounts (collectively, the “**Health and Welfare Plans**”). The Employee medical plan (“**Medical Plan**”) is fully insured and is administered by United HealthCare.
 - *Medical Plan.* The Debtors pay approximately \$165,000.00 each month to United HealthCare in premiums, of which approximately \$33,754.00 is offset through Employee contributions. Additionally, the Debtors pay approximately \$28,000.00 per month in benefits (medical and life insurance) to approximately 166 Retirees under the

Health and Welfare Plans. Additionally, pursuant to Union Agreements, the Debtors contribute approximately \$780,000.00 each month to union-administered health and welfare funds. This amount includes coverage for the Union Employees' short-term disability program ("**STD Program**") and long-term disability program ("**LTD Program**") as provided by the respective funds.

- *STD and LTD Programs.* The Debtors' STD Program for Employees is self-insured. The Debtors pay The Hartford ("**Hartford**") approximately \$500.00 per month to administer the STD Program. The amounts paid to Employees under the STD Program vary according to salary; however, the STD Program generally pays 70% of the Employees salary for up to 6 months, with a cap of \$8,666.67 per month per employee. Executives' STD benefit is capped at \$8,666.67 per month. The Debtors pay approximately \$125,000 per year in STD benefits. The LTD Program for Employees is insured by Hartford and costs the Debtors approximately \$7,500.00 each month. STD and LTD Programs for the Union Employees are provided for in the same \$780,000.00 the Debtors pay each month to union-administered health funds.
- *Dental.* The dental and vision plan ("**Dental Plan**") is also self-insured and is administered by Simple for which services Debtors pay approximately \$800.00 per month. The Debtors pay approximately \$15,000.00 each month in dental and vision claims for Employees. Employee pre-tax contributions through payroll deductions are held by the Debtors and used to pay the Dental Plan benefits. In sum, the Debtors' aggregate monthly expenditures (exclusive of employee contributions) under the Health and Welfare Plans for Employees and Union Employees are approximately \$1,121,800.00.
- *Severance Amounts.* The Debtors maintain one severance plan, which is infrequently used - the Severance and Release Agreement. Pursuant to this plan, certain Employees have negotiated individual contracts with the Debtors that provide for up to 78 weeks of severance pay. The Debtors do not offer severance to the Union Employees. As of the Petition Date, the Debtors estimate they have approximately \$7,500.00 in outstanding severance liability.
- *Flexible Spending Account Programs.* The Debtors offer their Employees the option of contributing a portion of their pre-tax wages into two types of tax-exempt flexible spending accounts: the Allied Health Care Spending Account Plan ("**Health Care Account**") and the Allied Dependent Day Care Spending Account ("**Dependent Day Care Account**") (collectively, "**Flexible Spending Accounts**"). The amounts contributed to the Flexible Spending Accounts may be used for certain qualified medical or dependent care expenses not otherwise covered by insurance. As Employees incur eligible expenses, they submit a claim

to be reimbursed from their Flexible Spending Accounts. The Flexible Spending Accounts claims are administered by Swerdlin & Company. The Debtors' Employees have collectively elected to contribute approximately \$100,000.00 to their respective Health Care Accounts for the 2012 calendar year.² As of May 31, 2012, the Debtors had disbursed approximately \$46,017.91 to employees submitting claims. For the 2012 calendar year, the Debtors' Employees have contributed approximately \$20,000.00 to their respective Dependent Day Care Accounts.³ As of May 31, 2012, the Debtors had disbursed approximately \$5,500.00 to Employees submitting claims for reimbursement from their Dependent Day Care Accounts. The Debtors believe that their Employees and Union Employees have incurred additional qualified expenses for which no reimbursement request has yet been submitted. The Debtors request authority to maintain the flexible spending account programs and to continue to make reimbursements from the flexible spending accounts in the ordinary course of business regardless of whether the qualified expenses were incurred before or after the Petition Date.

- *Qualified Pension Plans.* The Debtors sponsor and maintain the following pension plans: (i) the Allied Holdings, Inc. Defined Benefit Pension Plan (the “**Defined Benefit Plan**”); and (ii) the Allied Systems Ltd. Office Workers UAW Local 95 Pension Plan and the Allied Systems Ltd. UAW Local 95 Unit 2 Retirement Income Plan (collectively, the “**UAW Plans**”). Wells Fargo is the trustee and Invesco Capital Management, Inc. is the investor for all the above plans. The Debtors' annual pension plan payments for the UAW Plans in 2012 will total \$727,231.00. Payments under the UAW Plans of (i) \$6,274.00, (ii) \$114,729.00, (iii) \$6,274.00, (iv) \$153,368.00, and (v) \$15,624.00, are due on June 15, July 13, September 14, October 15, and December 14, 2012, respectively. The Debtors' contributions to the Defined Benefit Plan in 2012 total \$3,203,656.00; payments of (i) \$631,160.00, (ii) \$993,113.00, and (iii) \$631,160.00, are due on July 13, September 14 and October 15, 2012, respectively. Additionally, the Union Agreements require the Debtors to regularly contribute to union-administered pension funds on behalf of the Union Employees. The Debtors pay an average monthly amount of \$1,300,000.00 to these pension funds. The Debtors request authority to continue to make the required payments under the Defined Benefit Plan, the UAW Plans and the union-administered pension plans regardless of whether such payments relate to benefits accrued prior to or after the Petition Date.
- *Life Insurance Plans.* The Debtors offer life insurance coverage plans for Employees and Retirees. All Employees are eligible for one month's salary in life insurance benefits (“**Life Insurance Benefits**”). Most retired Employees receive

² As of the Petition Date, the Debtors' employees have contributed only about half this amount, as there are still six months remaining in the 2012 calendar year.

³ Employees cannot access the amounts in their Dependent Day Care Accounts until those amounts have been deducted from the Employee's paycheck. An Employee can change the amount of his or her contribution pursuant to certain qualifying events.

\$5,000.00 total in Life Insurance Benefits, although there are a select few Retirees who are eligible for amounts up to \$50,000.00. Employees' Life Insurance Benefits and most of the Retirees' benefits are through Sun Life, to whom the Debtors pay approximately \$10,000.00 each month in premiums. The Debtors request authority in their sole discretion to continue the Life Insurance Benefits and to pay amounts due and owing, regardless of whether such payments relate to benefits accrued prior to or after the Petition Date.

- *Miscellaneous Payroll Deductions.* In addition to the standard payroll deductions noted above, Employees' and Union Employees' wages ("**Wages**") are subject to additional deductions as well, some of which are voluntary. Such deductions include child support or other garnishment, brokerage maintenance fees, union dues, credit union payments, and charitable contributions such as United Way and Buck-A-Month. The Debtors request authority in their sole discretion and to remit any amounts already withheld from Wages, regardless of whether such payments relate to benefits accrued prior to or after the Petition Date.
- *Other Benefits.* The Debtors customarily offer various other employee benefit policies and programs, including reimbursing eligible Employees who incur business expenses in the ordinary course of performing their duties on behalf of the Debtors. Such reimbursement obligations include travel expenses incurred by the Employees through the use of their own funds or credit cards. The Debtors reimburse the Employees in their paychecks for these travel expenses, which average approximately \$75,000.00 each month. The Debtors estimate they have approximately \$25,500.00 outstanding in travel expenses as of the Petition Date.
 - *Driver Drafts.* As part of the ordinary course of business, the Debtors regularly issue drafts to drivers ("**Drivers Drafts**") for payment advances ("**Advances**"), tolls, fines, and reimbursement of driver expenses. When a Drivers Draft is presented for payment, funds are automatically withdrawn from the Debtors' accounts with Fidelity National Bank ("**Fidelity Accounts**") to cover the presentment. The Debtors maintain detailed procedures for disbursing and processing Drivers Drafts. For example, terminal Employees are expected to enter into a central system information regarding Drivers Drafts within twenty-four hours of issuing those drafts. In addition, the issuing Employees must submit a weekly report and a hard copy of supporting documents to the Debtors' Atlanta, Georgia office, where all reports are reviewed for legitimacy. At the end of each month, the Debtors reconcile any amounts withdrawn from the Fidelity Accounts with the Drivers Drafts reported in the central system. Approximately 73% of all Drivers Drafts are issued as Advances, while the remaining 27% are issued for various other expenses. As of the Petition Date, approximately \$42,000.00 in Drivers Drafts were outstanding.

- *Company Credit Cards.* Also as part of the ordinary course of business, some of the Debtors' vehicle inspections Employees utilize company credit cards to pay for business expenses while working in the field. Although issued in the individual Employees' names, the Debtors make daily pre-payments on these cards based on historical averages. The collective average monthly balance is approximately \$455,000.00.

B. The Canadian Employee Obligations⁴

10. The Debtors have incurred certain prepetition employee obligations in Canada that remain unpaid as of the Petition Date. Even though arising prior to the Petition Date, these obligations will become due and payable in the ordinary course of the Debtors' businesses on and after the Petition Date. These Canadian Employee Obligations are described generally as follows below:

- *Wages, Salaries, and Compensation.* Wages, salaries and compensation consist of prepetition wages, salaries, retirement allowances, and commissions owed to Canadian Employees. The average monthly gross amount of the Canadian Payroll Obligations is approximately \$3,900,000.00. This gross amount includes certain deductions described separately below, such as payroll taxes owed by the employees. As of the Petition Date, some Canadian Payroll Obligations were unpaid because (a) they constitute salary, wages and commissions earned but unpaid as of the Petition Date, or (b) certain paychecks remained un-cashed on the Petition Date. The Debtors estimate that the gross amount of the Canadian Payroll Obligations owed as of the Petition Date is approximately \$1,515,000.00.
- *Payroll Taxes.* Payroll taxes and deductions in Canada consist of federal taxes, provincial taxes, and pension and healthcare taxes. The Debtors withhold and pay approximately \$710,000.00 each month in federal and provincial income taxes on payroll. For the first \$48,500.00 of each Canadian Employee's wages, the Debtors withhold 1.73% for federal unemployment tax. The Debtors then match that amount with an additional tax payment of 1.4 times the withheld amounts for each Canadian Employee. The Debtor pays approximately \$57,500.00 each month for unemployment insurance tax. For certain non-bargaining pension plans, the Debtors withhold 4.95% of all gross wages and then match that amount, which is approximately \$11,000.00 each month, inclusive of both withheld and matched amounts. The Debtors pay retirement taxes of approximately \$137,500.00 per month. The Debtors also pay various other healthcare taxes in Canada totaling approximately \$82,000.00 each month. In addition to the \$1,515,000.00 outstanding in Canadian Payroll Obligations, the Debtors estimate

⁴ The currency in this Section is provided in Canadian dollar amounts.

that approximately \$85,000.00 in payroll taxes and withholdings will be outstanding and unpaid as of the Petition Date. The Debtors request authority to continue in their sole discretion to withhold required amounts from paychecks of the Canadian Employees in accordance with the Debtors' prepetition practice and in the ordinary course of business and to remit to the applicable taxing authorities any amounts due and owing as of the Petition Date, regardless of whether such amounts relate to benefits accrued prior to or after the Petition Date.

- *Vacation, Sick, and Holiday Pay.* Vacation, sick, and holiday pay consist of paid time off for vacation, illness and company holidays. The number of vacation days for which non-bargaining Canadian Employees are eligible is based upon the employee's years of service. After one year of service, non-bargaining Canadian Employees receive two weeks vacation; after three years of service, these employees receive three weeks of vacation. The next adjustment is at ten years of service, for which non-bargaining Canadian Employees receive four weeks of vacation. The maximum amount of vacation time is seven weeks, which is available to these employees with twenty-five years or more of service. Non-bargaining Canadian Employees are permitted to use their vacation days after six months of employment. The Debtors estimate that, as of the Petition Date, approximately \$294,000.00 is outstanding for non-bargaining Canadian Employee vacation pay obligations and approximately \$960,000.00 is outstanding in bargaining Canadian Employee vacation pay obligations. Approximately \$230,000.00 is outstanding in sick and personal day obligations for certain Canadian Employees. Canadian Employees receive twelve to thirteen paid holidays each year; the Debtors do not have any outstanding holiday pay obligations. The Debtors request authority to continue in their sole discretion to pay any and all outstanding vacation, sick, and personal day obligations due and owing as of the Petition Date in accordance with the Debtors' prepetition practice, regardless of whether such amounts relate to benefits accrued prior to or after the Petition Date.
- *Canadian Pension Plan Obligations.* The Debtors have established a Group Registered Pension Plan ("RPP") for Employees of the Debtors' Canadian operations. The RPP is a defined contribution plan with Sun Life Financial. Employees are eligible to participate in the RPP within one month of the employee's date of hire and are required to participate after two years of employment. The RPP requires members to contribute 1% of earnings, although additional voluntary employee contributions are permitted. The Debtors match the first 1% of Employees' contributions. As of the Petition Date, no deferrals were outstanding. The Debtors also contribute approximately \$280,000.00 each month to Union pension plans. The Debtors seek authority to continue RPP and Union pension fund contribution payments for all eligible Employees, regardless of whether such payments relate to benefits accrued prior to or after the Petition Date.

- *Health and Welfare Benefits.* The Debtors sponsor several health and welfare benefit plans for Canadian Employees and retired Employees (“**Canadian Retirees**”), including insurance plans relating to medical, health, dental, vision, long-term disability plans, life, and accidental death and dismemberment (collectively, the “**Canadian Health and Welfare Plans**”). The medical plans are administered by Manulife Financial and British Columbia Medical (collectively, the “**Medical Plans**”). The British Columbia Medical plans provide coverage only to active, non-bargaining Canadian Employees. The Debtors pay approximately \$800.00 each month to British Columbia Medical for the premiums of these smaller, non-bargaining medical plans. By far the largest of the Canadian Medical Plans, the Manulife plan provides excess medical, dental, long-term disability (“**LTD**”) and insurance coverage for both active and retired Employees and Union Employees, for which the Debtors pay approximately \$300,000.00 each month. The Debtors provide LTD insurance to Canadian Employees through Manulife. Canadian Employees are immediately eligible for LTD coverage; however, there is an elimination period of 119 days of disability for non-bargaining employees. Elimination periods vary for bargaining employees. The Debtors also provide dental care coverage for both certain active and retired Canadian Employees through Manulife. The non-bargaining dental plan covers 90% of expenses for basic services, and 70% for major restorative services up to \$2,500 per annum. This dental plan also provides 50% coverage for orthodontics with a \$2,500 per lifetime cap on reimbursements. There is no waiting period to be eligible for this dental plan. The Debtors request authority to continue the Canadian Health and Welfare Programs in accordance with the Debtors’ prepetition practice and to continue, in their sole discretion and in the ordinary course of business, to pay amounts due and owing for these programs as of the Petition Date, regardless of whether such amounts relate to benefits accrued prior to or after the Petition Date.
- *Severance Amounts.* Canadian Employees receive notice and severance as mandated by statutory, common law, or provincial law. Sections 212, 230, and 235 of the Canada Labour Code provide the national statutory requirements for notice and pay requirements. These statutory requirements apply to all Canadian Employees who are terminated for any reason other than cause. Section 230 provides that any employee who has completed three months of continuous employment is entitled either to two weeks advance notice of termination of employment or two weeks of pay. Section 235 relates to employees who have been employed for twelve consecutive months prior to termination; these employees are entitled to the greater of (i) two days regular wages per each completed year of continuous employment; or (ii) five days regular wages. In addition, Section 212 could require additional notice requirements in the event fifty or more Canadian Employees were terminated within a four week period. In certain instances of the severance of Canadian Employees, the Debtors may be subject to additional common and provincial law requirements. For example, non-Quebec, non-bargaining Employees terminated for reasons other than cause are eligible for Common Law notice and severance. Should all Canadian

Employees be terminated, liability under the statutory law is approximately \$6,853,296.00, and the maximum liability under Common Law is approximately \$3,109,322.00. In addition to incorporating a mitigation clause in their Canadian severance agreements, the Debtors also require non-bargaining Canadian Employees to sign a general release. The Debtors' currently have severance liability to five non-bargaining Canadian Employees to whom the Debtors owe approximately \$300,000.00 in outstanding payments, and sixty-nine bargaining employees to whom the Debtors owe approximately \$600,000.00 in outstanding payments.

- *Life Insurance Plans.* The Debtors offer life insurance to Canadian Employees through Manulife with coverage of three times annual earnings up to \$1,000,000 (“**Life Insurance Benefits**”) for non-bargaining employees. Canadian Employees also receive Accidental Death and Dismemberment insurance. Coverage for non-bargaining Employees provided by Manulife equals three times their annual earnings of up to \$1,000,000. Certain Canadian Employees also receive dependent life insurance coverage. The Debtors request authority in their sole discretion to continue the Life Insurance Benefits, regardless of whether the Life Insurance Benefits expenses were incurred before or after the Petition Date.
- *Miscellaneous Payroll Deductions.* In addition to the standard payroll deductions noted above, Canadian Employees' wages are subject to additional deductions as well, some of which are voluntary. Approximately \$5,000.00 in wages each week is withheld for child support or other garnishment. Approximately \$27,500.00 in wages is withheld each week to pay union dues. The Debtors request authority in their sole discretion and as necessary to remit any and all prepetition amounts already withheld from wages, to comply with garnishment and child support procedures, and to continue to facilitate charitable contributions.
- *Other Benefits.* The Debtors customarily offer various other employee benefit policies and programs, including reimbursing eligible Canadian Employees who incur business expenses in the ordinary course of performing their duties on behalf of the Debtors. Such reimbursements average approximately \$12,000.00 each month. As of the Petition Date, the Debtors have approximately \$8,500.00 outstanding in business expenses to be reimbursed. The Debtors request authority to continue to reimburse their employees for business expenses in accordance with the Debtors' prepetition practice and to continue, in their sole discretion and in the ordinary course of business, to pay amounts due and owing for these employee benefit programs as of the Petition Date, regardless of whether such amounts relate to benefits accrued prior to or after the Petition Date.

RELIEF REQUESTED

11. By this Motion, the Debtors seek entry of interim and final orders authorizing, but not directing, the Debtors to pay Employee Obligations due and owing that remain unpaid as of

the Petition Date, subject to the Approved Budget under the DIP Facility. Even though arising prior to the Petition Date, these Employee Obligations will become due and payable in the ordinary course of the Debtors' businesses on and after the Petition Date. These obligations, described above, can generally be categorized as follows: (i) wages, salaries and compensation; (ii) payroll taxes; (iii) vacation, sick and holiday pay; (iv) qualified 401(k) plan obligations; (v) health and welfare benefits; (vi) severance amounts; (vii) flexible spending account programs; (viii) qualified pension plans; (ix) life insurance plans; (x) miscellaneous payroll deductions; and (xi) other benefits. The Debtors seek relief in this Motion to pay Employee Obligations totaling approximately \$9,070,000.00 on an interim basis, and up to \$13,732,000.00 on a final basis, subject to the Approved Budget under the DIP Facility. The Debtors believe that the Employee Obligations sought to be paid through this Motion to each employee will not exceed each employee's unsecured priority claim.

12. In addition to payment of prepetition Employee Obligations, the Debtors also seek in this Motion to continue all employee benefit programs in the ordinary course of business and consistent with the Debtors' administration of such programs prior to the Petition Date, subject to the Approved Budget under the DIP Facility.

13. Finally, in this Motion the Debtors request the Court to allow the banks and other financial institutions that process, honor and pay any and all checks on account of Employee Obligations, without any duty of further inquiry and without liability for following the Debtors' instructions, and to rely on the representation of the Debtors as to which checks are issued and authorized to be paid in accordance with this Motion.

BASIS FOR RELIEF

A. Cause Exists to Authorize the Payment of the Employee Obligations.

14. The Debtors seek authority to pay the Employee Obligations that become due and owing during the pendency of these Chapter 11 Cases and to continue in their sole discretion at this time their practices, programs and policies with respect to their employees, as such practices, programs and policies were in effect as of the Petition Date. Furthermore, because it is difficult for the Debtors to determine with precision the accrued amount for many of the Employee Obligations, to the extent that the Debtors subsequently determine that there are any additional outstanding Employee Obligations related to the programs and policies described herein, the Debtors request authority to pay such prepetition amounts.

15. Pursuant to Sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code, a debtor's employees' claims for "wages, salaries, or commission, including vacation, severance, and sick leave pay" earned within 180 days before the Petition Date, and claims against the Debtors for contributions to employee benefit plans arising from services rendered within 180 days before the Petition Date, are afforded unsecured priority status to the extent the claim does not exceed the statutory limit. 11 U.S.C. §§ 507(a)(4) and 507(a)(5). *See also* § 1129(a)(9)(B) (requiring payment of certain allowed unsecured claims for wages, salaries and commissions, and certain allowed unsecured claims for contributions to an employee benefit plan).

16. The Debtors believe that substantially all of the Employee Obligations constitute priority claims and believe that any amount owed to any employee will not exceed the statutory limit provided in Sections 507(a)(4) and 507(a)(5).

17. With respect to payment of Employee Obligations, this Court also has authority to grant the relief requested herein pursuant to Sections 363(b) and 105(a) of the Bankruptcy Code. Section 363(b)(1) of the Bankruptcy Code provides that "trustee, after notice and a hearing, may

use, sell or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Authority to satisfy prepetition wage and benefit claims has been found to exist under Section 363(b)(1). *See In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989). Section 105(a) of the Bankruptcy Code provides, in relevant part, that “[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” *Id.* § 105(a). Pursuant to Section 105(a) of the Bankruptcy Code, a bankruptcy court has broad authority to enforce the provisions of the Bankruptcy Code either under the specific statutory language of the Bankruptcy Code or under equitable common law doctrines. *See, e.g., In re Filene’s Basement, Inc.*, Case No. 09-11525 (MFW) (Bankr. D. Del. May 5, 2009); *In re Abitibowater Inc.*, Case No. 09-11296 (KJC) (Bankr. D. Del. Apr. 17, 2009); *In re The Fairchild Corporation*, Case No. 09-10899 (CSS) (Bankr. D. Del. Apr. 15, 2009) (final order); *In re Sportsman’s Warehouse, Inc.*, Case No. 09-10990 (CSS) (Bankr. D. Del. Mar. 23, 2009); *In re Masonite Corporation*, Case No. 09-10844 (PJW) (Bankr. D. Del. Apr. 14, 2009) (final order); *In re Robbins Bros. Corporation*, Case No. 09-10708 (PJW) (Bankr. D. Del. Mar. 5, 2009); *In re Nortel Networks Inc.*, Case No. 09-10138 (KG) (Bankr. D. Del. Jan. 15, 2009); *In re Motor Coach Industries International, Inc.*, Case No. 08-12136 (BLS) (Bankr. D. Del. Oct. 7, 2008) (final order); *In re Linens Holding Co.*, Case No. 08-10832 (CSS) (Bankr. D. Del. May 2, 2008); *In re Wickes Holdings, LLC*, Case No. 08-10212 (KJC) (Bankr. D. Del. Feb. 5, 2008); *In re Pope & Talbot, Inc.*, Case No. 07-11738 (CSS) (Bankr. D. Del. Nov. 21, 2007); *In re Delta Financial Corp.*, Case No. 07-11880 (CSS) (Bankr. D. Del. Dec. 19, 2007); *In re Tweeter Home Entm’t Group, Inc.*, Case No. 07-10787 (PJW) (Bankr. D. Del. June 13, 2007).

18. Other courts have also recognized the applicability of the “necessity of payment” doctrine with respect to the payment of prepetition employee compensation and benefits. *See,*

e.g., *In re Chateaugay Corp.*, 80 B.R. 279 (S.D.N.Y. 1987) (under “necessity of payment” doctrine, it is appropriate for bankruptcy court to defer to debtor’s business judgment in permitting payment of certain workers’ compensation claims); *In re Ionosphere Clubs, Inc.*, 98 B.R. at 176 (“This rule recognized the existence of judicial power to authorize a debtor in a reorganization case to pay pre-petition claims where such payment is essential to the continued operation of the debtor.”); *In re Gulf Air, Inc.*, 112 B.R. 152 (Bankr. W.D. La. 1989) (authorizing debtor-in-possession to pay pre-petition employee wages and benefits, and health, life and workers’ compensation insurance premiums); *In re Braniff Inc.*, 218 B.R. 628, 633 (Bankr. N.D. Fla. 1998) (noting that debtor may pay pre-petition wages when necessary to ensure employees remain on the job post-petition). The Debtors submit that, as illustrated below, application of the “necessity of payment” doctrine is wholly warranted in these cases.

19. Any delay in paying Employee Obligations will adversely impact the Debtors’ relationship with their employees and will irreparably impair the employees’ morale, dedication, confidence, and cooperation. The employees’ support for the Debtors’ reorganization efforts is critical to the Debtors’ success. At this early stage, the Debtors simply cannot risk the substantial damage to their businesses that would inevitably result from a decline in their employees’ morale attributable to the Debtors’ failure to pay previously earned wages, salaries, benefits and other similar items.

20. Absent an order granting the relief requested in this Motion, the employees will suffer undue hardship, as the amounts in question are needed to enable certain of the employees to meet their own personal financial obligations. The stability of the Debtors will thus be undermined, perhaps irreparably, by the possibility that otherwise loyal employees will seek other employment alternatives.

21. The Debtors do not seek to alter their compensation, vacation, and other benefit policies in this Motion. Instead, this Motion is intended only to permit the Debtors, in their sole discretion, to make payments consistent with those policies to the extent that, without the benefit of an order approving this Motion, such payments would be inconsistent with the Bankruptcy Code, and to permit the Debtors, in their sole discretion, to continue to honor their practices, programs and policies with respect to their employees, as such practices, programs and policies were in effect as of the Petition Date.

B. Applicable Banks Should Be Authorized to Honor and Pay Checks Issued and Make Other Transfers in Respect of the Employee Obligations.

22. If the Court grants the relief sought herein, the Debtors request that all applicable banks and other financial institutions be authorized and directed when requested by the Debtors and in the Debtors' sole discretion, to receive, process, honor and pay any and all checks drawn on the Debtors' accounts to pay the Employee Obligations, whether those checks were presented prior to or after the Petition Date, and make other transfers provided that sufficient funds are available in the applicable accounts to make the payments. The Debtors represent that each of these checks can be readily identified as relating directly to the authorized payments of Employee Obligations. Accordingly, the Debtors believe that checks and transfers other than those relating to such authorized payments will not be honored inadvertently.

23. Any payments made by the Debtors under the authority of the Court are not, and shall not be deemed, an admission as to the validity of the underlying obligations, a waiver of any rights the Debtors may have to subsequently dispute such obligations, or an assumption of any agreements, contracts or leases under Section 365 of the Bankruptcy Code. Additionally, the Debtors reserve all of their rights under Sections 1113 and 1114 of the Bankruptcy Code.

24. Based on the foregoing, the Debtors submit the relief requested is necessary and appropriate, is in the best interests of their estates and creditors, and should be granted in all respects.

C. The Requirements of Bankruptcy Rule 6003 For Interim Relief Have Been Satisfied

25. As described above, the Debtors are seeking authority to satisfy Employee Obligations. Under Bankruptcy Rule 6003, this Court may authorize the relief requested herein within the 21-day period after the Petition Date because such relief is necessary to avoid immediate and irreparable harm to the Debtors' estates. *See* Fed. R. Bankr. Proc. 6003(b). Immediate and irreparable harm exists where the absence of relief would impair a debtor's ability to reorganize or threaten the debtor's future as a going concern. *See In re Ames Dep't Stores, Inc.*, 115 B.R. 34, 36 n.2 (Bankr. S.D.N.Y. 1990) (discussing the elements of "immediate and irreparable harm" in relation to Bankruptcy Rule 4001).

26. For the reasons described herein, immediate and irreparable harm would result without the relief requested herein being granted. Accordingly, the Debtors respectively submit that they have satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003(b) with respect to the relief sought in this Motion.

D. Waiver of Bankruptcy Rule 6004(a) and 6004(h)

27. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay provided under Bankruptcy Rule 6004(h).

NOTICE


28. Notice of this Motion has been provided via facsimile, overnight delivery service, electronic transmission or same-day messenger service to: (i) the Office of the United States

Trustee for the District of Delaware; (ii) counsel for the agent for the Debtors' proposed debtor-in-possession lenders; (iii) counsel for The CIT Group/Business Credit, Inc., as resigning agent under the Debtors' first lien credit agreement, counsel for BDCM Opportunity Fund II, LP, Black Diamond CLO 2005-1 Adviser L.L.C. and Spectrum Investment Partners LP, and each other lender under the Debtors' first lien credit agreement; (iv) counsel for The Bank of New York Mellon, in its capacity as administrative agent and collateral agent under the Debtors' second lien credit agreement; (v) the Debtors' twenty (20) largest unsecured creditors listed in the Debtors' consolidated list of creditors (excluding insiders); (vi) Bank of America, Fidelity National Bank, J.P. Morgan Chase Bank and Bank of Nova Scotia, which are the banks with which the Debtors maintain their primary banking relationships; and (vii) all other persons requesting notices. As this Motion is seeking "first day" relief, within two (2) business days of the hearing on this Motion, the Debtors will serve copies of this Motion and any order entered in respect to this Motion as required by Local Rule 9013-1(m). In light of the expedited nature of the relief requested, the Debtors respectfully submit that no further notice is necessary.

CONCLUSION

WHEREFORE the Debtors respectfully request entry of an order granting the relief requested herein, and granting the Debtors such other and further relief as may be just. A form of Interim Order is attached as Exhibit A and a form of Final Order is attached hereto as Exhibit B.

Dated: June 11, 2012
Wilmington, Delaware



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Proposed Counsel for the Debtors

EXHIBIT A
Form of Interim Order

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

In re:

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

Debtors.

Chapter 11

Case No. 12-11564 (CSS)

(Joint Administration Pending)

**INTERIM ORDER AUTHORIZING PAYMENT OF PRE-PETITION WAGES,
PAYROLL TAXES, CERTAIN EMPLOYEE BENEFITS AND RELATED
EXPENSES, AND OTHER COMPENSATION TO EMPLOYEES
AND INDEPENDENT CONTRACTORS**

Allied Systems Holdings, Inc. and its U.S. and Canadian subsidiaries (collectively, the “**Debtors**”) seek authority to pay prepetition wages, payroll taxes, certain employee benefits and related expenses (the “**Motion**”).

The Court² has considered the Motion, the Declaration of Scott D. Macaulay in Support of Chapter 11 Petitions and First Day Motions, and the matters reflected in the record of the hearing held on the Motion. It appears that the Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 157 and 1334; that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); that the Debtors have provided appropriate notice of the Motion and the opportunity for a hearing on the Motion under the circumstances and that no further notice is necessary; and that the relief sought in the Motion is in the best interests of the Debtors, their estates, and their creditors; and that good and sufficient cause exists for such relief.

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 herein but not otherwise defined shall have the meanings ascribed to them in the Motion.

Accordingly, it is hereby **ORDERED** as follows:

1. The Motion is **GRANTED** as set forth herein on an interim basis.
2. The Final Hearing Date shall be _____, 2012 at __:__.m. prevailing Eastern Time. Any objections or responses to entry of the final order shall be filed on or before seven business days prior to the Final Hearing Date and served on parties in interest as required by the Local Rules.
3. The Debtors are authorized, but not directed, to pay the Employee Obligations (as defined in the Motion) that have accrued by virtue of the services rendered by their employees prior to the Petition Date, subject to that certain budget (the “**Approved Budget**”) as may be amended from time to time with the consent of the Agent under the Debtors’ debtor-in-possession delayed draw term loan facility (the “**DIP Facility**”).
4. The Employee Obligations that the Debtors are authorized, but not directed, to pay include, without limitation: (i) wages, salaries and compensation; (ii) payroll taxes; (iii) vacation, sick and holiday pay; (iv) qualified 401(k) plan obligations; (v) health and welfare benefits; (vi) severance amounts; (vii) flexible spending account programs; (viii) qualified pension plans; (ix) life insurance plans; (x) miscellaneous payroll deductions; and (xi) other benefits in an aggregate amount not to exceed \$9,070,000.00 during the interim period from the date of this Order until the date that a Final Order is entered in this matter, subject to the Approved Budget under the DIP Facility.
5. The Debtors are authorized, but not directed, to continue to honor, pay and maintain, in their sole discretion, all of their employee benefits to the extent such benefits were in effect as of the Petition Date, subject to the Approved Budget under the DIP Facility.

6. The banks and other financial institutions that process, honor and pay any and all checks on account of Employee Obligations may rely on the representation of the Debtors as to which checks are issued and authorized to be paid in accordance with this Order without any duty of further inquiry and without liability for following the Debtors' instructions.

7. Neither this Order, nor the Debtors' payment of any amounts authorized by this Order, shall (i) result in any assumption of any executory contract by the Debtors; (ii) result in a commitment to continue any plan, program, or policy of the Debtors; (iii) be deemed an admission as to the validity of the underlying obligations or a waiver of any rights the Debtors may have to subsequently dispute such obligations; or (iv) impose any administrative, prepetition, or postpetition liabilities upon the Debtors.

8. Notwithstanding any other provision of this Order, no payment by the Debtors to any individual employee shall exceed the amounts set forth in 11 U.S.C. §§ 507(a)(4) and (a)(5), except upon further order of this Court.

9. Notwithstanding any other provision of this Order, no payments which implicate 11 U.S.C. § 503(c) shall be made by the Debtors, except upon further order of this Court.

10. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied by the Motion or otherwise deemed waived.

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

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

13. This Court shall retain jurisdiction to interpret and enforce this Order.

Dated: June __, 2012
Wilmington, Delaware

THE HONORABLE CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B
Form of Final Order

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

In re:

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

Debtors.

Chapter 11

Case No. 12-11564 (CSS)

(Joint Administration Pending)

FINAL ORDER AUTHORIZING PAYMENT OF PRE-PETITION WAGES, PAYROLL TAXES, CERTAIN EMPLOYEE BENEFITS AND RELATED EXPENSES, AND OTHER COMPENSATION TO EMPLOYEES AND INDEPENDENT CONTRACTORS

Allied Systems Holdings, Inc. and its U.S. and Canadian subsidiaries (collectively, the “**Debtors**”) seek authority to pay prepetition wages, payroll taxes, certain employee benefits and related expenses (the “**Motion**”).

The Court² has considered the Motion, the Declaration of Scott D. Macaulay in Support of Chapter 11 Petitions and First Day Motions, and the matters reflected in the record of the hearing held on the Motion. It appears that the Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 157 and 1334; that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); that the Debtors have provided appropriate notice of the Motion and the opportunity for a hearing on the Motion under the circumstances and that no further notice is necessary; and that the relief sought in the Motion is in the best interests of the Debtors, their estates, and their creditors; and that good and sufficient cause exists for such relief.

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 herein but not otherwise defined shall have the meanings ascribed to them in the Motion.

Accordingly, it is hereby **ORDERED** as follows:

1. The Motion is **GRANTED** as set forth herein on a final basis.
2. The Debtors are authorized, but not directed, to pay the Employee Obligations (as defined in the Motion) that have accrued by virtue of the services rendered by their employees prior to the Petition Date, subject to that certain budget (the “**Approved Budget**”) as may be amended from time to time with the consent of the Agent under the Debtors’ debtor-in-possession delayed draw term loan facility (the “**DIP Facility**”).
3. The Employee Obligations that the Debtors are authorized, but not directed, to pay include, without limitation: (i) wages, salaries and compensation; (ii) payroll taxes; (iii) vacation, sick and holiday pay; (iv) qualified 401(k) plan obligations; (v) health and welfare benefits; (vi) severance amounts; (vii) flexible spending account programs; (viii) qualified pension plans; (ix) life insurance plans; (x) miscellaneous payroll deductions; and (xi) other benefits in an aggregate amount not to exceed \$13,732,000.00, subject to the Approved Budget under the DIP Facility.
4. The Debtors are authorized, but not directed, to continue to honor, pay and maintain, in their sole discretion, all of their employee benefits to the extent such benefits were in effect as of the Petition Date, subject to the Approved Budget under the DIP Facility.
5. The banks and other financial institutions that process, honor and pay any and all checks on account of Employee Obligations may rely on the representation of the Debtors as to which checks are issued and authorized to be paid in accordance with this Order without any duty of further inquiry and without liability for following the Debtors’ instructions.
6. Neither this Order, nor the Debtors’ payment of any amounts authorized by this Order, shall (i) result in any assumption of any executory contract by the Debtors; (ii) result in a

commitment to continue any plan, program, or policy of the Debtors; (iii) be deemed an admission as to the validity of the underlying obligations or a waiver of any rights the Debtors may have to subsequently dispute such obligations; or (iv) impose any administrative, pre-petition, or post-petition liabilities upon the Debtors.

7. Notwithstanding any other provision of this Order, no payment by the Debtors to any individual employee shall exceed the amounts set forth in 11 U.S.C. §§ 507(a)(4) and (a)(5), except upon further order of this Court.

8. Notwithstanding any other provision of this Order, no payments which implicate 11 U.S.C. § 503(c) shall be made by the Debtors, except upon further order of this Court.

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

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

11. This Court shall retain jurisdiction to interpret and enforce this Order.

Dated: June ____, 2012
Wilmington, Delaware

THE HONORABLE CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

Appendix “G”

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

In re:

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

Debtors.

Chapter 11

Case No. 12-11564 (CSS)

(Joint Administration Pending)

**MOTION FOR ORDER AUTHORIZING DEBTORS
TO CONTINUE THEIR INSURANCE PROGRAMS**

Allied Systems Holdings, Inc. (“**Allied Holdings**”) and its U.S. and Canadian subsidiaries (collectively, the “**Debtors**”) respectfully submit this Motion for an Order Authorizing Debtors to Continue Their Insurance Programs (the “**Motion**”). In support of the Motion, the Debtors rely on the Declaration of Scott D. Macaulay in Support of Chapter 11 Petitions and First Day Motions (the “**Macaulay Declaration**”) and respectfully show the Court as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. § 1334. This Motion is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of this proceeding is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

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.

BACKGROUND

2. On May 17, 2012, involuntary petitions were filed against Allied Holdings and its subsidiary Allied Systems, Ltd. (L.P.) (“**Allied Systems**”) under Chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”) in this Bankruptcy Court (the “**Court**”). On June 10, 2012, the remaining Debtors filed voluntary petitions in this Court and, in connection therewith, Allied Holdings and Allied Systems consented to the involuntary petitions filed against them. The “**Petition Date**” of such Debtor is the date that such involuntary petition or voluntary petition was filed by or against such Debtor. The chapter 11 cases commenced thereby are, collectively, the “**Chapter 11 Cases.**”

3. The Debtors are authorized to operate their businesses as debtors-in-possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code. As of the date of this Motion, no official committee of unsecured creditors has been appointed by the Office of the United States Trustee

4. The Debtors’ major line of business, known in the industry as “car haul,” is the transport of light vehicles, such as automobiles, sport-utility vehicles and light trucks, from manufacturing plants, ports, auctions, and railway distribution points to automobile dealerships in the United States and Canada by means of tractor trailers referred to as “**Rigs.**” The Debtors’ smaller line of business is logistics, which includes arranging for and managing vehicle distributions services, automobile inspections, auction and yard management services, vehicle tracking, accessorizing, and dealer preparation services for the automobile industry in the United States and Canada, and providing yard management services in Mexico.

5. Additional information about the Debtors’ businesses, the events leading up to the Petition Date, and the facts and circumstances surrounding the Debtors and these Chapter 11 Cases can be found in the Macaulay Declaration, which is incorporated herein by reference.

RELIEF REQUESTED

6. By this Motion, the Debtors seek an order authorizing them to maintain their insurance programs (the “**Insurance Programs**”) in accordance with their prepetition practices, subject at all times to that certain budget (the “**Approved Budget**”) as may be amended from time to time with the consent of the agent under the Debtors’ debtor-in-possession delayed draw term loan facility (the “**DIP Facility**”) and the caps set forth in the Interim and Final Orders.

7. This includes paying the following obligations due before the commencement of the Chapter 11 Cases: (1) insurance premiums, (2) deductible reimbursement due to insurance carriers for insured commercial auto liability claims, and (3) amounts due third party administrators for benefits paid or to be paid under workers’ compensation programs with certain states for which the Debtors have self-insured retention.

8. Also, by this Motion, the Debtors seek an order authorizing them to continue to pay, in the ordinary course of business, as they become due during these Chapter 11 Cases: (1) insurance premiums and premium finance installments on insurance policies and premium finance agreements entered before or after the Petition Date, (2) deductible reimbursement on commercial auto liability claims arising before or after the Petition Date and (3) amounts due to third party administrators for administrative services and for benefits due on claims arising before or after the Petition Date under workers’ compensation programs with certain states for which the Debtors have self-insured retention.

BASIS FOR RELIEF

9. The Debtors’ Insurance Programs are essential to the continued operation of their business. Furthermore, the obligations which the Debtors seek authorization to pay generally do not diminish the estate because the obligations generally would be categorized as administrative expense claims or fully secured claims. Thus, the premiums that are being paid in installments to

the insurance carriers are largely for insurance coverage for periods following the premium due date and this coverage would generally be for a postpetition period. Likewise, the unpaid installments due to premium finance companies are secured by return premiums, which exceed the amount due under the premium finance agreements. The Debtors' outstanding obligations to reimburse insurance carriers for deductible amounts are due largely under commercial auto liability policies and are secured by cash posted with the insurance carriers as collateral. Similarly, in those states in which the Debtors have a self-insured retention for the workers compensation program, the Debtors have secured their obligation by posting cash, surety bonds, or a letter of credit with the state.

A. Overview of the Debtors' Insurance Programs

10. The major elements of the Debtors' Insurance Programs since January 1, 2006 are insurance policies, self-insured retentions, and reinsurance by Haul Insurance Ltd. ("**Haul**"), which is a wholly owned subsidiary of Allied Holdings and which functions as a captive insurance company.

11. The insurance policies insure the Debtors against liability to third parties, as well as against the Debtors' loss by virtue of damage to the Debtors' property or business. The insured liabilities to third parties include commercial automobile liability, workers' compensation liability, commercial general liability, directors' and officers' liability, fiduciary liability, fuel storage tank liability, employment practices liability, fidelity insurance liability, and environmental liability. The insurance for damage to the Debtors' property and business includes property damage and damage caused by business disruption. In addition, the Debtors maintain excess liability coverage for certain risks. Attached to this Motion as **Exhibit A** is summary of the major insurance policies in effect for the current year with respect to the

Debtors' U.S. operations. Attached to this Motion as **Exhibit B** is a summary of the major insurance policies in effect for the current year with respect to the Debtors' Canadian operations.

12. Generally, the insurance policies are issued for a term of a year and premiums are due at the beginning of the term. With respect to certain of the policies, the Debtors make arrangements to pay the premium over time. Under these arrangements, the Debtors make a down payment at the beginning of the term and pay the balance of the premium in monthly installments over a period of less than a year. With respect to certain other policies the premiums are financed by premium finance companies. Pursuant to the premium finance agreements, the premium finance company pays the annual premium on the Debtors' behalf at the inception of the policy term and the Debtors repay the advance by making a down payment to the premium finance company at the beginning of the term and by paying the balance in monthly payments over a period of less than a year. With respect to both payment of the premiums in installments and payment of installments to premium finance companies, the payment schedule is set up so that the each installment is for coverage after the due date.

13. The Debtors' two major Insurance Programs, in terms of cost, risk and importance, are its programs for commercial automobile liability and for workers' compensation liability. The Debtors cannot operate its Rigs on the U.S. or Canadian highways without commercial automobile liability insurance and cannot operate in any state or Canadian province in which it does not satisfy the state's or province's requirements with respect to workers' compensation insurance. Because the premiums for the insurance policies covering these risks are high, the Debtors pay the premiums in monthly installments, pursuant to the financing arrangements outlined above.

B. The Debtors' U.S. Commercial Auto Liability Insurance Program

14. The Debtors' commercial auto liability policies have always provided occurrence coverage, whereby accidents which occur during the term of a policy are covered by that policy even if the claim is not reported until after the end of the term. The Debtors' commercial auto liability policies have historically provided for high deductibles of \$500,000 or more until this year, when the deductible was reduced to \$250,000. The policies provide for the insurer's payment of amounts required to defend, settle or satisfy claims and for the insurer's right to reimbursement from the Debtors, up to the amount of the deductible, for the insurer's payments in settlement or satisfaction of those claims, and in some instances, for defense costs. The insurer bills the Debtors monthly for any deductible amounts which the insurer paid in the preceding month. The insurers have always required the Debtors to post security for the Debtors' payment obligation with respect to their deductible.

15. Since January 1, 2006, with the exception of 2009, the Debtors' commercial auto liability policies for U.S. operations have been issued by an insurer ("Chartis") affiliated with Chartis, Inc. As of 2012, the Debtors have posted with Chartis cash of about \$4,746,537 to secure its obligations to Chartis under the deductible provisions of the policies, as well as to secure obligations to Chartis acting in the capacity of third party administrator of the Debtor's workers' compensation program, as discussed below, in states where the Debtors have a self-insured retention and Chartis provides excess insurance coverage.

16. In 2009, the Debtors' commercial auto liability insurance policy was issued by an insurer ("Ace") affiliated with the Ace Group. The deductible amount was \$1 million per accident. The Debtors have posted with Ace cash in the amount of about \$2,009,000 to secure the Debtors' payment obligations under the deductible provision of the policy.

17. No relief is sought in this Motion for commercial auto liability insurance issued for years before 2006 for U.S. operations. Before January 1, 2006, the deductibles under the Debtors' commercial auto liability policy were reinsured by Haul. When the insurance companies which issued the pre-2006 commercial auto policies ceded the insurance to Haul, the reinsured insurance company paid Haul a reinsurance premium. Haul has used these premiums to pay deductible amounts and as collateral to support letters of credit issued for the benefit of the reinsured insurance company in order to secure Haul's remaining obligations under the reinsurance agreement.

C. The Debtors' Canadian Commercial Auto Liability Insurance Program

18. Since January 1, 2006, the Debtors' commercial auto insurance policies for Canadian operations have been issued by an insurer ("**Chartis Canada**") affiliated with Chartis Insurance Company of Canada, Inc. Until 2009, Haul reinsured deductible amounts under these auto policies. Beginning in 2009, Haul ceased reinsuring and the Debtors posted cash to secure its payment obligations with respect to deductibles. As of 2012, Chartis and Haul have together posted cash of about \$3.6 million to secure their obligations to Chartis Canada under the deductible provisions of the policies.

D. The Debtors' U.S. Worker's Compensation Insurance Program

19. In each state in which they operate, the Debtors are required to meet that state's requirements for workers' compensation insurance. In most states the Debtors meet their requirements by arranging for primary workers' compensation insurance. Workers' compensation insurance is issued annually and provides occurrence coverage, whereby the insurer is liable for all claims occurring during the policy year even if a worker injured that year fails to make a claim until a subsequent year or is entitled to payment of workers' compensation benefits in subsequent years. In a few states, the Debtors meet their requirements by

collateralizing a self-insured retention and arranging for excess insurance coverage. Chartis provides that excess insurance coverage.

20. Since January 1, 2006, the Debtors have met the workers' compensation insurance requirements of most states through primary insurance coverage provided by Chartis. These insurance policies provide "first dollar coverage," with no deductible. The premiums are based on the amount of the insured companies' anticipated payroll for the policy year. The premium is subject to a retrospective adjustment based on payroll audits after the end of the policy year. Following an annual audit, the Debtors either pay a retrospective premium owed or are refunded overpayments that were made. No relief is sought with respect to these policies except to pay premiums.

21. Since January 1, 2006, the Debtors have met their workers' compensation insurance requirements in the states of Georgia, Missouri and Ohio, by collateralizing a self-insured retention ("**SIR**") and by providing insurance ("**Excess Insurance**") for liability in excess of the SIR, up to the states' statutory limits. In Georgia and Missouri, the SIR is \$500,000 per occurrence and in Ohio the SIR is \$350,000 per occurrence. To collateralize its SIR in Georgia, the Debtors have provided Georgia with cash collateral of \$1.81 million. To collateralize its SIR in Missouri, the Debtors have provided Missouri with collateral of \$550,000 in U.S. Treasury Bonds held in escrow, a surety bond in the amount of \$1.9 million issued by Fidelity and Deposit Co. of Maryland, and another bond in the amount of \$250,000. To collateralize its SIR in Ohio, the Debtors have provided Ohio with collateral of \$1.748 million in cash.

22. Until July 1, 2008, the Debtors met their workers' compensation requirement in Florida by collateralizing their SIR and by providing Excess Insurance. To collateralize their

SIR in Florida, the Debtors have posted a letter of credit issued by Fidelity Bank in the amount of \$973,000 and have collateralized the letter of credit by posting cash with Fidelity Bank. Since July 1, 2008, the Debtors have met their workers' compensation requirement in Florida by arranging for Chartis to provide primary insurance coverage with no deductible, as described in paragraph 18 of this Motion.

23. Similarly, until July 1, 2004, the Debtors met their workers' compensation requirement in Kentucky by collateralizing their SIR and by providing Excess insurance. To collateralize their SIR in Kentucky, the Debtors posted a surety bond in the amount of \$3,780,526. There are only seven open claims in Kentucky under that SIR. For periods after July 1, 2004, the Debtors have met their workers' compensation requirement in Kentucky by arranging for primary insurance coverage with no deductible.

24. Chartis acts as third party administrator with respect to the Debtors' self-insurance retention programs for years since January 1, 2006. Chartis advances the amount necessary to pay claims and seeks reimbursement from the Debtors. The collateral posted with Chartis secures the Debtors' reimbursement obligation. For earlier years Broadspire Services, Inc. ("**Broadspire**") acts as third party administrator. Broadspire advances the amount necessary to pay smaller claims and seeks reimbursement from the Debtors. With respect to larger claims, the Debtors prepay Broadspire for the amount of these claims.

E. The Debtors' Canadian Workers' Compensation Program

25. In Canada, the Debtors are required to pay workers' compensation premiums to seven provincial agencies to insure the Debtors' Canadian workers in the case of work-related injuries or illnesses. The provincial agency pays benefits to the workers. One essential determinant of the premium calculation in all provinces is the amount of payroll.

26. Premium calculation, payment schedules and retrospective premium adjustment vary among the provinces. In some provinces payroll for a given year is estimated. In others, the premiums are based on the actual payroll for a given month. In one province, the premium for the year is due at the beginning of the year. In other provinces the premiums are due monthly or quarterly. In some provinces the retrospective adjustment is solely on the difference between estimated payroll and actual payroll. In other provinces the retrospective adjustment is based also on the difference between the amount of expected claims and the amount of actual claims.

F. The Necessity of Continuing the Debtors' Insurance Programs

27. As stated above, the Debtors' the Debtors' Insurance Programs for commercial auto liability program and workers' compensation program are most crucial. To the extent a premium payment, a SIR payment or a deductible reimbursement payment became due prepetition or becomes due postpetition, the Debtors seek authority, in their discretion, to make such payments in the same manner that such payments were made prior to the Petition Date.

28. Debtors' other Insurance Programs should also be maintained. The Debtors would not be operating their business prudently if they were not maintained. Moreover, pursuant to the terms of many of their leases and commercial contracts, as well as the guidelines established by the United States Trustee, the Debtors are obligated to remain current with respect to certain of their primary insurance policies.

G. Major Amounts Due and Becoming Due

29. The amount of about \$816,000 is due to Chartis on June 1, 2012 for the final annual premium for commercial auto liability, workers' compensation liability (primary and excess), and commercial general liability. The amount of about \$1.2 million was billed by Chartis before the commencement of the Chapter 11 Cases for deductible reimbursement and for reimbursement of advances made by Chartis as third party administrator of workers'

compensation programs. On July 1, 2012, three premium finance installments totaling \$152,397 will become due. Also on July 1, 2012, a premium of \$67,699 will be due for property insurance. In addition, monthly deductible reimbursement and reimbursement of self-insured retention on commercial auto liability claims and workers' compensation claims averages about \$430,000 monthly. Also, premiums are due periodically on Canadian workers' compensation insurance.

H. Authorities

30. The statutory predicates for the relief sought herein are Sections 363(b)(1) and 105(a) of the Bankruptcy Code. Courts in this District regularly authorize debtors to maintain insurance coverage where, as here, it is in the best interests of the estates. *See, e.g., In re Filene's Basement, Inc.*, Case No. 09-11525 (MFW) (Bankr. D. De. May 5, 2009); *In re AbitibiBowater, Inc.*, Case No. 09-11296 (KJC) (Bankr. D. Del Apr. 17, 2009); *In re Sportsman's Warehouse, Inc.*, Case No. 09-10990 (CSS) (Bankr. D. Del. Mar. 23, 2009); *In re Masonite Corp.*, Case No. 09-10844 (PJW) (Bankr. D. Del. Mar. 17, 2009; *In re Nortel Networks, Inc.*, Case No. 09-10138 (KG) (Bankr. D. Del. Jan. 15, 2009); *In re Motor Coach Industries International, Inc.*, Case No. 08-12136 (BLS) (Bankr. D. Del. Sept. 16, 2008) (interim order). Because of the necessity of maintaining the Debtors' Insurance Programs, similar relief is appropriate in these Chapter 11 Cases.

31. Any payments made by the Debtors under the authority of the Court are not, and shall not be deemed, an admission as to the validity of the underlying obligations, a waiver of any rights the Debtors may have to subsequently dispute such obligations, or an assumption of any agreements, contracts or leases under Section 365 of the Bankruptcy Code. Furthermore, nothing herein is meant to seek relief from the automatic stay under §362 of the Bankruptcy Code.

32. Based on the foregoing, the Debtors submit the relief requested is necessary and appropriate, is in the best interests of their estates and creditors, and should be granted in all respects.

I. Satisfaction of Requirements of Bankruptcy Rule 6003 as to Interim Relief

33. As noted above, maintenance of insurance is necessary in order for the Debtors to operate their business and payments required to maintain such insurance are currently due or are coming due within 21 days of the Petition Date. Thus, the interim insurance relief is vital to avoid immediate and irreparable harm. Accordingly, the Debtors submit that Bankruptcy Rule 6003 is satisfied.

J. Waiver of Bankruptcy Rule 6004(a) and 6004(h)

34. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay provided under Bankruptcy Rule 6004(h).

NOTICE

35. Notice of this Motion has been provided via facsimile, overnight delivery service, electronic transmission or same-day messenger service to: (i) the Office of the United States Trustee for the District of Delaware; (ii) counsel for the agent for the Debtors' proposed debtor-in-possession lenders; (iii) counsel for The CIT Group/Business Credit, Inc., as resigning agent under the Debtors' first lien credit agreement, counsel for BDCM Opportunity Fund II, LP, Black Diamond CLO 2005-1 Adviser L.L.C. and Spectrum Investment Partners LP and each other lender under the Debtors' first lien credit agreement; (iv) counsel for The Bank of New York Mellon, in its capacity as administrative agent and collateral agent under the Debtors' second lien credit agreement; (v) the Debtors' twenty (20) largest unsecured creditors listed in

the Debtors' consolidated list of creditors (excluding insiders); (vi) Bank of America, Fidelity National Bank, J.P. Morgan Chase Bank and Bank of Nova Scotia, which are the banks with which the Debtors maintain their primary banking relationships; and (vii) all other persons requesting notices. As this Motion is seeking "first day" relief, within two (2) business days of the hearing on this Motion, the Debtors will serve copies of this Motion and any order entered in respect to this Motion as required by Local Rule 9013-1(m). In light of the expedited nature of the relief requested, the Debtors respectfully submit that no further notice is necessary.

CONCLUSION

WHEREFORE the Debtors respectfully request entry of an order granting the relief requested herein, and granting the Debtors such other and further relief as may be just. A form of Interim Order is attached as **Exhibit C** hereto and a form of Final Order is attached as **Exhibit D** hereto.

Dated: June 11, 2012
Wilmington, Delaware



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Proposed Counsel for the Debtors

EXHIBIT A

Summary of Debtors' U.S. Insurance

Coverage	Effective Date	Expiration Date	Insurer	Policy Number	Limits & Description
Commercial Automobile Liability All Other States	1/1/12	1/1/13	Illinois National Insurance Company	AL0949279	Combined Single Limit \$5,000,000 Any One Accident \$250,000 Deductible
Commercial General Liability	1/1/11	1/1/13	National Union Fire Insurance Company	GL0949396	Bodily Injury and Property Damage Combined \$25,000,000 General Aggregate \$5,000,000 Products/Completed Operations Aggregate \$5,000,000 Personal and Advertising Injury \$5,000,000 Each Occurrence
Workers Compensation	1/1/12	1/1/13	New Hampshire Insurance Company	WC001705119	AOS
			New Hampshire Insurance Company	WC001705120	CA
			Commerce & Industry Ins Company	WC001705125	MA, WA WI
			National Union Fire Insurance Company	WC0910913	Ohio: \$350,000 SIR
			National Union Fire Insurance Company	WC0910912	Georgia & Missouri: \$500,000 SIR
			Illinois National Insurance Company	WC001705121	Florida
Excess Liability - 10X5	1/1/12	1/1/13	Illinois National Insurance Company	DPB 170 51 26	Deductible Buyback - GA
Excess Liability - 10X5	1/1/12	1/1/13	Lexington Insurance Company	005631584	\$10,000,000 Annual Aggregate Excess of Underlying Policy \$10,000,000 Each Occurrence Excess of Underlying Policy
Excess Liability - 10X15	1/1/12	1/1/13	Chartis Insurance Company	BE3298594	\$10,000,000 Annual Aggregate Excess of \$15,000,000 Excess of Primary \$10,000,000 Each Occurrence Excess of \$15,000,000 Excess of Primary
Excess Liability - 25X25	1/1/12	1/1/13	Interstate Fire & Casualty	HFX-000-485-59959	\$25,000,000 Annual Aggregate Excess of \$25,000,000 Excess of Primary \$25,000,000 Each Occurrence Excess of \$25,000,000 Excess of Primary
Excess Liability	1/1/12	1/1/13	Lexington Insurance Company	17790017	\$25,000,000 Annual Aggregate Excess of \$50,000,000 Excess of Primary \$25,000,000 Each Occurrence Excess of \$50,000,000 Excess of Primary
Excess Liability Punitive Damages	1/1/12	1/1/13	Chartis Excess Limited	13631142	\$10,000,000 Excess of \$5,000,000 Layer
Excess Liability Punitive Damages	1/1/12	1/1/13	Chartis Excess Limited	18330552	\$10,000,000 Excess of \$15,000,000 Layer

Coverage	Effective Date	Expiration Date	Insurer	Policy Number	Limits & Description
Excess Liability Punitive Damages	1/1/12	1/1/13	Chartis Excess Limited	13631144	\$25,000,000 Excess of \$50,000,000 Layer
Directors & Officers Liability	5/29/12	5/29/13	Lexington Insurance Company	20721470	\$15,000,000 For any one Claim and Aggregate Side A Cover Excess of \$15,000,000 Side A and B Sublimit for Coverage B Organization \$15,000,000 \$250,000 Deductible Securities Claims & Employment Practices
Excess D&O Punitive Wrap	5/29/12	5/29/13	Chartis Excess Limited	12714373	Directors & Officers \$15,000,000 Follows Policy # 20721470
Excess Directors & Officers - \$10M x \$1	5/29/12	5/29/13	XL Specialty Insurance Company	ELU125698-12	\$10,000,000 Aggregate each policy Period
Excess Directors & Officers - \$25M x \$2	5/29/12	5/29/13	XL Specialty Insurance Company	ELU125697-12	\$25,000,000 Aggregate each policy Period
Employment Practices Liability	10/1/11	10/1/12	Axis Insurance Company	MCN75536701/2011	\$10,000,000 For any one Claim and Aggregate (including defense cost) Policy Excess for each claim \$250,000 Deductible: \$250,000
Fiduciary Liability, Crime Coverage, Special Crime K&R	10/1/11	10/1/12	CHUBB - Federal Insurance Company	8210-7842	\$10,000,000 Each Claim Total Limit and Aggregate (Including Defense) \$10,000 Deductible
Professional Services - Pastoral Counseling Services	10/1/11	10/1/12	Evanston Insurance Company	SM-882593	\$1,000,000 Liability Limit \$3,000,000 Aggregate \$5,000 Deductible
Property: Including Motor Truck and Cargo and Auto Physical Damage	6/1/12	6/1/13	Continental Casualty (CNA)	RMP2082565860	\$35,000,000 Loss Limit applicable to Fixed Real and Personal Property \$1,000,000 Blanket Business Interruption Deductible: \$10,000 all loss or damage \$250,000 Cargo and Company owned equipment Subject to Sublimits and additional deductibles listed within the policy
Property Flood	11/27/11	11/27/12	Hartford Fire Insurance Co	99012295402011	3300 Almonaster Ave, New Orleans, LA / Maintenance \$191,400 Building \$157,000 Contents Deductible: \$5,000
Property Flood	11/27/11	11/27/12	Hartford Fire Insurance Co	99012295412011	3300 Almonaster Ave, New Orleans, LA / Office \$66,600 Building \$26,000 Contents Deductible: \$5,000

Coverage	Effective Date	Expiration Date	Insurer	Policy Number	Limits & Description
Storage Tank Liability – Florida	1/21/2012	1/21/2013	Commerce & Industry - UST	017778404	\$1,000,000 Each Incident (Scheduled Locations Only) \$1,000,000 Aggregate Deductible: \$5,000
Storage Tank Liability – Florida	1/21/2012	1/21/2013	Commerce & Industry - AST	017778405	\$1,000,000 Each Incident (Scheduled Locations Only) \$1,000,000 Aggregate Deductible: \$5,000
Storage Tank Liability - AOS	3/15/2012	3/15/2013	Illinois Union Insurance Company c/o ACE Environmental Risk	Claims Made Policy G24552196001	\$1,000,000 Per Storage Tank Incident Limit (UST's) \$1,000,000 Per Storage Tank Incident Limit (AST's) \$2,000,000 Annual Aggregate (UST's) \$2,000,000 Annual Aggregate (AST's) \$4,000,000 Aggregate Total Limit (UST & AST - Exclusive of Legal Defense) \$2,000,000 Aggregate Legal Defense Expense Limit Deductible: \$25,000
NOT RENEWED					
Property Flood	11/27/10	11/27/11	Hartford Fire Insurance Co	99012940762009	300 Victoria Ter, Ridgefield, NJ \$300,000 Building \$110,000 Contents Deductible: \$5,000
Property Flood	4/16/11	4/16/12	Hartford Fire Insurance Co Petersburg, VA	87019325452011	999 Wagner Rd, Petersburg, VA \$120,000 Building \$66,200 Contents Deductible: \$5,000

EXHIBIT B

Summary of Debtors' Canadian Insurance

Coverage	Effective Date	Expiration Date	Insurer	Policy Number	Summary
Automobile Allied Systems (Canada) Co. and Axis Canada Company	1/1/2012	1/1/2013	Chartis Insurance Company of Canada	RMBA 1245075	\$5,000,000 Per Occurrence - Third Party Liability - Bodily Injury & Property Damage Included - Accident Benefits, Uninsured Automobile, Direct Compensation Property Damage Included - All Perils \$250,000 Per Occurrence \$2,500 or \$5,000 Physical Damage for Ontario Owner-Operators, as scheduled Per Policy Form
				Deductible/Retention Exclusions or Conditions	
Garage Automobile Allied Systems (Canada) Co. and Axis Canada Company	1/1/2012	1/1/2013	Chartis Insurance Company of Canada	RMBA 1245076	\$5,000,000 Per Occurrence - All Perils Physical Damage Included - Accident Benefits, Uninsured Automobile, Direct Compensation Property Damage \$125,000 Per Occurrence - Comprehensive & Collision Damage to Customer's Vehicles \$40,000 - Per Occurrence - Third Party Liability \$40,000 - Per Occurrence - Comprehensive & Collision Damage to Customer's Vehicles Per Policy Form
				Deductible/Retention Exclusions or Conditions	
Commercial General Liability Allied Systems (Canada) Company and Axis Canada Company	1/1/2012	1/1/2013	Chartis Insurance Company of Canada	RMGL 9895632	\$5,000,000 - Per Occurrence - Bodily Injury & Property Damage \$5,000,000 - Aggregate Products & Completed Operations \$5,000,000 - Personal & Advertising Injury \$5,000,000 - Employee Benefits Liability Limit (Gen Agg.) \$5,000,000 - Employer's Liability Limit (Per occurrence) \$5,000,000 - Non-Owned Automobile Liability \$2,500,000 - Forest Fire Fighting \$2,500,000 - Tenant's Legal Liability \$ 50,000 - Per Occurrence - SEF 94 Legal Liability for Damage to Hired Autos \$ 5,000 - Per Claimant - Medical Expense \$ 25,000 - Per Accident - Medical Expense \$25,000 - Per Occurrence - Bodily Injury and Property Damage \$ 2,000 - Per Occurrence - SEF 94 Legal Liability for Damage to Hired Autos Per Policy Form
				Deductible/Retention Exclusions or Conditions	
Truckerman's Legal Liability (CARGO) Allied Systems (Canada) Company	1/1/2012	1/1/2013	Chartis Insurance Company of Canada	24252345	\$5,000,000 - At scheduled locations \$1,000,000 - Any Terminal Location - Up to 30 days \$ 250,000 - Any one occurrence - Any one cargo carrying vehicle \$ 100,000 - Pollution Clean-up (180 days) \$ 100,000 - Preservation of Property \$ 100,000 - Debris Removal \$ 100,000 - Freight Charges \$ 500,000 - Contingent Cargo \$250,000 - Per Occurrence (does not reduce policy limit) A. Terrorism Exclusion B. Cyber Exclusion C. Millennium Exclusion D. Biological Exclusion E. Locked Key Warranty F. "Acts of God" including Flood, Quake, Wind, and Hail are excluded 1. 1790 Provincial Road, RR 1, Windsor, ON N9A 6J3 2. 1005 Derwent Way, Annacis Island, New Westminster, Vancouver, BC V3M 5R4 3. 235100 Ryan Road SE, Rocky View, AB T1X 0K3 4. 12210 - 17th Street NE, Edmonton, AB R2J 0K6 5. 736 Marion Street, Winnipeg, MB R2J 0K6 6. North Park Drive, Gate 2, Bramalea, ON L6T 4Y6 7. 6151 Colonel Talbot Road, London, ON N6P1J2
				Deductible/Retention Exclusions or Conditions Schedule of Locations	

Coverage	Effective Date	Expiration Date	Insurer	Policy Number	Summary
Property Allied Systems (Canada) Company and Axis Canada Company	1/1/2012	1/1/2013	Chartis Insurance Company of Canada	24252346	\$6,000,000 - Per Occurrence - Property All Risk \$6,000,000 - Per Occurrence - Earthquake & Flood \$6,000,000 - Aggregate - Earthquake & Flood \$1,000,000 - Per Occurrence - Extra Expense \$ 100,000 - Accounts Receivable \$ 100,000 - Valuable Papers \$ 250,000 - Data Processing \$ 25,000 - Transit 10% of building value - By-laws (Subject to a maximum of \$2,500,000 per location) \$1,000,000 - Unnamed locations \$1,000,000 - Off Premises Power \$ 250,000 - Pollution Cleanup and Removal \$1,000,000 - Newly Acquired Property - 60 days \$1,000,000 - Course of Construction \$ 100,000 - Property of Others \$ 100,000 - Fine Arts \$ 100,000 - Professional Fees, excluding Public Adjusters \$ 100,000 - Errors & Omissions \$1,000,000 - Debris Removal \$ 500,000 - Consequential Loss \$ 25,000 - Extinguishing Materials Expense \$10,000 - Per Occurrence - Property All Risk 5%/\$250,000 min - Earthquake in BC and PQ 3%/\$100,000 min - Earthquake anywhere else \$100,000 - Per Occurrence - Flood A. Replacement Cost Valuation B. 60 Days Notice of Cancellation C. Permissions Clause D. Automatic Reinstatement of Limits - except for Flood and Quake E. Liberalization Clause F. Off Premises Power - 24 hour waiting period A. Terrorism Exclusion B. Data Exclusion C. Mold Excluding D. Biological Exclusion E. Millennium Endorsement F. Margin Clause 110%
					Deductible/Retention Coverage Detail Exclusions or Conditions
Machinery Breakdown Allied Systems (Canada) Company and Axis Canada Company	1/1/2012	1/1/2013	Royal and SunAlliance Insurance Company of Canada	EBI 023133836	\$6,000,000 - Per Accident - Combined Property Damage and BI SUB-LIMITS: Included - Expediting Expenses to Policy Limit \$5,000,000 - Extra Expense \$1,000,000 - Errors & Omissions \$ 500,000 - Water Damage \$ 500,000 - Ammonia Contamination \$ 500,000 - Hazardous Contamination \$ 500,000 - Professional Fees \$ 50,000 - Data & Media \$ 50,000 - Mold (120 days) \$1,000 - Per Accident - Property Damage 24 Hour - Per accident waiting period - Business Interruption
					Deductible/Retention

Coverage	Effective Date	Expiration Date	Insurer	Policy Number	Summary
					A. Standard Comprehensive Form B. Repair or Replacement Cost C. Extra Expense - 100% 1st month limit of loss \$5,000,000 D. By-Laws E. Service Interruption - Insured Premises only - Extra Expense only z8no distance restriction) F. "In Use Connected Ready for Use" amended G. Civil Authority - 6 weeks H. Automated Coverage - 365 Days - Physical Damage - Sublimity - BI \$5,000,000 I. Currency Clause J. Liberalization Clause K. Mortgage Clause L. Brands & Labels M. Selling Price N. Pressure, Mechanical and Electrical objects mounted on or forming part of any power shovel, excavator, dragline or any portable or mobile equipment O. Pressure, Mechanical & Electrical Objects mounted on any conveyor belt, cable, elevator, escalator, crane or hoist Terrorism Exclusion Cyber Risk Exclusion Date Recognition Property Perils Coverage Detail Exclusions or Conditions

Environmental Impairment Liability Allied Holdings Limited	1/1/2012	1/1/2013	AIG Environmental	PLS 8087571	\$1,000,000 - Each Incident/Accident for the following Coverage Sections Listed Below A. On-Site Clean-up of Pre-Existing Conditions B. On-Site Clean-up of New Conditions C. Third Party Claims for On-Site Bodily Injury and Property Damage D. Third Party Claims for Off-Site Clean-up Resulting from Pre-existing conditions E. Third Party Claims for Off-Site Clean-up Resulting from new conditions F. Third Party Claims for Off-Site Bodily Injury and Property Damage G. Pollution Conditions resulting from transported cargo \$50,000 - Each Incident Terrorism Exclusion War Exclusion UST Exclusion Material change in Use of Insured Property Exclusion Coverage Section: Deductible/Retention Exclusions or Conditions
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Terrorism Allied Systems (Canada) Company	1/1/2012	1/1/2013	ARCH Insurance Company	TER0037373-02	CAD \$13,000,000 - Each Occurrence CAD \$13,000,000 - Annual Aggregate A. Non-Cancelable (other than non-payment of premium) B. Law & Jurisdiction - Canadian C. An Act of Terrorism means an act, including the use of force or violence, of any persons or group(s) of persons, whether acting alone or on behalf of or in connection with any organization (s) committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes. D. An Act of Sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes. E. Debris Removal F. Professional Fee G. Demolition and Increase in Cost of Construction CAD - \$12,828,720 CAD - \$50,000 Coverage Section: Insurable Values Deductible/Retention
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Coverage	Effective Date	Expiration Date	Insurer	Policy Number	Summary
					<p>Perils:</p> <p>A. Loss or damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused.</p> <p>B. Loss or damage occasioned directly or indirectly by war, invasion or wartime operations (whether war be declared or not), hostile acts of sovereign or government entities, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or martial law or confiscation by order of any Government or public authority.</p> <p>C. Loss or damage caused by confiscation, nationalization requisition, detention, legal or illegal occupation, seizure, embargo, quarantine, or any result of any order of public or government authority which deprives the insured of the use of value of the Property insured, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade.</p> <p>D. Loss or damage directly or indirectly arising from or in consequence of the discharge of pollutants or corrosion.</p> <p>E. Loss or damage by chemical or biological release or exposure of any kind.</p>
				Exclusions or Conditions	<p>A. Land or Land Values</p> <p>B. Power Transmission or feeder lines outside of the Insured's premises unless such transmission or feeder lines have been declared to and agreed by Underwriters.</p> <p>C. Aircraft or any other aerial device or watercraft</p> <p>D. Any land conveyance, including vehicles, locomotives or rolling stock, unless such land conveyance is declared</p> <p>E. Animals, plants and living things of all types</p>
				Property	
Directors and Officers Liability	5/29/2011	5/29/2012	Chartis Insurance Company of Canada	01-881-23-76	<p>Liability Aggregate: \$15,000,000 U.S.</p> <p>Crisis Management fund for D&O: \$75,000 U.S.</p> <p>Deductible/Retention: \$250,000 U.S.</p>

EXHIBIT C

Form of Interim Order

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

In re:

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

Debtors.

Chapter 11

Case No. 12-11564 (CSS)

(Joint Administration Pending)

**INTERIM ORDER GRANTING MOTION OF DEBTORS
FOR ORDER AUTHORIZING DEBTORS TO CONTINUE
THEIR INSURANCE PROGRAMS**

This matter is before the Court² on the motion of Allied Systems Holdings, Inc. and certain of its direct and indirect wholly-owned subsidiaries, the debtors and debtors in possession herein (collectively, the “**Debtors**”), for authority to continue their Insurance Programs (the “**Motion**”).

The Court has considered the Motion, the Declaration of Scott D. Macaulay in Support of Chapter 11 Petitions and First Day Motions, and the matters reflected in the record of the hearing held on the Motion. It appears that the Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 157 and 1334; that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); that the Debtors have provided appropriate notice of the Motion and the opportunity for a hearing on the Motion under the circumstances and that no further notice is necessary; and that the relief

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 not otherwise defined herein shall have the meanings ascribed to them in the Motion.

sought in the motion is in the best interests of the Debtors, their estates, and their creditors; and that good and sufficient cause exists for such relief.

Accordingly, it is hereby **ORDERED** as follows:

1. The Motion is **GRANTED** as set forth herein on an interim basis.
2. In addition, a Final Hearing with respect to the Motion shall be held on _____, 2012 at __:__ a.m./p.m. prevailing Eastern Time. Any objections or responses to the Motion shall be filed on or before _____, __, 2012, and served on parties in interest as required by the Local Rules.
3. The Debtors are hereby: (a) authorized to maintain their Insurance Programs in accordance with their prepetition practice, (b) authorized, but not required, to pay the following obligations due before the commencement of the Chapter 11 Cases: (i) insurance premiums, (ii) deductible reimbursement due to insurance carriers for insured commercial auto liability claims, and (iii) amounts due third party administrator for benefits paid or to be paid under workers' compensation programs with certain states for which the Debtors have self-insured retention, and (c) authorized, but not required, to pay in the ordinary course of business, as they become due during these Chapter 11 Cases: (i) insurance premiums and premium finance installments on insurance policies and premium finance agreements entered before or after the Petition Date, (ii) deductible reimbursement on commercial auto liability claims arising before or after the Petition Date and (iii) amounts due to third party administrators for administrative services and for benefits due on claims arising before or after the Petition Date under workers' compensation programs with certain states for which the Debtors have self-insured retention.
4. Payment of any prepetition amounts described in the foregoing paragraph 3 of this Order is capped at \$1,000,000 pending the Final Hearing. Further, all payments made pursuant

to this Order are subject at all times to that certain budget as may be amended from time-to-time with the consent of the Agent under the Debtors' debtor-in-possession delayed draw term loan facility.

5. Any payments made by the Debtors pursuant to this Order are not, and shall not be deemed, an admission as to the validity of the underlying obligations, a waiver of any rights the Debtors may have to subsequently dispute such obligations, or an assumption of any agreements, contracts or leases under Section 365 of the Bankruptcy Code.

6. Nothing in this Order is intended or shall be construed to constitute relief from the automatic stay under Section 362 of the Bankruptcy Code.

7. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied by the Motion or otherwise deemed waived.

8. To the extent the fourteen-day stay of Bankruptcy Rule 6004(h) may be construed to apply to the subject matter of this Order, such stay is hereby waived.

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

10. This Court shall retain jurisdiction to interpret and enforce this Order.

Dated: June __, 2012
Wilmington, Delaware

THE HONORABLE CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT D

Form of Final Order

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

In re:

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

Chapter 11

Case No. 12-11564 (CSS)

(Joint Administration Pending)

**FINAL ORDER GRANTING MOTION OF DEBTORS FOR
ORDER AUTHORIZING DEBTORS TO CONTINUE
THEIR INSURANCE PROGRAMS**

This matter is before the Court² on the motion of Allied Systems Holdings, Inc. and certain of its direct and indirect wholly-owned subsidiaries, the debtors and debtors in possession herein (collectively, the “**Debtors**”), for authority to continue their Insurance Programs (the “**Motion**”).

The Court has considered the Motion, the Declaration of Scott D. Macaulay in Support of Chapter 11 Petitions and First Day Motions, and the matters reflected in the record of the hearing held on the Motion. It appears that the Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 157 and 1334; that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); that the Debtors have provided appropriate notice of the Motion and the opportunity for a hearing on the Motion under the circumstances and that no further notice is necessary; and that the relief

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 not otherwise defined herein shall have the meanings ascribed to them in the Motion.

sought in the motion is in the best interests of the Debtors, their estates, and their creditors; and that good and sufficient cause exists for such relief.

Accordingly, it is hereby **ORDERED** as follows:

1. The Motion is **GRANTED** as set forth herein on a final basis.
2. The Debtors are hereby: (a) authorized to maintain their Insurance Programs in accordance with their prepetition practice, (b) authorized, but not required, to pay the following obligations due before the commencement of the Chapter 11 Cases: (i) insurance premiums, (ii) deductible reimbursement due to insurance carriers for insured commercial auto liability claims, and (iii) amounts due third party administrator for benefits paid or to be paid under workers' compensation programs with certain states for which the Debtors have self-insured retention, and (c) authorized, but not required, to pay in the ordinary course of business, as they become due during these Chapter 11 Cases: (i) insurance premiums and premium finance installments on insurance policies and premium finance agreements entered before or after the Petition Date, (ii) deductible reimbursement on commercial auto liability claims arising before or after the Petition Date and (iii) amounts due to third party administrators for administrative services and for benefits due on claims arising before or after the Petition Date under workers' compensation programs with certain states for which the Debtors have self-insured retention.
3. Payment of any prepetition amounts described in the foregoing paragraph 3 of this Order is capped at \$_____ (inclusive of the \$1,000,000 cap authorized by the Interim Order). Further, all payments made pursuant to this Order are subject at all times to that certain budget as may be amended from time-to-time with the consent of the Agent under the Debtors' debtor-in-possession delayed draw term loan facility.

4. Nothing in this Order is intended or shall be construed to constitute relief from the automatic stay under Section 362 of the Bankruptcy Code.

5. To the extent the 14-day stay of Bankruptcy Rule 6004(h) may be construed to apply to the subject matter of this Order, such stay is hereby waived.

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

7. This Court shall retain jurisdiction to interpret and enforce this Order.

Dated: June __, 2012
Wilmington, Delaware

THE HONORABLE CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

Appendix “H”

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

In re:

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

Debtors.

Chapter 11

Case No. 12-11564 (CSS)

(Joint Administration Pending)

**MOTION OF THE DEBTORS FOR ORDER PURSUANT TO 11 U.S.C. §§ 105(a) AND
363(b) AUTHORIZING PAYMENT OF PREPETITION CUSTOMS DUTIES AND
CLAIMS OF COMMON CARRIERS AND WAREHOUSEMEN AND AUTHORIZING
THE DEBTORS TO HONOR CERTAIN PREPETITION CARGO CLAIMS AND
AUTHORIZING FINANCIAL INSTITUTIONS TO HONOR AND PROCESS CHECKS
AND TRANSFERS RELATED TO SUCH CLAIMS**

Allied Systems Holdings, Inc. (“**Allied Holdings**”) and its U.S. and Canadian subsidiaries (collectively, the “**Debtors**”) respectfully submit this Motion of Debtors for Order Pursuant to 11 U.S.C. §§ 105(a) and 363(b) Authorizing Payment of Prepetition Customs Duties Claims of Common Carriers and Warehousemen, Authorizing the Debtors to Honor Certain Prepetition Cargo Claims, and Authorizing Financial Institutions to Honor and Process Checks and Transfers Related to Such Claims (the “**Motion**”). In support of the Motion, the Debtors respectfully states as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. § 1334. Consideration of this Motion is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of this proceeding is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

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.

BACKGROUND

2. On May 17, 2012, involuntary petitions were filed against Allied Holdings and its subsidiary Allied Systems, Ltd. (L.P.) (“**Allied Systems**”) under Chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”) in this Bankruptcy Court (the “**Court**”). On June 10, 2012, the remaining Debtors filed voluntary petitions in this Court and, in connection therewith, Allied Holdings and Allied Systems consented to the involuntary petitions filed against them. The “**Petition Date**” of such Debtor is the date that such involuntary petition or voluntary petition was filed by or against such Debtor. The chapter 11 cases commenced thereby are, collectively, the “**Chapter 11 Cases.**”

3. The Debtors are authorized to operate their businesses as debtors-in-possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code. As of the date of this Motion, no official committee of unsecured creditors has been appointed by the Office of the United States Trustee.

4. The Debtors’ major line of business, known in the industry as “car haul,” is the transport of light vehicles, such as automobiles, sport-utility vehicles and light trucks, from manufacturing plants, ports, auctions, and railway distribution points to automobile dealerships in the United States and Canada by means of tractor trailers referred to as “**Rigs.**” The Debtors’ smaller line of business is logistics, which includes arranging for and managing vehicle distributions services, automobile inspections, auction and yard management services, vehicle tracking, accessorizing, and dealer preparation services for the automobile industry in the United States and Canada, and providing yard management services in Mexico.

5. Additional information about the Debtors’ businesses, the events leading up to the Petition Date, and the facts and circumstances surrounding the Debtors and these Chapter 11 Cases can be found in the Declaration of Scott D. Macaulay in Support of Chapter 11 Petitions

and First Day Motions (the “**Macaulay Declaration**”), which is incorporated herein by reference.

RELIEF REQUESTED

6. By this Motion, the Debtors seek entry of an order (a) authorizing them, in their sole discretion, to pay the prepetition Custom Duties, Common Carrier Claims, and Warehousemen Claims (as such terms are defined below) and maintain their ordinary course of business practices in respect thereof as such practices were followed prior to the Petition Date, and (b) authorizing and directing applicable banks and other financial institutions to receive, process, and pay any and all checks and other transfers related to such claims.

7. The Debtors further request entry of an order authorizing the Debtors, in their sole discretion and as necessary, to honor and pay customer claims for damaged cargo incurred prior to the Petition Date (“**Cargo Claims**”). Payment of the Cargo Claims is crucial to the Debtors’ relationships with their customers and thus to the Debtors’ financial well-being. Without assurance that the Debtors are authorized to pay Cargo Claims, customers could withhold payments of amounts due to the Debtors in order to preserve whatever right of offset they may assert.

8. The Debtors estimate that approximately \$2,000,000.00 in pre-petition U.S. and Canadian Cargo Claims, pre-petition Customs Duties, pre-petition Common Carrier Claims, and pre-petition Warehousemen Claims (as these terms are defined herein) will be due and owing within twenty-one (21) days after the Petition Date. These amounts include both claims the Debtors have received, reviewed and approved for payment as well as unapproved claims that are believed to have been incurred as of the Petition Date based on historical practice.

9. The Debtors further estimate that the total amount of pre-petition U.S. and Canadian Cargo Claims, pre-petition Customs Duties, pre-petition Common Carrier Claims, and

pre-petition Warehousemen Claims (as these terms are defined herein) will be approximately \$3,500,000.00 (inclusive of the above-stated amount due within twenty-one (21) days). These amounts include both claims the Debtors have received, reviewed and approved for payment as well as unapproved claims that are believed to have been incurred as of the Petition Date based on historical practice.

10. The statutory predicates for the relief sought herein are §§ 105(a) and 363(b) of the Bankruptcy Code.

BASIS FOR RELIEF

11. This Court has the authority to grant the relief requested herein pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code. Section 363(b)(1) of the Bankruptcy Code provides that the “trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Moreover, Section 105(a) of the Bankruptcy Code allows the Court to authorize payments on account of certain prepetition claims when necessary. Section 105(a) of the Bankruptcy Code provides, in relevant part, that “[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a).

12. A bankruptcy court’s use of its equitable powers under Bankruptcy Code Section 105(a) to “authorize the payment of pre-petition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept.” *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 176 (Bankr. S.D.N.Y. 1989). “Under [§ 105] the court can permit pre-plan payment of a pre-petition obligation when essential to the continued operation of the debtor.” *In re NVR L.P.*, 147 B.R. 126, 127 (Bankr. E.D. Va. 1992) (citing *In re Ionosphere Clubs, Inc.*, 98 B.R. at 177).

13. Under the “necessity of payment rule” or the “doctrine of necessity”,² courts also often allow the payment of pre-petition claims. *See, e.g., In re Just for Feet, Inc.*, 242 B.R. 821, 824 (Bankr. D. Del. 1999); *In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191-92 (Bankr. D. Del. 1994). The doctrine of necessity recognizes that the payment of pre-petition obligations outside a Chapter 11 plan of reorganization is often necessary to realize the paramount purpose of Chapter 11: to prevent the liquidation of the debtor and preserve its potential for rehabilitation. *See, e.g., In re Lehigh & New England Ry. Co.*, 657 F.2d 570, 581 (3d Cir. 1991).

14. Moreover, under Section 363(b), a debtor may, in an exercise of its sound business judgment, after notice and a hearing, use property of the estate outside of the ordinary course of business.

15. Where Section 363 does not specify a standard for determining when it is appropriate for a court to authorize the use, sale, or lease of property of the estate, courts have required that such use, sale, or lease be based upon the sound business judgment of the debtor. *See In re Martin*, 91 F.3d 389, 394-395 (3d Cir. 1996) (requiring “legitimate business justification” to approve the use, sale, or lease of property outside the ordinary course of business); *In re Nellson Nutraceutical, Inc.*, 369 B.R. 787, 799 (Bankr. D. Del. 2007); *In re Network Access Solutions, Corp.*, 330 B.R. 67, 74 (Bankr. D. Del. 2005); *In re Montgomery Ward Holdings Corp.*, 242 B.R. 147, 153 (Bankr. D. Del. 1991). Courts have often employed Section 363(b) to allow a debtor to pay a pre-petition claim as a transaction outside the ordinary course of business. *See, e.g., In re Conseco, Inc.*, Case No. 02-49672 (CAD) (Bankr. N.D. Ill. Jan. 14, 2003); *In re UAL Corp.*, Case No. 02-48191 (ERW) (Bankr. N.D. Ill. Dec. 9, 2002).

² This doctrine, first articulated by the United States Supreme Court in *Miltenberger v. Logansport, C&S W. Ry. Co.*, 106 U.S. 286, 311-12 (1882), recognizes the existence of judicial power to authorize a debtor to pay pre-petition claims in certain situations.

16. Finally, pursuant to Bankruptcy Code Sections 1107(a) and 1108, debtors-in-possession are fiduciaries “holding the bankruptcy estate[s] and operating the business for the benefit of [their] creditors and (if the value justifies) equity owners.” *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002). Implicit in the fiduciary duties of any debtor-in-possession is the obligation to “protect and preserve the estate, including an operating business’s going-concern value.” *Id.*

17. Indeed, some courts have noted that there are instances in which a debtor can fulfill this fiduciary duty “only . . . by the preplan satisfaction of a prepetition claim.” *Id.* The *CoServ* court specifically noted that such satisfaction of pre-petition claims would be a valid exercise of the debtor’s fiduciary duty when the payment “is the only means to effect a substantial enhancement of the estate.” *Id.*

18. Courts in this district have recognized the need to pay the pre-petition claims of providers and vendors that may have or be able to assert liens, where such payment is essential to a debtor’s continued operations. *See, e.g., In re Appleseed’s Intermediate Holdings LLC*, No. 11-10160 (KG) (Bankr. D. Del. Feb. 23, 2011); *In re Urban Brands, Inc.*, No. 10-13005 (KJC) (Bankr. D. Del. Sept. 22, 2010); *In re Magic Brands, LLC*, No. 10-11310 (BLS) (Bankr. D. Del. April 23, 2010); *In re Atrium Corp.*, No. 10-10150 (BLS) (Bankr. D. Del. Feb 23, 2010); *In re PCAA Parent, LLC*, No. 10-10250 (MFW) (Bankr. D. Del. Jan. 29, 2010); *In re Fairfield Residential LLC*, No. 09-14378 (BLS) (Bankr. D. Del. Dec. 15, 2009); *In re Capmark Financial Group Inc.*, No. 09-13684 (CSS) (Bankr. D. Del. Oct. 27, 2009); *In re Boscov’s Inc.*, No. 08-11637 (KG) (Bankr. D. Del. Aug. 5, 2008); *In re Linens Holding Co.*, No. 08-10832 (CSS) (Bankr. D. Del. May 2, 2008); *In re Lillian Vernon Corp.*, No. 08-10323 (BLS) (Bankr. D. Del. Feb. 21, 2008).

19. Accordingly, payment of pre-petition claims is allowed and encouraged when it is in the best interest of the debtor, the estate, and the parties in interest.

A. Payment of the Prepetition Customs Duties, Common Carrier Claims, and Warehousemen Claims is in the Best Interests of the Debtors, Their Estates and All Parties in Interest.

20. In connection with the normal operation of their businesses, the Debtors import into the United States and Canada goods, such as parts for their Rigs, from foreign vendors for use by the Debtors in their business operations. Such merchandise is subject to certain customs import duties (the “**Customs Duties**”) imposed by the laws of the United States and Canada.

21. The payment of the Customs Duties in the ordinary course is necessary to make certain that parts for the Debtors’ Rigs (as well as other imported goods) are not stopped in transit. Such stoppage would be detrimental to the Debtors’ ability to maintain uninterrupted business operations because, for example, the Rigs necessary to complete short-haul deliveries might not be repaired in time to meet demand from the Debtors’ customers. At this critical point in the Debtors’ business operations, any interruption in this supply would wreak havoc on the Debtors’ Chapter 11 plans. Because it is essential to the Debtors’ businesses that the flow of Rig parts and other goods into the United States and Canada continues uninterrupted during the pendency of the Chapter 11 cases, the interests of the Debtors, their estates and their creditors will best be served by an order of this Court authorizing the payment of the Customs Duties.

22. The Debtors submit that any claim for Customs Duties is a priority claim in accordance with Section 507(a)(8)(F) of the Bankruptcy Code. Consequently, creditors will not be prejudiced by the proposed payments. To the contrary, such payments will inure to their benefit through the uninterrupted continuation of the Debtors’ operations.

23. In the ordinary course of their businesses, the Debtors also rely on certain trucking companies and other transporters (collectively, the “**Common Carriers**”), to transport

vehicles and other items. Accordingly, the services provided by the Common Carriers result in the Common Carriers having possession of vehicles belonging to the Debtors' customers. If the Common Carriers are not paid for their services, such Common Carriers could assert claims (the "**Common Carrier Claims**") against the Debtors. More importantly, the Common Carriers could refuse to deliver vehicles that were in transit on the Petition Date. The failure to deliver even one load of vehicles to a customer of the Debtors would be catastrophic to the Debtors' Chapter 11 plans because any delay in the delivery of vehicles to customers would severely damage the Debtors' business reputation and undermine the Debtors' ability to generate ongoing operating revenue.

24. The Debtors also rely on certain vendors that store Rigs and other items owned by the Debtors. Such vendors either provide repair work for the Rigs, store the Rigs or both (all such vendors are referred to, collectively, as the "**Warehousemen**"). Accordingly, the services provided by Warehousemen result in the Warehousemen having possession of the Debtors' Rigs. The Debtors believe that, as of the Petition Date, the aggregate value of the Rigs and other items in the possession of Warehousemen substantially exceeds the aggregate value of the prepetition claims of the Warehousemen (the "**Warehousemen Claims**"). If the Warehousemen Claims are not paid, the Warehousemen may assert possessory liens on the Rigs, refusing to release the Rigs to the Debtors until the Warehousemen Claims are paid. Pursuant to Section 362(b)(3) of the Bankruptcy Code, the act of perfecting such liens, to the extent consistent with Section 546(b) of the Bankruptcy Code, is expressly excluded from the automatic stay otherwise imposed by Section 362(a) of the Bankruptcy Code.³ Moreover, to protect their purported lien rights, the

³ Under Section 546(b) of the Bankruptcy Code, a debtor's lien avoidance powers "are subject to any generally applicable law that . . . permits perfection of an interest in property to be effective against an entity that acquires rights in such property before the date of perfection . . ." 11 U.S.C. § 546(b)(1)(A).

Warehousemen may refuse to release goods in their possession unless and until the Warehousemen Claims are paid.

25. The failure to pay the prepetition Customs Duties, Common Carrier Claims, and Warehousemen Claims, could result in interruption to the flow of Rig parts needed for the Debtors' businesses, delays in delivery of vehicles to the Debtors' customers, and the retention of possession of the Debtors' Rigs by Warehousemen asserting possessory liens. These results must be avoided if the Debtors are to succeed in their reorganization.

26. Other courts have granted similar relief in other large Chapter 11 Cases. The Debtors submit that similar authorization is appropriate in these Chapter 11 Cases. *See, e.g., In re Appleseed's Intermediate Holdings LLC*, No. 11-10160 (KG) (Bankr. D. Del. Feb. 23, 2011); *In re Urban Brands, Inc.*, No. 10-13005 (KJC) (Bankr. D. Del. Sept. 22, 2010); *In re Magic Brands, LLC*, No. 10-11310 (BLS) (Bankr. D. Del. April 23, 2010); *In re Atrium Corp.*, No. 10-10150 (BLS) (Bankr. D. Del. Feb 23, 2010); *In re PCAA Parent, LLC*, No. 10-10250 (MFW) (Bankr. D. Del. Jan. 29, 2010); *In re Fairfield Residential LLC*, No. 09-14378 (BLS) (Bankr. D. Del. Dec. 15, 2009); *In re Capmark Financial Group Inc.*, No. 09-13684 (CSS) (Bankr. D. Del. Oct. 27, 2009); *In re Boscov's Inc.*, No. 08-11637 (KG) (Bankr. D. Del. Aug. 5, 2008); *In re Linens Holding Co.*, No. 08-10832 (CSS) (Bankr. D. Del. May 2, 2008); *In re Lillian Vernon Corp.*, No. 08-10323 (BLS) (Bankr. D. Del. Feb. 21, 2008).

27. The success of the Debtors' business, both short-term and long-term, depends upon the loyalty and confidence of their customers. The Debtors operate in a highly specialized industry with a finite customer base. Continued customer loyalty is absolutely essential to the Debtors' ability to effectively navigate this Chapter 11 bankruptcy proceeding.

28. Moreover, the Debtors rely heavily on their reputation for quality, service, and dependability. The Debtors' ability to reorganize would be critically jeopardized if they were unable to promptly compensate their customers for accidental harm caused to the customers' vehicles during transport. In short, any delay in paying the Cargo Claims will severely and irreparably impair the Debtors' customer base at a time when customer loyalty and patronage are critical.

29. The Debtors will have sufficient funds available through post-petition financing and their ordinary business practices to pay all Cargo Claims in full. Furthermore, payment of the Cargo Claims will not occur at any one time, but will be allocated as payment comes due over the next approximately eighteen (18) months. The Debtors will not honor or make any payments on Cargo Claims that, in their discretion, they believe will not assist the Debtors' reorganization. If permitted to pay the Cargo Claims as due, the Debtors will be able to maintain their long-standing customer relationships, thus boosting revenue and increasing assets available for distribution to their creditors.

30. The failure to pay the prepetition Cargo Claims could result in customers withholding the Debtors' accounts payable or other collateral. Any delay in the Debtors' cash flow would be detrimental to the Debtors' Chapter 11 process. These results must be avoided if the Debtors are to succeed in their reorganization. Accordingly, payment of the Prepetition Cargo Claims is in the best interests of the Debtors, their estates and all parties in interest.

B. Applicable Banks Should Be Authorized to Honor and Pay Checks Issued and Make Other Transfers in Respect of the Prepetition Customs Duties and Prepetition Transit Claims

31. If the Court grants the relief sought herein, the Debtors request that all applicable banks and other financial institutions be authorized and directed when requested by the Debtors and in the Debtors' sole discretion, to receive, process, honor and pay any and all checks drawn

on the Debtors' accounts to pay the prepetition Customs Duties, Common Carrier Claims, Warehousemen Claims, and Cargo Claims whether those checks were presented prior to or after the Petition Date, and make other transfers, provided that sufficient funds are available in the applicable accounts to make the payments. The Debtors represent that each of these checks can be readily identified as relating directly to the authorized payments of prepetition Customs Duties, Common Carrier Claims, Warehousemen Claims, and Cargo Claims. Accordingly, the Debtors believe that checks and transfers other than those relating to such authorized payments will not be honored inadvertently.

32. Authorization of the payment of the prepetition Common Carrier Claims or the Warehousemen Claims shall not be deemed to constitute the postpetition assumption of any executory contract between the Debtors and their Common Carriers and Warehousemen pursuant to Section 365 of the Bankruptcy Code. Moreover, authorization to pay the prepetition Customs Duties, Common Carrier Claims, Warehousemen Claims, and Cargo Claims shall not affect the Debtors' right to contest the amount or validity of any such charges, in whole or in part.

33. Based upon the foregoing, the Debtors submit that the relief requested herein is essential, appropriate and in the best interests of the Debtors, their creditors and all parties in interest.

C. The Requirements of Bankruptcy Rule 6003 for Interim Relief Have Been Satisfied

34. As described above, the Debtors are seeking authority pursuant to the order to pay certain prepetition claims. Under Bankruptcy Rule 6003, this Court may authorize the relief requested herein within the 21-day period after the Petition Date because such relief is necessary to avoid immediate and irreparable harm to the Debtors' estates. See Fed. R. Bankr. Proc. 6003(b). Immediate and irreparable harm exists where the absence of relief would impair a debtor's ability to reorganize or threaten the debtor's future as a going concern. See *In re Ames*

Dep't Stores, Inc., 115 B.R. 34, 36 n.2 (Bankr. S.D.N.Y. 1990) (discussing the elements of “immediate and irreparable harm” in relation to Bankruptcy Rule 4001). For the reasons set forth herein, in the absence of the relief requested, the Debtors will suffer immediate and irreparable harm. Accordingly, the Debtors submit Bankruptcy Rule 6003 has been satisfied.

D. Waiver of Bankruptcy Rule 6004(a) and 6004(h)

35. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay provided under Bankruptcy Rule 6004(h).

NOTICE

36. Notice of this Motion has been provided via facsimile, overnight delivery service, electronic transmission or same-day messenger service to: (i) the Office of the United States Trustee for the District of Delaware; (ii) counsel for the agent for the Debtors’ proposed debtor-in-possession lenders; (iii) counsel for The CIT Group/Business Credit, Inc., as resigning agent under the Debtors’ first lien credit agreement, counsel for BDCM Opportunity Fund II, LP, Black Diamond CLO 2005-1 Adviser L.L.C. and Spectrum Investment Partners LP, and each other lender under the Debtors’ first lien credit agreement; (iv) counsel for The Bank of New York Mellon, in its capacity as administrative agent and collateral agent under the Debtors’ second lien credit agreement; (v) the Debtors’ twenty (20) largest unsecured creditors listed in the Debtors’ consolidated list of creditors (excluding insiders); (vi) Bank of America, Fidelity National Bank, J.P. Morgan Chase Bank and Bank of Nova Scotia, which are the banks with which the Debtors maintain their primary banking relationships; and (vii) all other persons requesting notices. As this Motion is seeking “first day” relief, within two (2) business days of the hearing on this Motion, the Debtors will serve copies of this Motion and any order entered in

respect to this Motion as required by Local Rule 9013-1(m). In light of the expedited nature of the relief requested, the Debtors respectfully submit that no further notice is necessary.

CONCLUSION

WHEREFORE the Debtors respectfully request entry of an order granting the relief requested herein, and granting the Debtors such other and further relief as may be just. A form of Interim Order is attached as **Exhibit A** hereto and a form of Final Order is attached as **Exhibit B** hereto.

Dated: June 11, 2012
Wilmington, Delaware



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Proposed Counsel for the Debtors

EXHIBIT A

Form of Interim Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

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

Debtors.

Chapter 11

Case No. 12-11564 (CSS)

(Joint Administration Pending)

**INTERIM ORDER AUTHORIZING DEBTORS TO PAY PREPETITION
CUSTOMS DUTIES AND CLAIMS OF COMMON CARRIERS AND
WAREHOUSEMEN AND AUTHORIZING THE DEBTORS TO HONOR
CERTAIN PREPETITION CARGO CLAIMS AND AUTHORIZING
FINANCIAL INSTITUTIONS TO HONOR AND PROCESS CHECKS
AND TRANSFERS RELATED TO SUCH CLAIMS**

This matter is before the Court² on the motion of Allied Systems Holdings, Inc. and its U.S. and Canadian subsidiaries (collectively, the “**Debtors**”), for authority to pay prepetition customs duties claims of common carriers and warehousemen, to honor certain prepetition cargo claims, and to authorize financial institutions to honor and process checks and transfers related to such claims (the “**Motion**”).

The Court has considered the Motion, the Declaration of Scott D. Macaulay in Support of Chapter 11 Petitions and First Day Motions, and the matters reflected in the record of the hearing held on the Motion. It appears that the Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 157 and 1334; that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); that the Debtors have provided appropriate notice of the Motion and the opportunity for a hearing on the

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 otherwise defined herein shall have the meanings ascribed to them in the Motion.

Motion under the circumstances and that no further notice is necessary; and that the relief sought in the motion is in the best interests of the Debtors, their estates, and their creditors; and that good and sufficient cause exists for such relief.

Accordingly, it is hereby **ORDERED** as follows:

1. The Motion is **GRANTED** as set forth herein on an interim basis.
2. In addition, a Final Hearing with respect to the Motion shall be held on _____, __, 2012 at __:__ a.m./p.m. prevailing Eastern Time. Any objections or responses to the Motion shall be filed on or before _____, __, 2012, and served on parties in interest as required by the Local Rules.
3. The Debtors are authorized, but not required, to honor or pay those prepetition obligations arising from Customs Duties, Common Carriers, Warehousemen, and Cargo Claims in an amount not to exceed \$2,000,000.00 pending the Final Hearing and subject at all times to that certain budget as may be amended from time-to-time with the consent of the Agent under the Debtors' debtor-in-possession delayed draw term loan facility. The Debtors' banks are authorized to process, honor and pay any and all checks issued to honor transfers in connection with Customs Duties, claims of Common Carriers, Warehousemen and Cargo Claims.
4. The banks and other financial institutions that process, honor and pay any and all checks on account of prepetition Customs Duties, Common Carriers, Warehousemen, and Cargo Claims (as such terms are defined in the Motion) may rely on the representation of the Debtors as to which checks are issued and authorized to be paid in accordance with this Order without any duty of further inquiry and without liability for following the Debtors' instructions.
5. Payment of an obligation arising from Customs Duties, Common Carriers, Warehousemen, and Cargo Claims shall not preclude the Debtors from contesting the validity or amount due to those creditors. Authorization of the payment of the Customs Duties, Common

Carriers, Warehousemen, and Cargo Claims shall not be deemed to constitute the postpetition assumption of any executory contract pursuant to Section 365 of the Bankruptcy Code.

6. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied by the Motion or otherwise deemed waived.

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

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

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

10. This Court shall retain jurisdiction to interpret and enforce this Order.

Dated: June __, 2012
Wilmington, Delaware

THE HONORABLE CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B
Form of Final Order

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

In re:

ALLIED SYSTEMS HOLDINGS, INC., et al,¹

Debtors.

Chapter 11

Case No. 12-11564 (CSS)

(Joint Administration Pending)

**FINAL ORDER AUTHORIZING DEBTORS TO PAY PREPETITION
CUSTOMS DUTIES AND CLAIMS OF COMMON CARRIERS AND
WAREHOUSEMEN AND AUTHORIZING THE DEBTORS TO HONOR
CERTAIN PREPETITION CARGO CLAIMS AND AUTHORIZING
FINANCIAL INSTITUTIONS TO HONOR AND PROCESS CHECKS
AND TRANSFERS RELATED TO SUCH CLAIMS**

This matter is before the Court² on the motion of Allied Systems Holdings, Inc. and its U.S. and Canadian subsidiaries (collectively, the “**Debtors**”), for authority to pay prepetition customs duties claims of common carriers and warehousemen, to honor certain prepetition cargo claims, and to authorize financial institutions to honor and process checks and transfers related to such claims (the “**Motion**”).

The Court has considered the Motion, the Declaration of Scott D. Macaulay in Support of Chapter 11 Petitions and First Day Motions, and the matters reflected in the record of the hearing held on the Motion. It appears that the Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 157 and 1334; that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); that the Debtors have provided appropriate notice of the Motion and the opportunity for a hearing on the

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 otherwise defined herein shall have the meanings ascribed to them in the Motion.

Motion under the circumstances and that no further notice is necessary; and that the relief sought in the motion is in the best interests of the Debtors, their estates, and their creditors; and that good and sufficient cause exists for such relief.

Accordingly, it is hereby **ORDERED** as follows:

1. The Motion is **GRANTED** as set forth herein on a final basis.
2. The Debtors are authorized, but not required, to honor or pay those prepetition obligations arising from Customs Duties, Common Carriers, Warehousemen, and Cargo Claims in an amount not to exceed \$3,500,000.00 inclusive of the \$2,000,000 permitted by the Interim Order granting the Motion and subject at all times to that certain budget as may be amended from time-to-time with the consent of the Agent under the Debtors' debtor-in-possession delayed draw term loan facility. The Debtors' banks are authorized to process, honor and pay any and all checks issued to honor transfers in connection with Customs Duties, claims of Common Carriers, Warehousemen and Cargo Claims.
3. The banks and other financial institutions that process, honor and pay any and all checks on account of Customs Duties, Common Carriers, Warehousemen, and Cargo Claims may rely on the representation of the Debtors as to which checks are issued and authorized to be paid in accordance with this Order without any duty of further inquiry and without liability for following the Debtors' instructions.
4. Payment of an obligation arising from Customs Duties, Common Carriers, Warehousemen, and Cargo Claims shall not preclude the Debtors from contesting the validity or amount due to those creditors. Authorization of the payment of the Customs Duties, Common Carriers, Warehousemen, and Cargo Claims shall not be deemed to constitute the postpetition assumption of any executory contract pursuant to Section 365 of the Bankruptcy Code.

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

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

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

8. This Court shall retain jurisdiction to interpret and enforce this Order.

Dated: June __, 2012
Wilmington, Delaware

THE HONORABLE CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

Appendix “I”

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

In re:

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

Debtors.

Chapter 11

Case No. 12-11564 (CSS)

(Joint Administration Pending)

**MOTION OF THE DEBTORS FOR ORDER AUTHORIZING THE
DEBTORS TO PAY PREPETITION SALES, USE, AND
OTHER TAXES AND RELATED OBLIGATIONS**

Allied Systems Holdings, Inc. (“**Allied Holdings**”) and its U.S. and Canadian subsidiaries (collectively, the “**Debtors**”) file this Motion of the Debtors for Order Authorizing the Debtors to Pay Prepetition Sales, Use, and Other Taxes and Related Obligations (the “**Motion**”). In support of the Motion, the Debtors respectfully state follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. § 1334. Consideration of this Motion is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of this proceeding is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

BACKGROUND

2. On May 17, 2012, involuntary petitions were filed against Allied Holdings and its subsidiary Allied Systems, Ltd. (L.P.) (“**Allied Systems**”) under Chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”) in this Bankruptcy Court (the “**Court**”). On June

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.

10, 2012, the remaining Debtors filed voluntary petitions in this Court and, in connection therewith, Allied Holdings and Allied Systems consented to the involuntary petitions filed against them. The “**Petition Date**” of such Debtor is the date that such involuntary petition or voluntary petition was filed by or against such Debtor. The chapter 11 cases commenced thereby are, collectively, the “**Chapter 11 Cases.**”

3. The Debtors are authorized to operate their businesses as debtors-in-possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code. As of the date of this Motion, no official committee of unsecured creditors has been appointed by the Office of the United States Trustee.

4. The Debtors’ major line of business, known in the industry as “car haul,” is the transport of light vehicles, such as automobiles, sport-utility vehicles and light trucks, from manufacturing plants, ports, auctions, and railway distribution points to automobile dealerships in the United States and Canada by means of tractor trailers referred to as “**Rigs.**” The Debtors’ smaller line of business is logistics, which includes arranging for and managing vehicle distributions services, automobile inspections, auction and yard management services, vehicle tracking, accessorizing, and dealer preparation services for the automobile industry in the United States and Canada, and providing yard management services in Mexico.

5. Additional information about the Debtors’ businesses, the events leading up to the Petition Date, and the facts and circumstances surrounding the Debtors and these Chapter 11 Cases can be found in the Declaration of Scott D. Macaulay in Support of Chapter 11 Petitions and First Day Motions (the “**Macaulay Declaration**”), which is incorporated herein by reference.

RELIEF REQUESTED

6. The Debtors request entry of an order: (i) authorizing the Debtors to pay, in their sole discretion, undisputed prepetition sales, use and other taxes and obligations owed to state and local taxing authorities (collectively, the “**Taxing Authorities**”) in the ordinary course of business but subject to that certain budget (the “**Approved Budget**”) as may be amended from time to time with the consent of the Agent under the Debtors’ proposed debtor-in-possession delayed draw term loan facility (the “**DIP Facility**”) and (ii) authorizing the Debtors’ banks and financial institutions to honor and process checks and transfers related to such relief.

BASIS FOR RELIEF

7. In connection with the normal operation of their businesses in the ordinary course, the Debtors collect sales taxes from their customers (“**Sales Taxes**”) on behalf of various state/province and local taxing authorities (the “**Taxing Authorities**”) for payment to such Taxing Authorities. In addition, in connection with the normal operation of their businesses in the ordinary course, the Debtors incur certain use taxes when items are purchased from an entity that does not charge sales tax, and then such items are used by the Debtors in their businesses (“**Use Taxes**”). Finally, by operating Rigs on highways, certain of the Debtors incur taxes under the International Fuel Tax Agreement and other fuel/mileage tax laws (“**Highway Use Taxes**”). Sales Taxes, Use Taxes and Highway Use Taxes, collectively, shall be referred to as the “**Sales and Use Taxes.**”

8. On a periodic basis, the Debtors pay to the Taxing Authorities all previously collected Sales Taxes via funds drawn by checks or by means of electronic fund transfers. In addition, on a periodic basis, the Debtors pay to the Taxing Authorities Use Taxes and Highway Use Taxes.

9. In addition, prior to the Petition Date, certain Taxing Authorities were sent checks (the “**Checks**”) in respect of the Sales and Use Taxes that may not have cleared the Debtors’ banks or other financial institutions (together, the “**Banks**”) as of the Petition Date.

10. The Debtors estimate that, as of the Petition Date, they hold approximately \$180,000.00 (\$140,000.00 attributable to U.S. Taxing Authorities and \$40,000.00 to Canadian Taxing Authorities) in collected but unremitted Sales and Use Taxes.

11. The Debtors seek authority to pay all the Sales and Use Taxes owed to the Taxing Authorities, subject to the Approved Budget under the DIP Facility. Also, to the extent that the Checks have not cleared the Banks as of the Petition Date, the Debtors seek an order authorizing the Banks to honor the Checks, and to rely on the Debtors’ representations as to which Checks may and may not be cleared, without any liability to any third party. In addition, to the extent the Taxing Authorities have otherwise not received payment for the Sales and Use Taxes due to them, the Debtors seek authorization to issue replacement checks, or to provide for other means of payment to the Taxing Authorities, not to exceed \$180,000.00 in Sales and Use Taxes that may be due as of the Petition Date.

12. Section 541(d) of the Bankruptcy Code provides, in pertinent part:

Property in which the debtor holds, as of the commencement of the case, only legal title and not an equitable interest . . . becomes property of the estate under subsection (a)(1) or (2) of this Section only to the extent of the debtor’s legal title to such property, but not to the extent of any equitable interest in such property that the debtor does not hold.

13. The collected but not remitted Sales Taxes constitute so-called “trust fund” taxes, which are held in trust for payment to the Taxing Authorities. See, e.g., *Begier v. Internal Revenue Serv.*, 496 U.S. 53 (1990); *In re Shank*, 792 F.2d 829, 830 (9th Cir. 1986 (sales taxes required by state law to be collected by sellers from their customers are “trust fund” taxes);

DeChiaro v. New York State Tax Comm'n, 760 F.2d 432, 433-34 (2d Cir. 1985) (same). To the extent that these “trust fund” taxes are collected, they are not property of the Debtors’ estates under Section 541(d) of the Bankruptcy Code. *See, e.g., In re American Int’l Airways, Inc.*, 70 B.R. 102, 103 (Bankr. E.D. Pa. 1987) (excise and withholding taxes); *In re Tap, Inc.*, 52 B.R. 271, 272 (Bankr. D. Mass. 1985) (withholding taxes). The Debtors, therefore, do not have any equitable interest in the Sales Taxes and should be permitted to remit these taxes to the Taxing Authorities as they become due. Pursuant to Section 105(a) of the Bankruptcy Code, the “court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). The Debtors submit that the relief requested herein is necessary and appropriate to carry out the provisions of the Bankruptcy Code.

14. Further, the Sales and Use Taxes may be afforded priority status under Section 507(a)(8) of the Bankruptcy Code and, therefore, would have to be paid in full before any general unsecured obligations of a Debtor may be satisfied.

15. Moreover, certain state/province statutes hold officers and directors of collecting entities personally liable for the Sales and Use Taxes owed by those entities. To the extent that any of the Sales and Use Taxes remain unpaid by the Debtors, the Debtors’ officers and directors may be subject to lawsuits or criminal prosecution during these Chapter 11 Cases. Any such lawsuit or criminal prosecution (and the ensuing potential liability) would distract the Debtors and their officers and directors from formulating and confirming a Chapter 11 plan, to the detriment of all parties in interest in these Chapter 11 Cases.

16. Similar relief to that requested herein has been granted by bankruptcy courts within this district. *See, e.g., In re NewPage Corp.*, Case No. 11-12804 (KG) (Bankr. D. Del. Oct. 11, 2011); *In re PTL Holdings LLC*, Case No. 11-12676 (BLS) (Bankr. D. Del. Aug. 25,

2011); *In re Appleseed's Intermediate Holdings LLC*, Case No. 11-10160 (KG) (Bankr. D. Del. Jan. 20, 2011); *In re Pliant Corp.*, Case No. 09-10443 (MFW) (Bankr. D. Del. Feb. 12, 2009); *In re Smurfit-Stone Container Corp.*, Case No. 09-10235 (BLS) (Bankr. D. Del. Jan. 27, 2009); *In re Merisant Worldwide, Inc.*, Case No. 09-10059 (PJW) (Bankr. D. Del. Jan. 13, 2009); *In re Portola Packaging, Inc.*, Case No. 08-12001 (CSS) (Bankr. D. Del. Aug. 27, 2008); *In re Pierre Foods, Inc.*, Case No. 08-11480 (KG) (Bankr. D. Del. Aug. 13, 2008); *In re Tropicana Entm't, LLC*, Case No. 08-10856 (KJC) (Bankr. D. Del. May 6, 2008); *In re Leiner Health Prods. Inc.*, Case No. 08-10446 (KJC) (Bankr. D. Del. April 4, 2008); *In re Delta Fin. Corp.*, Case No. 07-11880 (CSS) (Bankr. D. Del. December 18, 2007); *In re Tweeter Home Entm't Group, Inc.*, Case No. 07-10787 (PJW) (Bankr. D. Del. June 13, 2007). The Debtors submit that the present circumstances warrant similar relief in their Chapter 11 Cases.

17. The Debtors further request that all applicable Banks be authorized, when requested by the Debtors in their sole discretion, to receive, process, honor, and pay any and all prepetition checks drawn on the Debtors' accounts, without any duty of inquiry or liability to any party for following such instructions, to pay the Sales and Use Taxes, whether those checks were presented prior to or after the Petition Date, and to make other transfers provided that sufficient funds are available in the applicable accounts to make such payments. The Debtors request that the Banks be entitled to rely upon the Debtors' representations as to the Checks and transfers. Accordingly, the Debtors believe that with this mechanism in place, Checks and transfers not related to authorized payments sought hereunder will not be honored inadvertently.

18. Nothing in this Motion should be construed as impairing the Debtors' right to contest the amount of any of the Sales and Use Taxes that may be due to any Taxing Authority, and the Debtors expressly reserve all of their rights with respect thereto.

A. The Requirements of Bankruptcy Rule 6003 For Interim Relief Have Been Satisfied

19. As described above, the Debtors are seeking authority pursuant to the order to pay the prepetition Sales and Use Taxes owed to the Taxing Authorities. Under Bankruptcy Rule 6003, this Court may authorize the relief requested herein within the 21-day period after the Petition Date because such relief is necessary to avoid immediate and irreparable harm to the Debtors' estates. *See* Fed. R. Bankr. Proc. 6003(b). Immediate and irreparable harm exists where the absence of relief would impair a debtor's ability to reorganize or threaten the debtor's future as a going concern. *See In re Ames Dep't Stores, Inc.*, 115 B.R. 34, 36 n.2 (Bankr. S.D.N.Y. 1990) (discussing the elements of "immediate and irreparable harm" in relation to Bankruptcy Rule 4001).

20. The non-payment of the prepetition Sales and Use Taxes would disrupt the Debtors' business operations as described herein. As a result, immediate and irreparable harm would result without the relief requested herein being granted. Accordingly, the Debtors respectfully submit that they have satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003(b) and pay the prepetition Sales and Use Taxes.

B. Waiver of Bankruptcy Rule 6004(a) and 6004(h)

21. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay provided under Bankruptcy Rule 6004(h).

NOTICE

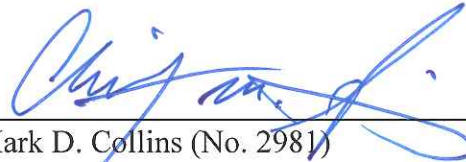
22. Notice of this Motion has been provided via facsimile, overnight delivery service, electronic transmission or same-day messenger service to: (i) the Office of the United States Trustee for the District of Delaware; (ii) counsel for the agent for the Debtors' proposed debtor-

in-possession lenders; (iii) counsel for The CIT Group/Business Credit, Inc., as resigning agent under the Debtors' first lien credit agreement, counsel for BDCM Opportunity Fund II, LP, Black Diamond CLO 2005-1 Adviser L.L.C. and Spectrum Investment Partners LP, and each other lender under the Debtors' first lien credit agreement; (iv) counsel for The Bank of New York Mellon, in its capacity as administrative agent and collateral agent under the Debtors' second lien credit agreement; (v) the Debtors' twenty (20) largest unsecured creditors listed in the Debtors' consolidated list of creditors (excluding insiders); (vi) Bank of America, Fidelity National Bank, J.P. Morgan Chase Bank and Bank of Nova Scotia, which are the banks with which the Debtors maintain their primary banking relationships; and (vii) all other persons requesting notices. As this Motion is seeking "first day" relief, within two (2) business days of the hearing on this Motion, the Debtors will serve copies of this Motion and any order entered in respect to this Motion as required by Local Rule 9013-1(m). In light of the expedited nature of the relief requested, the Debtors respectfully submit that no further notice is necessary.

CONCLUSION

WHEREFORE the Debtors respectfully request entry of an order granting the relief requested herein, and granting the Debtors such other and further relief as may be just. A form of Order is attached as Exhibit A hereto.

Dated: June 11, 2012
Wilmington, Delaware



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Proposed Counsel for the Debtors

EXHIBIT A
Form of Order

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

In re:

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

Debtors.

Chapter 11

Case No. 12-11564 (CSS)

(Joint Administration Pending)

**ORDER GRANTING MOTION OF THE DEBTORS FOR
ORDER AUTHORIZING THE DEBTORS TO PAY PREPETITION
SALES, USE, AND OTHER TAXES AND RELATED OBLIGATIONS**

This matter is before the Court on the motion of Allied Systems Holdings, Inc. and certain and its U.S. and Canadian subsidiaries (collectively, the “**Debtors**”) for an order, pursuant to 11 U.S.C. §§ 105(a) and 541 (a) authorizing them to pay certain prepetition sales and use tax obligations and (b) authorizing the Debtors’ banks and financial institutions to honor and process checks and transfers related to such relief (the “**Motion**”).²

The Court has considered the Motion, the Declaration of Scott D. Macaulay in Support of Chapter 11 Petitions and First Day Motions, and the matters reflected in the record of the hearing held on the Motion. It appears that the Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 157 and 1334; that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); that the Debtors have provided appropriate notice of the Motion and the opportunity for a hearing on the Motion under the circumstances and that no further notice is necessary; and that the relief

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 not otherwise defined herein shall have the meanings ascribed to them in the Motion.

sought in the motion is in the best interests of the Debtors, their estates, and their creditors; and that good and sufficient cause exists for such relief.

Accordingly, it is hereby **ORDERED** as follows:

1. The Motion is **GRANTED** as set forth herein.
2. The Debtors are authorized, but not directed, to honor or pay the prepetition Sales and Use Taxes, as those taxes are defined and more particularly described in the Motion, not to exceed \$180,000.00, subject at all times to the Approved Budget, as may be amended from time to time with the consent of the Agent under the DIP Facility.
3. The Debtors' banks are authorized to process, honor and pay any and all checks issued to pay Sales and Use Taxes, without duty of inquiry or liability for following the Debtors' instructions in relation to payments authorized by this Order.
4. The payment of any Sales and Use Taxes shall not preclude the Debtors from contesting the validity or amount due to those creditors.
5. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied by the Motion or otherwise deemed waived.
6. Notice of the Motion as provided therein shall be deemed good and sufficient and the requirements of Local Rule 6004(a) and the Local Rules are satisfied by such notice.
7. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.
8. This Court shall retain jurisdiction to interpret and enforce this Order.
- 9.

Dated: June __, 2012
Wilmington, Delaware

THE HONORABLE CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

Appendix “J”

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

In re:

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

Debtors.

Chapter 11

Case No. 12-11564 (CSS)

(Joint Administration Pending)

**MOTION FOR ORDER (A) DEEMING UTILITIES ADEQUATELY ASSURED
OF PAYMENT, (B) PROHIBITING UTILITIES FROM ALTERING, REFUSING,
OR DISCONTINUING SERVICES, AND (C) ESTABLISHING PROCEDURES
FOR RESOLVING REQUESTS FOR ADDITIONAL ASSURANCE**

Allied Systems Holdings, Inc. (“**Allied Holdings**”) and its U.S. and Canadian subsidiaries (collectively, the “**Debtors**”) respectfully submit this motion for entry of an interim order, substantially in the form attached hereto as **Exhibit B** (the “**Interim Order**”), and a final order, substantially in the form attached hereto as **Exhibit C** (the “**Final Order**”), (a) deeming utilities adequately assured of payment, (b) prohibiting utilities from altering, refusing, or discontinuing services, and (c) establishing procedures for resolving requests for additional assurance (the “**Motion**”). In support of the Motion, the Debtors respectfully state as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. § 1334. Consideration of this Motion is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of this proceeding is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

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.

BACKGROUND

2. On May 17, 2012, involuntary petitions were filed against Allied Holdings and its subsidiary Allied Systems, Ltd. (L.P.) (“**Allied Systems**”) under Chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”) in this Bankruptcy Court (the “**Court**”). On June 10, 2012, the remaining Debtors filed voluntary petitions in this Court and, in connection therewith, Allied Holdings and Allied Systems consented to the involuntary petitions filed against them. The “**Petition Date**” of such Debtor is the date that such involuntary petition or voluntary petition was filed by or against such Debtor. The chapter 11 cases commenced thereby are, collectively, the “**Chapter 11 Cases.**”

3. The Debtors are authorized to operate their businesses as debtors-in-possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code. As of the date of this Motion, no official committee of unsecured creditors has been appointed by the Office of the United States Trustee.

4. The Debtors’ major line of business, known in the industry as “car haul,” is the transport of light vehicles, such as automobiles, sport-utility vehicles and light trucks, from manufacturing plants, ports, auctions, and railway distribution points to automobile dealerships in the United States and Canada by means of tractor trailers referred to as “**Rigs.**” The Debtors’ smaller line of business is logistics, which includes arranging for and managing vehicle distributions services, automobile inspections, auction and yard management services, vehicle tracking, accessorizing, and dealer preparation services for the automobile industry in the United States and Canada, and providing yard management services in Mexico.

5. Additional information about the Debtors’ businesses, the events leading up to the Petition Date, and the facts and circumstances surrounding the Debtors and these Chapter 11 Cases can be found in the Declaration of Scott D. Macaulay in Support of Chapter 11 Petitions

and First Day Motions (the “**Macaulay Declaration**”), which is incorporated herein by reference.

RELIEF REQUESTED

6. By this Motion, the Debtors seek entry of an order determining adequate assurance of payment for future utility services, prohibiting utility providers from altering or discontinuing service on account of outstanding prepetition invoices, establishing procedures for determining adequate assurance of payment for future utility services, and scheduling a final hearing (the “**Final Hearing**”) to consider entry of the Final Order.

7. The statutory bases for the relief requested herein are §§ 105(a) and 366 the Bankruptcy Code and Rule 9013-1(m) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Bankruptcy Rules**”).

DEBTORS’ UTILITIES

8. In connection with the operation of their businesses, the Debtors obtain electricity, natural gas, water, sewer, telephone, and/or other similar services (“**Utility Services**”) from various entities (each a “**Utility Company**” and, collectively, the “**Utility Companies**”).² By this Motion, the Debtors seek entry of interim and final orders: (a) approving the Adequate Assurance Deposit (as defined below) as providing Utility Companies with “adequate assurance of payment” under Bankruptcy Code Section 366, and deeming all Utility Companies entitled to

² The Utility Companies known and identified by the Debtors to date are listed on **Exhibit A** hereto. While the Debtors have used their best efforts to list their Utility Companies in **Exhibit A**, it is possible that certain Utility Companies may have been inadvertently omitted from the list. Accordingly, the Debtors reserve the right, under the terms and conditions of this Motion and without further order of the Court, to amend **Exhibit A** to add any Utility Companies that were omitted therefrom and to request that the relief requested herein apply to all such entities as well. In addition, the Debtors reserve the right to argue that (a) any of the entities now or hereafter listed in **Exhibit A** are not “utilities” within the meaning of Bankruptcy Code § 366, and (b) any such entity is compelled by contractual obligation, state or local law, or otherwise, to continue to furnish services to the Debtors notwithstanding the Debtors filing for relief under chapter 11 of the Bankruptcy Code.

such assurance of payment to have received adequate assurance of payment pursuant to Section 366 of the Bankruptcy Code; (b) prohibiting the Utility Companies from altering, refusing or discontinuing services on account of prepetition amounts outstanding and on account of any perceived inadequacy of the Debtors' proposed adequate assurance pending entry of the Final Order; and (c) determining that the Debtors are not required to provide any additional adequate assurance beyond what is proposed by this Motion, pending entry of the Final Order.

9. As set forth in the Macaulay Declaration, in the ordinary course of business, the Debtors incur expenses for gas, water, sewer, electric, telecommunications, waste and other similar Utility Services provided by more than 170 Utility Companies. Those Utility Companies are set forth on the "**Utility Service List**," attached hereto as **Exhibit A**. On average, prior to the Petition Date, the Debtor spent approximately \$300,000.00 each month on Utility Services.

10. The Utility Companies are paid in one of two ways; either directly by the Debtors or by C.C. Pace Resources, Inc. ("**C.C. Pace**") on behalf of the Debtors pursuant to that certain Energy Trustee Program Agreement (the "**Agreement**") dated October 26, 2004.³ Regardless of whether the Utility Companies are paid directly by the Debtors or by C.C. Pace pursuant to the Agreement, the Debtors are the entities which receive the benefit of the Utility Services provided. Accordingly, this Motion seeks relief with respect to all of the Utility Companies, without regard to whether they are paid directly or indirectly.

11. The Debtors have a satisfactory history of payment for prepetition utility invoices. To the best of Debtors' knowledge, there are no defaults or arrearages with respect to undisputed

³ The Motion does not seek the assumption or rejection of the Agreement. Under the Agreement, C.C. Pace, among other things, collects, analyzes and interprets utility usage data and information, identifies and corrects errors in invoices for utility services, ensures that the Debtors obtain utility services under the optimum rates and tariffs, and processes invoices for utility services. Under the Agreement, C.C. Pace processes invoices for utility services through a special C.C. Pace bank account (the "**Bank Account**") established for that purpose. On a daily basis, C.C. Pace notifies the Debtors of the amount of funds required to satisfy invoices needing to be processed. Once the funds are deposited into the Bank Account, those funds are used to pay the utility invoices.

Utility Services, other than payment interruptions that may have been inadvertently caused by the commencement of the Debtors' Chapter 11 Cases.

12. Any interruption of utility service to the Debtors' businesses would be severely disruptive and diminish the going concern value of their assets and enterprise value of their businesses. As stated, the Debtors' primary revenue sources are short-haul vehicle delivery services (by the Automotive Group) and vehicle distribution and transportation support services (by the Axis Group). Because both the Automotive Group Debtors' businesses and the Axis Group Debtors' businesses are coordinated and operated out of many terminals across the United States and Canada, it is essential that their Utility Services continue uninterrupted to such terminals. If Utility Companies are permitted to terminate or disrupt service to the Debtors, the Debtors' primary revenue sources would immediately come to a halt, diminishing the going concern value of their assets and enterprise value of their businesses. In addition, it is essential that Utility Services continue to be provided at the Debtors' corporate headquarters in Atlanta, Georgia, because any interruption in services at that location would be detrimental to the Debtors' value as a going concern.

BASIS FOR RELIEF

A. The Proposed Adequate Assurance

13. To provide adequate assurance of payment for future services to the Utility Companies, the Debtors submit that they will be able to continue paying for all post-petition utility services from the proceeds of their operations, available cash on hand, and funds generated under the Debtors' proposed debtor-in-possession credit facility.

14. As additional adequate assurance of payment for future services to the Utility Companies, the Debtors will deposit \$150,000.00, approximately equal to fifty percent (50%) of the Debtors' estimated monthly costs for Utility Services, into a newly created, segregated,

interest-bearing account, within twenty (20) days after the entry of the Interim Order (the “**Adequate Assurance Deposit**”). The Adequate Assurance Deposit shall be maintained with a minimum balance equal to fifty percent (50%) of the Debtors’ estimated monthly costs of Utility Services, which may be adjusted by the Debtors to account for the termination of Utility Services by the Debtors or other arrangements with respect to adequate assurance of payment reached with a Utility Company.

B. The Additional Adequate Assurance Request Procedures

15. The Debtors submit that the Adequate Assurance Deposit constitutes sufficient adequate assurance of future payment to the Utility Companies. Notwithstanding, if any Utility Company should find the Adequate Assurance Deposit unsatisfactory—even when coupled with the Debtors’ ability to pay for future Utility Services in the ordinary course of business—it may request additional adequate assurance of payment pursuant to Section 366(c) of the Bankruptcy Code. The Debtors propose that such requests be addressed pursuant to the following procedures (the “**Additional Adequate Assurance Procedures**”):

- i. In the event that a Utility Company maintains that the Adequate Assurance Deposit is not satisfactory assurance of future payment, the Utility Company must serve a request (an “**Additional Adequate Assurance Request**”) for additional adequate assurance upon the proposed counsel for the Debtors—Troutman Sanders LLP, Suite 5200, 600 Peachtree Street, N.E., Atlanta, Georgia 30308, c/o Jeffrey W. Kelley; and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, c/o Mark D. Collins, and counsel to the Debtors’ proposed agent under the Debtors’ debtor-in-possession delayed draw term loan facility (the “**DIP Facility**”), Latham & Watkins LLP, 355 South Grand Avenue, Los Angeles, CA 90071-1560, c/o Robert Klyman and Young Conaway Stargatt & Taylor, LLP, 1000 N. King Street., Wilmington, DE 19801, c/o Michael Nestor.
- ii. Any Additional Adequate Assurance Request must: (i) be made in writing; (ii) set forth the location(s) for which Utility Services are provided, including corresponding account number(s); (iii) include a summary of the Debtors’ payment history relevant to the affected

account(s), including any deposit, letter(s) of credit, or other security securing the Debtors' obligation(s); (iv) set forth what the Utility Company would accept as satisfactory adequate assurance of future payment; and (v) provide a fax and electronic mail address to which the Debtors may respond to the Additional Adequate Assurance Request.

- iii. The Debtors shall have until thirty (30) days after the Additional Adequate Assurance Request Deadline (the "**Resolution Period**") to negotiate with the Utility Companies that serve an Additional Adequate Assurance Request.
- iv. Without further order of the Court, the Debtors may enter into agreements granting additional adequate assurance to a Utility Company serving a timely Additional Adequate Assurance Request if the Debtors, in their discretion, determine that the Additional Adequate Assurance Request is reasonable or if the parties negotiate alternate consensual provisions, subject to that certain budget (the "**Approved Budget**") as may be amended from time to time with the consent of the agent under the DIP Facility.
- v. If the Debtors determine that an Additional Adequate Assurance Request is unreasonable and are not able to reach an alternative resolution with the Utility Company during the Resolution Period, the Debtors, during or immediately after the Resolution Period, will request a hearing before the Court to determine the adequacy of assurance of payment with respect to a particularly Utility Company, pursuant to Section 366 of the Bankruptcy Code (the "**Determination Hearing**").
- vi. Pending resolution of any such Determination Hearing, the Utility Company shall be prohibited from altering, refusing, or discontinuing services to the Debtors.

C. Process for Opting Out of Additional Adequate Assurance Procedures

16. Section 366 of the Bankruptcy Code provides that in a chapter 11 case, during the initial thirty (30) days after the commencement of the case, utilities may not alter, refuse or discontinue service to, or discriminate against, a debtor solely on the basis of the commencement of its chapter 11 case or the existence of prepetition debts owed by the debtor. In a chapter 11 case, following the thirty-day period under Section 366(c) of the Bankruptcy Code, utilities may discontinue service to the debtor if the debtor does not provide adequate assurance of future

performance of its post-petition obligations in a form that is satisfactory to the utility, subject to the Court's ability to modify the amount of the adequate assurance.

17. While the form of adequate assurance of payment may be limited to types of security enumerated in Section 366(c)(1)(A) of the Bankruptcy Code,⁴ the determination of the amount of adequate assurance is within the discretion of the Court. It is well established that the requirement that a utility receive adequate assurance of payment does not require a guarantee of payment. *See, e.g., In re Caldor, Inc. N.Y.*, 199 B.R. 1, 3 (S.D.N.Y. 1996) (“Section 366(b) requires [a] [b]ankruptcy [c]ourt to determine whether the circumstances are sufficient to provide a utility with ‘adequate assurance’ of payment. The statute does not require an ‘absolute guarantee of payment.’”) (citation omitted). Instead, the protection granted to a utility is intended to avoid exposing the utility to an unreasonable risk of nonpayment. *In re Adelphia Bus. Solutions, Inc.*, 280 B.R. 63, 80 (S.D.N.Y. 2002) (“In determining adequate assurance, a [b]ankruptcy [c]ourt is not required to give a utility company the equivalent of a guarantee of payment, but must only determine that the utility is not subject to any unreasonable risk of nonpayment for post-petition services.”)

18. Based on the foregoing, the Debtors believe it is prudent to require Utility Companies to raise any objections to the Additional Adequate Assurance Procedures so that such objections may be heard by the Court within thirty (30) days after the Petition Date. The Debtors propose the following procedures:

- i. Any Utility Company that objects to the Additional Adequate Assurance Procedures must file an objection to such procedures (the “**Procedures Objection**”) so that it is actually received by the Debtors’ proposed counsel—Troutman Sanders LLP, Suite 5200, 600 Peachtree Street, N.E., Atlanta, Georgia 30308, c/o Jeffrey W.

⁴ Section 366 (c)(1)(A) of the Bankruptcy Code provides that “assurance of payment” may be in the form of a cash deposit, letter of credit, certificate of deposit, surety bond, prepayment of utility consumption, or another form of security that is mutually agreed on between the utility and the debtor. 11 U.S.C. § 366 (c)(1)(A).

Kelley; and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, c/o Mark D. Collins—within fifteen (15) days of entry of the Interim Order.

- ii. Any Procedures Objection must: (i) be made in writing; (ii) set forth the location for which Utility Services are provided to the Debtors, along with corresponding account number(s); and (iii) set forth the specific reason(s) the Utility Company believes it should be exempted from the Additional Adequate Assurance Procedures.
- iii. The Debtors may, in their sole discretion, resolve any Procedures Objection by mutual agreement with the Utility Company and without further order of the Court, and may, in connection with any such agreement, in their discretion, provide a Utility Company with additional adequate assurance of payment without further order of the Court if the Debtors believe such additional assurance is reasonable, subject to the Approved Budget under the DIP Facility.
- iv. If the Debtors determine that the Procedures Objection is not reasonable and are not able to reach a prompt consensual resolution with the Utility Company, the Debtors will promptly schedule a hearing with the Court to resolve the Procedures Objection.
- v. All Utility Companies who do not timely file a Procedures Objection are deemed to consent to the Additional Adequate Assurance Procedures and shall be bound by the same. The sole recourse of all Utility Companies that do not timely file a Procedures Objection shall be to submit an Additional Adequate Assurance Request pursuant to the Additional Adequate Assurance Procedures, and shall be prohibited from discontinuing, altering, or refusing service to the Debtors pending any Determination Hearing that may be conducted pursuant to the Additional Adequate Assurance Procedures.

D. Subsequent Modifications to Utility Company List

19. The Debtors seek authority, in their sole discretion, to amend **Exhibit A** attached hereto to add or remove any Utility Company. To the extent that the Debtors subsequently identify additional providers of Utility Services, the Debtors propose to have the terms of the order apply to any such subsequently identified Utility Company. The Debtors will serve a copy

of this Motion and the order approving the Motion on such subsequently identified Utility Company, along with an amended Exhibit A listing such Utility Company.

E. The Utility Companies are Adequately Assured of Payment for Future Services.

20. Section 366(c)(2) of the Bankruptcy Code provides that a utility provider may discontinue its services to a debtor if the debtor has not furnished adequate assurance of payment within thirty days after the petition date. Congress enacted Section 366 of the Bankruptcy Code to protect debtors from utility service cutoffs upon a bankruptcy filing while providing utility companies with adequate assurance that the debtors will pay for postpetition services. *See* H.R. Rep. No. 95-595, at 350 (1978), *reprinted in* 1978 U.S.C.C.A.N. 5963, 6306. Accordingly, Section 366 of the Bankruptcy Code protects debtors by prohibiting utilities from altering, refusing, or discontinuing services to a debtor solely on account of unpaid prepetition amounts for a period of thirty days after a chapter 11 filing. At the same time, it protects utilities by permitting them to alter, refuse, or discontinue service after thirty days if the debtor has not furnished “adequate assurance” of payment in a form that is “satisfactory” to the utility.

21. Section 366(c) of the Bankruptcy Code also restricts the factors that a court may consider when determining whether an adequate assurance payment is adequate. Specifically, courts no longer may consider (a) the absence of a security deposit before a debtor’s petition date, (b) a debtor’s history of timely payments, or (c) the availability of an administrative expense priority when determining the amount of a deposit. Notwithstanding these changes, it does not appear that Congress intended to—or did—abrogate the bankruptcy court’s ability to determine the amount of adequate assurance necessary or change the fundamental requirement that assurance of payment must simply be “adequate.”

22. Thus, while Section 366(c) of the Bankruptcy Code limits the factors a court can consider when determining whether a debtor has provided adequate assurance of payment, it

does not limit the court's ability to determine the amount of payment necessary, if any, to provide such adequate assurance. Instead, Section 366(c) of the Bankruptcy Code gives courts the same discretion in determining the amount of payment necessary for adequate assurance that they previously had under Section 366(b) of the Bankruptcy Code. *Compare* 11 U.S.C. § 366(b) (“On request of a party in interest and after notice and a hearing, the court may order reasonable modification of the amount of the deposit or other security necessary to provide adequate assurance of payment.”) *with* 11 U.S.C. § 366(c)(3)(A) (2005) (“On request of a party in interest and after notice and a hearing, the court may order modification of the amount of an assurance payment under paragraph (2).”).

23. In addition, it is well-established that Section 366(b) of the Bankruptcy Code permits a court to find that no adequate assurance payment at all is necessary to provide a utility with adequate assurance of payment. *See Va. Elec. & Power Co. v. Caldor Inc.-N.Y.*, 117 F.3d 646, 650 (2d Cir. 1997) (“Even assuming that ‘other security’ should be interpreted narrowly, . . . a bankruptcy court’s authority to ‘modify’ the level of the ‘deposit or other security’ provided for under § 366(b), includes the power to require ‘no deposit or other security’ where none is necessary to provide a utility supplier with ‘adequate assurance of payment.’”) (citation omitted). This principle may be applicable in cases where the debtor has made prepetition deposits or prepayments for services that utilities ultimately will render postpetition. *See* 11 U.S.C. § 366(c)(1)(A)(v) (recognizing a prepayment for postpetition services as adequate assurance). Accordingly, even after the 2005 revisions to Section 366 of the Bankruptcy Code, courts continue to have discretion to determine the amount of adequate assurance payments and, where appropriate, to determine that no such payment is necessary.

24. Finally, Section 366(c) of the Bankruptcy Code, like Section 366(b) of the Bankruptcy Code, requires only that a utility's assurance of payment be "adequate." Courts recognize that adequate assurance of performance does not constitute an absolute guarantee of a debtor's ability to pay. *See, e.g., In re Adelphia Bus. Solutions, Inc.*, 280 B.R. at 80 ("In determining adequate assurance, a bankruptcy court is not required to give a utility company the equivalent of a guaranty of payment, but must only determine that the utility is not subject to an unreasonable risk of nonpayment for postpetition services."); *see also In re Caldor, Inc.-N.Y.*, 199 B.R. 1, 3 (Bankr. S.D.N.Y. 1996) (stating that § 366(b) "does not require an 'absolute guarantee of payment'"), *aff'd sub nom. Va. Elec. & Power Co. v. Caldor, Inc.-N.Y.*, 117 F.3d 646 (2d Cir. 1997). Courts also have recognized that, in determining the requisite level of adequate assurance, bankruptcy courts should "focus 'upon the need of the utility for assurance, and to require that the debtor supply *no more than that*, since the debtor almost performe has a conflicting need to conserve scarce financial resources.'" *Va. Elec. & Power Co.*, 117 F.3d at 650 (emphasis in original); *see also In re Penn Cent. Transp. Co.*, 467 F.2d 100, 103-04 (3d Cir. 1972) (affirming bankruptcy court's ruling that no utility deposits were necessary where such deposits likely would "jeopardize the continuing operation of the [debtor] merely to give further security to suppliers who already are reasonably protected"). Accordingly, demands by a Utility Company for a guarantee of payment should be refused when the Debtors' specific circumstances already afford adequate assurance of payment.

25. The Debtors submit that the Proposed Adequate Assurance, the Adequate Assurance Deposit Account and the Adequate Assurance Procedures provide more than adequate assurance of future payment. Furthermore, the Debtors expect that revenue from continued operations, coupled with cash on hand, will be sufficient to pay their operating costs, including

utility costs, as such costs come due. Moreover, the Debtors have a powerful incentive to stay current on utility obligations because of their reliance on utility services for the operation of their businesses. These factors, which the Court may (and should) consider when determining the amount of any adequate assurance payments, justify a finding that the Proposed Adequate Assurance, Adequate Assurance Deposit Account, and the Adequate Assurance Procedures are more than sufficient to assure the Utility Companies of future payment.

26. Moreover, if a Utility Company disagrees with the Debtors' analysis, the Adequate Assurance Procedures will enable the parties to negotiate and if necessary, seek Court intervention without jeopardizing the Debtors' continuing operations.

F. The Adequate Assurance Procedures are Appropriate.

27. The Court has authority to approve the Adequate Assurance Procedures under Section 105(a) of the Bankruptcy Code. Section 105(a) of the Bankruptcy Code provides that the Court "may issue any order, process or judgment that is necessary or appropriate to carry out the provisions of this title." The purpose of Section 105(a) of the Bankruptcy Code is "to assure the bankruptcy courts [sic] power to take whatever action is appropriate or necessary in aid of the exercise of their jurisdiction." 2 COLLIER ON BANKRUPTCY ¶ 105.01 (Alan N. Resnick & Henry J. Sommer, eds., 16th ed.).

28. The relief requested herein will ensure that the Debtors' efforts to continue their businesses during the pendency of these bankruptcy cases will not be disrupted. The relief requested provides the Utility Companies with a fair and orderly procedure for determining requests for additional adequate assurance. Without the Additional Adequate Assurance Procedures, the Debtors could be forced to address numerous requests by Utility Companies in a disorganized manner at a critical period in these Chapter 11 Cases and during a time when the

Debtors' efforts could be more productively focused on operating their businesses for the benefit of all parties in interest.

29. The Debtors do not believe that the Utility Companies will be prejudiced by the proposed Adequate Assurance Deposit, the uninterrupted continuation of the Utility Services, or the approval of the Additional Adequate Assurance Procedures.

30. The relief requested herein is similar to the relief granted in this district in multiple other cases. *See, e.g., In re Friendly Ice Cream Corp.*, No. 11-13167 (Bankr. D. Del. Oct. 24, 2011) (deeming utilities adequately assured where the debtor established a segregated account containing the aggregate estimated cost for two weeks of utility service); *In re Neb. Book Co.*, No. 11-12005 (Bankr. D. Del. July 21, 2011) (same); *In re L.A. Dodgers LLC*, No. 11-12010 (Bankr. D. Del. July 19, 2011) (same); *In re Ambassadors Int'l, Inc.*, No. 11-11002 (Bankr. D. Del. Apr. 26, 2011) (same); *In re Stallion Oilfield Servs. Ltd.*, No. 09-13562 (Bankr. D. Del. Nov. 16, 2009) (same); *In re Visteon Corp.*, No. 09-11786 (Bankr. D. Del. May 29, 2009) (same); *In re Masonite Corp.*, No. 09-10844 (Bankr. D. Del. Mar. 17, 2009) (same); *In re Portola Packaging, Inc.*, No. 08-12001 (Bankr. D. Del. Aug. 29, 2008) (same); *In re Hines Horticulture, Inc.*, No. 08-11922 (Bankr. D. Del. Aug. 22, 2008) (same); *In re Pierre Foods, Inc.*, No. 08-11480 (Bankr. D. Del. July 16, 2008) (same); *In re ACG Holdings, Inc.*, No. 08-11467 (Bankr. D. Del. July 16, 2008) (same); *In re Tropicana Entm't, LLC*, No. 08-10856 (Bankr. D. Del. May 6, 2008) (same); *In re Leiner Health Prods. Inc.*, No. 08-10446 (Bankr. D. Del. Mar. 12, 2008) (same); *In re Buffets Holdings, Inc.*, No. 08-10141 (Bankr. D. Del. Feb. 28, 2008).⁵

⁵ Because of the voluminous nature of the orders cited herein, such orders are not attached to this Motion. Copies of these orders are available upon request of the Debtors' proposed counsel.

31. The Debtors maintain that the relief requested herein strikes a fair balance between the rights of the Utility Companies and the rights of the Debtors under the Bankruptcy Code and the need for the Debtors to continue to receive, for the benefit of their estates, the Utility Services upon which their businesses and operations depend. Based upon the foregoing, the Debtors submit that the relief requested herein should be granted.

**SATISFACTION OF REQUIREMENTS OF
BANKRUPTCY RULE 6003 AS TO INTERIM RELIEF**

32. As noted above, maintaining the Utility Services is necessary in order for the Debtors to operate their business and establishing the Adequate Assurance Deposit within 21 days of the Petition Date is required to maintain the Debtors' Utility Services. Thus, the interim utility relief is vital to avoid immediate and irreparable harm. Accordingly, the Debtors submit that Bankruptcy Rule 6003 is satisfied.

WAIVER OF BANKRUPTCY RULE 6004(A) AND 6004(H)

33. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay provided under Bankruptcy Rule 6004(h).

NOTICE

34. Notice of this Motion has been provided via facsimile, overnight delivery service, electronic transmission or same-day messenger service to: (i) the U.S. Trustee; (ii) counsel for the agent for the Debtors' proposed debtor-in-possession lenders; (iii) counsel for The CIT Group/Business Credit, Inc., as resigning agent under the Debtors' first lien credit agreement, counsel for BDCM Opportunity Fund II, LP, Black Diamond CLO 2005-1 Adviser L.L.C. and Spectrum Investment Partners LP, and each other lender under the Debtors' first lien credit


agreement; (iv) counsel for The Bank of New York Mellon, in its capacity as administrative agent and collateral agent under the Debtors' second lien credit agreement; (v) the Debtors' twenty (20) largest unsecured creditors listed in the Debtors' consolidated list of creditors (excluding insiders); (vi) Bank of America, Fidelity National Bank, J.P. Morgan Chase Bank and Bank of Nova Scotia, which are the banks with which the Debtors maintain their primary banking relationships; and (vii) all other persons requesting notices. As this Motion is seeking "first day" relief, within two (2) business days of the hearing on this Motion, the Debtors will serve copies of this Motion and any order entered in respect to this Motion as required by Local Rule 9013-1(m). In light of the expedited nature of the relief requested, the Debtors respectfully submit that no further notice is necessary.

35. The Debtors also intend to serve a copy of this Motion and the Interim Order upon each Utility Company via first-class United States mail within forty-eight (48) hours after the entry of the Interim Order.

CONCLUSION

WHEREFORE the Debtors respectfully request entry of an Interim Order, substantially in the form attached hereto as **Exhibit B**, and a Final Order, substantially in the form attached hereto as **Exhibit C**, (a) deeming utilities adequately assured of payment, (b) prohibiting utilities from altering, refusing, or discontinuing services, and (c) establishing procedures for resolving requests for additional assurance and granting the Debtors such other and further relief as may be just.

Dated: June 10, 2012
Wilmington, Delaware



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Proposed Counsel for the Debtors

EXHIBIT A

Utility Companies and Related Information

No.	Utility Provider Name	Provider Account(s) (if known)	Facility Name (if known)	Facility Location (if known)	Service Type
1	Amerigas - Pittsburgh	512200			Natural Gas
2	Anx Ebusiness				Telecommunications
3	Ashland, Town of (MA)	360036059003	Westboro/Ashland 0495	Ashland, MA	Water
4	AT & T				Telecommunications
5	AT & T - 105068				Telecommunications
6	AT & T - 5080				Telecommunications
7	AT & T - 5080				Telecommunications
8	AT & T - 5080				Telecommunications
9	AT & T - 5080				Telecommunications
10	AT&T				Telecommunications
11	AT&T - 5019				Telecommunications
12	AT&T - 105262				Telecommunications
13	AT&T - 5025				Telecommunications
14	AT&T - 5025				Telecommunications
15	AT&T - 5091				Telecommunications
16	AT&T - 8100				Telecommunications
17	AT&T - Kansas City27820				Telecommunications
18	AT&T - Kansas City27820				Telecommunications
19	AT&T Enterprises Canada Co.				Telecommunications
20	AT&T Global				Telecommunications
21	AT&T Mobility				Telecommunications
22	AT&T Pro - Cabs				Telecommunications
23	Atmos Energy	4000005405700930 279	Shelbyville Terminal #0469	Shelbyville, KY	Natural Gas
24	Avaya, Inc.				Telecommunications
25	BC Hydro	5760301	Vancouver Terminal #2001	New Westminster, BC	Electricity
26	Bell Aliant				Telecommunications
27	Bell Canada				Telecommunications

No.	Utility Provider Name	Provider Account(s) (if known)	Facility Name (if known)	Facility Location (if known)	Service Type
28	Bell Canada - Cp 11490				Telecommunications
29	Bell Canada - Cp 8712 Succ A				Telecommunications
30	Bell Canada - Po Box 1550/ Cp 1550				Telecommunications
31	Bell Canada - Po Box 9000				Telecommunications
32	Bell Canada - Succursale A				Telecommunications
33	Bell Mobility				Telecommunications
34	Bell Mobility - Burlington				Telecommunications
35	Bell Mobility Paging				Telecommunications
36	Bell Motor Express, Inc				Telecommunications
37	Cal-Portisan	A5430	Calgary Terminal #2003	Calgary, AB	MULTI
38	Cayce, City (SC)	080000448001	Columbia #0404	Cayce, SC	Water/Sewer
39	Centurylink				Telecommunications
40	Centurylink - 29040				Telecommunications
41	Centurylink - Seattle				Telecommunications
42	Centurylink - Seattle				Telecommunications
43	City Water International Inc	512200			Natural Gas
44	Clayton County Water Authority	0904723801	Atlanta Terminal #0401	Atlanta, GA	Water, Fire, Stormwater
45	Clayton County Water Authority	2525020700	Atlanta Terminal #0401	Atlanta, GA	Stormwater
46	Clayton County Water Authority	2525020900	Atlanta Terminal #0401	Atlanta, GA	Stormwater
47	Columbia Gas (OH)	132243000020005	Terminal #0472 Marysville	Marysville, OH	Natural Gas
48	Compton Communications				Telecommunications
49	Corporation of Delta	42120	Vancouver Terminal #2001	New Westminster, BC	Water/Sewer
50	Cottage Grove, City of (MN)	111933444	Cottage Grove #0454	Cottage Grove, MN	Water/Sewer/Electric
51	Dearborn, City of (MI)	305315	Dearborn Terminal #0466	Dearborn, MI	Water/Sewer
52	Dearborn, City of (MI)	305331	Dearborn Terminal #0466	Dearborn, MI	Water/Sewer
53	Dearborn, City of (MI)	305349	Dearborn Terminal #0466	Dearborn, MI	Water/Sewer
54	Dearborn, City of (MI)	906703	Dearborn Terminal #0466	Dearborn, MI	Water/Sewer

No.	Utility Provider Name	Provider Account(s) (if known)	Facility Name (if known)	Facility Location (if known)	Service Type
55	Direct Energy Regulated Services	7666474431017	Calgary Terminal #2003	Calgary, AB	Water/Sewer
56	Direct Energy Regulated Services	7687523421018	Edmonton Terminal #2004	Edmonton, AB	Natural Gas
57	Dominion Virginia Power	512100			Electricity
58	DTE Energy	000229617	Dearborn Terminal #0466	Dearborn, MI	Electricity
59	DTE Energy	456863300038	Dearborn Terminal #0466	Dearborn, MI	Natural Gas
60	DTE Energy	456863300046	Dearborn Terminal #0466	Dearborn, MI	Natural Gas
61	DTE Energy	512100			Electricity
62	Duke Energy (Formerly Duke Pwer (NC))	1210210148	Winston Salem #0405	Walkertown, NC	Electricity
63	Duke Energy (Formerly Duke Pwer (NC))	1319625953	Winston Salem #0405	Walkertown, NC	Electricity
64	Duke Energy (Formerly Duke Pwer (NC))	1322771110	Winston Salem #0405	Walkertown, NC	Electricity
65	Energie NB Power	54062645	Moncton Terminal #2017	Moncton, NB	Electricity
66	Energie NB Power	55890524	Moncton Terminal #2017	Moncton, NB	Electricity
67	Energie NB Power	55916365	Moncton Terminal #2017	Moncton, NB	Electricity
68	Enmax	500023418	Calgary Terminal #2003	Calgary, AB	Electricity
69	ENTERGY NEW ORLEANS	49730153	New Orleans #0412	New Orleans, LA	Electricity
70	Enwin Utilities	4425691234	Windsor Terminal #2011	Windsor, ON	Water/Sewer
71	Enwin Utilities	5797115888	Windsor Terminal #2011	Windsor, ON	Electricity
72	Enwin Utilities	9355975336	Windsor Terminal #2011	Windsor, ON	Electricity
73	EPCOR	17483983	Edmonton Terminal #2004	Edmonton, AB	Electricity
74	Erie County Water Authority	705477215	Buffalo Terminal #0477	West Seneca, NY	Water
75	Fort Wayne, City (IN)	000052610029	Fort Wayne, Indiana #0475	Fort Wayne, IN	Water/Sewer
76	Fort Wayne, City (IN)	000056480023	Fort Wayne, Indiana #0475	Fort Wayne, IN	Water/Sewer
77	Fort Wayne, City (IN)	000069610012	Fort Wayne, Indiana #0475	Fort Wayne, IN	Water
78	FortisBC (Terasen Gas)	1580862	Vancouver Terminal #2001	New Westminster, BC	Natural Gas
79	FPL	9043594572	Palm Center #0492	Jupiter, FL	Electricity
80	Frontier Telephone				Telecommunications
81	Gas Incorporated	245672	Lawrenceville Terminal #0411	Dacula, GA	Propane

No.	Utility Provider Name	Provider Account(s) (if known)	Facility Name (if known)	Facility Location (if known)	Service Type
82	Georgia Natural Gas Services	0027895352809493	Atlanta Terminal #0401	Atlanta, GA	Natural Gas
83	GEORGIA POWER	3599962010	Atlanta Terminal #0401	Atlanta, GA	Electricity
84	Granite Telecommunications				Telecommunications
85	Granite Telecommunications				Telecommunications
86	Gwinnett County Public Utilities	20184783	Lawrenceville Terminal #0411	Dacula, GA	Water
87	Gwinnett County Public Utilities	20228875	Lawrenceville Terminal #0411	Dacula, GA	Water/Sewer
88	GXS				Telecommunications
89	Halifax Regional Water Commission	000000436054	Halifax Terminal #2018	Shearwater, NS	Water/Sewer
90	HILCO - Hill County Electric Cooperative	236002	Midlothian #0439	Midlothian, TX	Electricity
91	HILCO - Hill County Electric Cooperative	71521002	Midlothian #0439	Midlothian, TX	Electricity
92	Hydro Quebec	299001213345	Charny Terminal #2016	Charny, QC	Electricity
93	Hydro Quebec	299001213394	Charny Terminal #2016	Charny, QC	Electricity
94	Hydro Quebec	299001213501	Charny Terminal #2016	Charny, QC	Electricity
95	Infinite Conferencing Inc				Telecommunications
96	Integrus Energy Services of New York Inc	237770	Buffalo Terminal #0477	West Seneca, NY	Electricity
97	Jackson EMC	342208	Lawrenceville Terminal #0411	Dacula, GA	Electricity
98	Kansas City Power & Light	0130802511	Kansas City Terminal #0436	Kansas City, MO	Electricity
99	Kansas City Power & Light	2142663867	Kansas City Terminal #0436	Kansas City, MO	Electricity
100	Kansas City Power & Light	3664043378	Kansas City Terminal #0436	Kansas City, MO	Electricity
101	Kansas City Power & Light	4434535918	Kansas City Terminal #0436	Kansas City, MO	Electricity
102	Kansas City Power & Light	8313503665	Kansas City Terminal #0436	Kansas City, MO	Electricity
103	KCMO Water Services Department	0002313490186875 8	Kansas City Terminal #0436	Kansas City, MO	Water/Sewer
104	Kentucky Utilities	300004157537	Shelbyville Terminal #0469	Shelbyville, KY	Electricity
105	Kleinschmidt, Inc.				Telecommunications
106	La Petroliere	6398811	Montreal 2015 Lambeth/St. Thomas Terminal #2012	Montreal, PQ London, ON	Propane Electricity
107	London Hydro	6391388			Electricity

No.	Utility Provider Name	Provider Account(s) (if known)	Facility Name (if known)	Facility Location (if known)	Service Type
108	Manitoba Hydro	76409846035048	Winnipeg Manitoba #2007- Marion Street	Winnipeg, MB	Natural Gas
109	Manitoba Hydro	76409846199548	Winnipeg Manitoba #2007- Marion Street	Winnipeg, MB	Natural Gas
110	Manitoba Hydro	78849506383708	Winnipeg Manitoba #2007- Marion Street	Winnipeg, MB	Electricity
111	Manitoba Hydro	76409846023670	Winnipeg Manitoba #2007- Plinquet Street	Winnipeg, MB	Electric/Natural Gas
112	Megapath Networks Inc.				Telecommunications
113	Memphis Light Gas & Water	0002116631131790	Memphis, TN #0416	Memphis, TN	Water/Sewer/Electric/Natural Gas
114	Missouri Gas Energy	6404819956	Kansas City Terminal #0436	Kansas City, MO	Natural Gas
115	Moncton, City of (NB)	521127033870	Moncton Terminal #2017	Moncton, NB	Water/Sewer
116	National Fuel	510984911	Buffalo Terminal #0477	West Seneca, NY	Natural Gas
117	New York State Elec & Gas	10012067194	Buffalo Terminal #0477	West Seneca, NY	Electricity
118	Northern Indiana Pub Serv Co	6229150034	Fort Wayne, Indiana #0475	Fort Wayne, IN	Natural Gas
119	Northern Indiana Pub Serv Co	8968150053	Fort Wayne, Indiana #0475	Fort Wayne, IN	Natural Gas
120	Nova Scotia Power	13653308	Halifax Terminal #2018	Shearwater, NS	Electricity
121	NSTAR	10867381039	Westboro/Ashland 0495	Ashland, MA	Electricity
122	NSTAR	10867381047	Westboro/Ashland 0495	Ashland, MA	Natural Gas
123	NSTAR	26776741030	Westboro/Ashland 0495	Ashland, MA	Electricity
124	Osterman Gas Service Inc	512200			Natural Gas
125	Paetec				Telecommunications
126	Progress Energy	0822498064	Orlanda # 38	Orlando, FL	Electricity
127	Public Water Supply District No. 2 - Liberty	00000136	Kansas City Terminal #0436	Kansas City, MO	Water
128	Puget Sound Energy	512100			Electricity
129	Rogers Wireless, Inc.				Telecommunications
130	SaskEnergy	1109705996102010	Saskatoon #2006	Saskatoon, SK	Natural Gas
131	SCANA Energy	4310110619976	Atlanta Terminal #0401	Atlanta, GA	Natural Gas
132	SCE&G	7210066928553	Columbia #0404	Cayce, SC	Electric/Natural Gas

No.	Utility Provider Name	Provider Account(s) (if known)	Facility Name (if known)	Facility Location (if known)	Service Type
133	Shelbyville Municipal Water	16847002	Shelbyville Terminal #0469	Shelbyville, KY	Water
134	Sprint - 4181				Telecommunications
135	Sprint - 88026				Telecommunications
136	Sprint PCS				Telecommunications
137	Sprint PCS - Po79357				Telecommunications
138	Superior Propane	10598991	Calgary 2003	Calgary, AB	Propane
139	Superior Propane Inc	05259177	Vancouver Terminal #2001	New Westminster, BC	Propane
140	Tampa Electric Co	02510272853	Tampa Terminal #0408	Tampa, FL	Electricity
141	Tampa Electric Co	02511005780	Tampa Terminal #0408	Tampa, FL	Electricity
142	Tampa Electric Company	512100			Electricity
143	Town of Ashland	512300			Water/Sewer
144	Union Rural Electric Cooperative Inc	548102	Terminal #0472 Marysville Lambeth/St. Thomas Terminal #2012	Marysville, OH	Electricity
145	UnionGas	34480631739036		London, ON	Natural Gas
146	UnionGas	34480871504187	Windsor Terminal #2011	Windsor, ON	Natural Gas
147	United Propane LLC	512200			Natural Gas
148	United REMC	2692201	Fort Wayne, Indiana #0475	Fort Wayne, IN	Electricity
149	Verizon				Telecommunications
150	Verizon				Telecommunications
151	Verizon - Albany 15124				Telecommunications
152	Verizon - Dallas				Telecommunications
153	Verizon - Dallas				Telecommunications
154	Verizon - Dallas660652				Telecommunications
155	Verizon Business				Telecommunications
156	Verizon California				Telecommunications
157	Verizon California				Telecommunications
158	Verizon California				Telecommunications
159	Verizon California				Telecommunications

No.	Utility Provider Name	Provider Account(s) (if known)	Facility Name (if known)	Facility Location (if known)	Service Type
160	Verizon California				Telecommunications
161	Verizon Communications				Telecommunications
162	Verizon Communications				Telecommunications
163	Verizon Florida Inc				Telecommunications
164	Verizon- Trenton				Telecommunications
165	Verizon Wireless				Telecommunications
166	Verizon Wireless - Dallas660108				Telecommunications
167	Winnipeg, City of (MB)	86901100007	Winnipeg Manitoba #2007- Marion Street	Winnipeg, MB	Water/Sewer
168	Winnipeg, City of (MB)	96901100006	Winnipeg Manitoba #2007- Marion Street	Winnipeg, MB	Water/Sewer
169	Winnipeg, City of (MB)	19601100001	Winnipeg Manitoba #2007- Plinquet Street	Winnipeg, MB	Water/Sewer
170	Winston-Salem, City of (NC)	US0011733	Winston Salem #0405	Walkertown, NC	Sewage
171	Xcel Energy - Northern States Power Comp	5150736344	Cottage Grove #0454	Cottage Grove, MN	Water/Sewer
172	Xcel Energy - Northern States Power Comp	5161306427	Cottage Grove #0454	Cottage Grove, MN	Natural Gas

EXHIBIT B
Proposed Interim Order

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

In re:

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

Debtors.

Chapter 11

Case No. 12-11564 (CSS)

(Joint Administration Pending)

**INTERIM ORDER DETERMINING ADEQUATE
ASSURANCE OF PAYMENT FOR FUTURE UTILITY SERVICES**

Upon the motion (the “**Motion**”)² of Allied Systems Holdings, Inc. and its U.S. and Canadian subsidiaries (collectively, the “**Debtors**”), for entry of an interim order (this “**Order**”) (a) deeming utilities adequately assured of payment, (b) prohibiting utilities from altering, refusing, or discontinuing services, (c) establishing procedures for resolving requests for additional assurance and (d) scheduling a final hearing (the “**Final Hearing**”) to consider entry of the Final Order; and upon the Declaration of Scott D. Macaulay in Support of Chapter 11 Petitions and First Day Motions, filed on the Petition Date; and the Court having found that: (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (iii) venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; (iv) the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and (v) the Debtors provided appropriate notice of the Motion and the opportunity for a hearing on the Motion under the circumstances; and the Court having reviewed the Motion and having

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 otherwise defined herein shall have the meanings ascribed to them in the Motion.

heard the statements in support of the relief requested therein at a hearing before the Court (the “**Hearing**”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefore,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein on an interim basis.
2. In addition, a Final Hearing with respect to the Motion shall be held on _____, 2012 at __:__ a.m./p.m. prevailing Eastern Time. Any objections or responses to the Motion (including any objections to the proposed Adequate Assurance Proceedings) shall be filed within fifteen (15) days of the entry of this Order.
3. The Debtors shall deposit the Adequate Assurance Deposit into the Adequate Assurance Deposit Account as provided in the Motion within twenty (20) business days following entry of this Order.
4. Absent compliance with the procedures set forth in the Motion and this Order, the Debtors’ utility providers (the “**Utility Companies**”) are prohibited from altering, refusing or discontinuing service on account of any unpaid prepetition charges and are deemed to have received adequate assurance of payment in compliance with Section 366 of the Bankruptcy Code, pending entry of the Final Order.
5. The Adequate Assurance Deposit in conjunction with the Debtors’ cash flow from operations, cash on hand and proceeds from the proposed debtor-in-possession facility demonstrate the Debtors’ ability to pay for future utility services in the ordinary course of business (together, the “**Proposed Adequate Assurance**”) and constitute sufficient adequate assurance to the Utility Companies. The Proposed Adequate Assurance is, therefore, hereby

approved and is deemed adequate assurance of payment as the term is used in Section 366 of the Bankruptcy Code, except as otherwise determined pursuant to this Order, pending entry of the Final Order.

6. The following Adequate Assurance Procedures are approved:
 - i. In the event that a Utility Company maintains that the Adequate Assurance Deposit is not satisfactory assurance of future payment, the Utility Company must serve a request (an “**Additional Adequate Assurance Request**”) for additional adequate assurance upon the proposed counsel for the Debtors—Troutman Sanders LLP, Suite 5200, 600 Peachtree Street, N.E., Atlanta, Georgia 30308, c/o Jeffrey W. Kelley; and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, c/o Mark D. Collins, and counsel to the Debtors’ proposed agent under the DIP Facility, Latham & Watkins LLP, 355 South Grand Avenue, Los Angeles, CA 90071-1560, c/o Robert Klyman and Young Conaway Stargatt & Taylor, LLP, 1000 N. King Street., Wilmington, DE 19801, c/o Michael Nestor.
 - ii. Any Additional Adequate Assurance Request must: (i) be made in writing; (ii) set forth the location(s) for which Utility Services are provided, including corresponding account number(s); (iii) include a summary of the Debtors’ payment history relevant to the affected account(s), including any deposit, letter(s) of credit, or other security securing the Debtors’ obligation(s); (iv) set forth what the Utility Company would accept as satisfactory adequate assurance of future payment; and (v) provide a fax and electronic mail address to which the Debtors may respond to the Additional Adequate Assurance Request.
 - iii. The Debtors shall have until thirty (30) days after the Additional Adequate Assurance Request Deadline (the “**Resolution Period**”) to negotiate with the Utility Companies that serve an Additional Adequate Assurance Request.
 - iv. Without further order of the Court, the Debtors may enter into agreements granting additional adequate assurance to a Utility Company serving a timely Additional Adequate Assurance Request if the Debtors, in their discretion, determine that the Additional Adequate Assurance Request is reasonable or if the parties negotiate alternate consensual provisions, subject to the Approved Budget as may be amended from time to time with the consent of the agent under the DIP Facility.

- v. If the Debtors determine that an Additional Adequate Assurance Request is unreasonable and are not able to reach an alternative resolution with the Utility Company during the Resolution Period, the Debtors, during or immediately after the Resolution Period, will request a hearing before the Court to determine the adequacy of assurance of payment with respect to a particular Utility Company, pursuant to Section 366 of the Bankruptcy Code (the “**Determination Hearing**”).
- vi. Pending resolution of any such Determination Hearing, the Utility Company shall be prohibited from altering, refusing, or discontinuing services to the Debtors.

7. This Order applies to any subsequently identified Utility Company, regardless of when each Utility Company was added to the Utility Service List.

8. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied or otherwise deemed waived.

9. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied by the Motion or otherwise deemed waived.

10. To the extent the fourteen-day stay of Bankruptcy Rule 6004(h) may be construed to apply to the subject matter of this Order, such stay is hereby waived.

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

12. This Court shall retain jurisdiction to interpret and enforce this Order.

Dated: June _____, 2012
Wilmington, Delaware

THE HONORABLE CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT C

Proposed Final Order

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

In re:

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

Debtors.

Chapter 11

Case No. 12-11564 (CSS)

(Joint Administration Pending)

**FINAL ORDER DETERMINING ADEQUATE
ASSURANCE OF PAYMENT FOR FUTURE UTILITY SERVICES**

Upon the motion (the “**Motion**”)² of Allied Systems Holdings, Inc. and its U.S. and Canadian subsidiaries (collectively, the “**Debtors**”), for entry of a final order (this “**Order**”) determining adequate assurance of payment for future utility services, all as more fully set forth in the Motion; and upon the Declaration of Scott D. Macaulay in Support of Chapter 11 Petitions and First Day Motions; and the Court having found that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (iii) venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; (iv) the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and (v) the Debtors provided appropriate notice of the Motion and the opportunity for a hearing on the Motion under the circumstances; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before the Court (the “**Hearing**”); and the

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 otherwise defined herein shall have the meanings ascribed to them in the Motion.

Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefore,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. As Adequate Assurance, the Debtors deposited the Adequate Assurance Deposit into the Adequate Assurance Deposit Account as provided in the Motion within three business days following entry of the Interim Order. The Adequate Assurance Deposit will be held for the benefit of Utility Providers during the pendency of these Chapter 11 Cases.³
3. Absent compliance with the procedures set forth in the Motion and this Order, the Debtors' utility providers (the "**Utility Companies**") are prohibited from altering, refusing or discontinuing service on account of any unpaid prepetition charges and are deemed to have received adequate assurance of payment in compliance with Section 366 of the Bankruptcy Code.
4. The Adequate Assurance Deposit in conjunction with the Debtors' cash flow from operations, cash on hand and proceeds from the proposed debtor-in-possession facility demonstrate the Debtors' ability to pay for future utility services in the ordinary course of business (together, the "**Proposed Adequate Assurance**") and constitute sufficient adequate assurance to the Utility Companies. The Proposed Adequate Assurance is, therefore, hereby approved and is deemed adequate assurance of payment as the term is used in Section 366 of the Bankruptcy Code, except as otherwise determined pursuant to this Order.
5. The following Adequate Assurance Procedures are approved:

³ The portion of the Adequate Assurance Deposit attributable to each Utility Provider shall be returned to the Debtors on the earlier of (a) the Debtors' termination of services from such provider and (b) the conclusion of these Chapter 11 Cases, if not applied earlier.

- i. In the event that a Utility Company maintains that the Adequate Assurance Deposit is not satisfactory assurance of future payment, the Utility Company must serve a request (an “**Additional Adequate Assurance Request**”) for additional adequate assurance upon the proposed counsel for the Debtors—Troutman Sanders LLP, Suite 5200, 600 Peachtree Street, N.E., Atlanta, Georgia 30308, c/o Jeffrey W. Kelley; and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, c/o Mark D. Collins, and counsel to the Debtors’ proposed agent under the DIP Facility, Latham & Watkins LLP, 355 South Grand Avenue, Los Angeles, CA 90071-1560, c/o Robert Klyman and Young Conaway Stargatt & Taylor, LLP, 1000 N. King Street., Wilmington, DE 19801, c/o Michael Nestor.
- ii. Any Additional Adequate Assurance Request must: (i) be made in writing; (ii) set forth the location(s) for which Utility Services are provided, including corresponding account number(s); (iii) include a summary of the Debtors’ payment history relevant to the affected account(s), including any deposit, letter(s) of credit, or other security securing the Debtors’ obligation(s); (iv) set forth what the Utility Company would accept as satisfactory adequate assurance of future payment; and (v) provide a fax and electronic mail address to which the Debtors may respond to the Additional Adequate Assurance Request.
- iii. The Debtors shall have until thirty days after the Additional Adequate Assurance Request Deadline (the “**Resolution Period**”) to negotiate with the Utility Companies that serve an Additional Adequate Assurance Request.
- iv. Without further order of the Court, the Debtors may enter into agreements granting additional adequate assurance to a Utility Company serving a timely Additional Adequate Assurance Request if the Debtors, in their discretion, determine that the Additional Adequate Assurance Request is reasonable or if the parties negotiate alternate consensual provisions, subject to the Approved Budget as may be amended from time to time with the consent of the agent under the DIP Facility.
- v. If the Debtors determine that an Additional Adequate Assurance Request is unreasonable and are not able to reach an alternative resolution with the Utility Company during the Resolution Period, the Debtors, during or immediately after the Resolution Period, will request a hearing before the Court to determine the adequacy of assurance of payment with respect to a particularly Utility Company, pursuant to Section 366 of the Bankruptcy Code (the “**Determination Hearing**”).

vi. Pending resolution of any such Determination Hearing, the Utility Company shall be prohibited from altering, refusing, or discontinuing services to the Debtors.

6. This Order applies to any subsequently identified Utility Company, regardless of when each Utility Provider was added to the Utility Service List.

7. To the extent the 14-day stay of Bankruptcy Rule 6004(h) may be construed to apply to the subject matter of this Order, such stay is hereby waived.

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

9. This Court shall retain jurisdiction to interpret and enforce this Order.

Dated: June _____, 2012
Wilmington, Delaware

THE HONORABLE CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

Appendix “K”

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

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

Debtors.

Chapter 11

Case No. 12-11564 (CSS)

(Joint Administration Pending)

**DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL
ORDERS AUTHORIZING, BUT NOT DIRECTING, THE DEBTORS
TO PAY CERTAIN PREPETITION CLAIMS OF CRITICAL
VENDORS AND GRANTING CERTAIN RELATED RELIEF**

Allied Systems Holdings, Inc. (“Allied Holdings”) and its U.S. and Canadian subsidiaries (collectively, the “Debtors”) hereby file this motion (this “Motion”) for entry of an interim order, substantially in the form attached hereto as Exhibit A (the “Interim Order”), and a final order, substantially in the form attached hereto as Exhibit B (the “Final Order”), (i) authorizing, but not directing, the Debtors to pay certain prepetition claims of Critical Vendors (as defined herein) in the ordinary course of business as such claims come due and (ii) scheduling a final hearing (the “Final Hearing”) to consider entry of the Final Order. In support of the Motion, concurrently herewith, the Debtors submit the Declaration of Scott Macaulay in Support of the Debtors’ Chapter 11 Petitions and First Day Motions (the “Macaulay Declaration”) and respectfully state as follows:

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.

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. § 1334. Consideration of this Motion is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of this proceeding is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

BACKGROUND

2. On May 17, 2012, involuntary petitions were filed against Allied Holdings and its subsidiary Allied Systems, Ltd. (L.P.) (“**Allied Systems**”) under Chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”) in this Bankruptcy Court (the “**Court**”). On June 10, 2012, the remaining Debtors filed voluntary petitions in this Court and, in connection therewith, Allied Holdings and Allied Systems consented to the involuntary petitions filed against them. The “**Petition Date**” of such Debtor is the date that such involuntary petition or voluntary petition was filed by or against such Debtor. The chapter 11 cases commenced thereby are, collectively, the “**Chapter 11 Cases**.”

3. The Debtors are authorized to operate their businesses as debtors-in-possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code. As of the date of this Motion, no official committee of unsecured creditors has been appointed by the Office of the United States Trustee.

4. The Debtors’ major line of business, known in the industry as “car haul,” is the transport of light vehicles, such as automobiles, sport-utility vehicles and light trucks, from manufacturing plants, ports, auctions, and railway distribution points to automobile dealerships in the United States and Canada by means of tractor trailers referred to as “**Rigs**.” The Debtors’ smaller line of business is logistics, which includes arranging for and managing vehicle distributions services, automobile inspections, auction and yard management services, vehicle tracking, accessorizing, and dealer preparation services for the automobile industry in the United States and Canada, and providing yard management services in Mexico.

5. Additional information about the Debtors' businesses, the events leading up to the Petition Date, and the facts and circumstances surrounding the Debtors and these Chapter 11 Cases can be found in the Macaulay Declaration.

RELIEF REQUESTED

6. In its day-to-day operations, the Debtors rely heavily on several suppliers and service providers to ensure their businesses run smoothly and efficiently, including without limitation: (a) fuel providers; (b) parts suppliers; and (c) certain service providers (collectively the "**Critical Vendors**"). The Debtors believe the goods and services supplied by these Critical Vendors are essential to its operations in that its businesses could not continue to operate without access to them. Not only does non-payment of the pre-petition claims of the Critical Vendors create a significant risk of disruption to the Debtors' operations, but the Debtors anticipate that they would be unable to continue to transact with many of the Critical Vendors without payment of such vendors' pre-petition claims.

7. By this Motion, the Debtors seek entry of interim and final orders authorizing, but not directing, the Debtors to pay certain pre-petition claims of Critical Vendors up to \$500,000 on an interim basis, and up to \$1,100,000 on a final basis (inclusive of the amount sought on an interim basis) (the "**Critical Vendor Claims**"),² subject to that certain budget (the "**Approved Budget**") as may be amended from time to time with the consent of the agent under the Debtors' debtor-in-possession delayed draw term loan facility (the "**DIP Facility**"). The Debtors, with the assistance of their advisors, have spent significant time reviewing and analyzing their books and records to identify certain critical business relationships and/or suppliers of goods and services

² These identified caps are based on the Debtors' current accounts payable information. Certain adjustments and reconciliations will be necessary to account for those invoices that have been issued for the different Critical Vendors, but not yet received by the Debtors as of the Petition Date. Accordingly, the Debtors reserve the right to request an adjustment of the caps prior to or at the final hearing on the Motion.

the loss of which could immediately and irreparably harm their businesses, reduce their enterprise value and/or significantly impair their going-concern viability. As part of this process, the Debtors considered a variety of factors, including, without limitation:

- a. whether a particular vendor is a “single source” supplier;
- b. whether there are alternative vendors who can provide requisite volumes of similar goods or services on better (or equal) terms and, if so, whether the Debtors would be able to continue operating while transitioning business thereto;
- c. whether the Debtors have sufficient inventory to continue operations while a replacement vendor, if any, can be found;
- d. whether the failure to pay amounts owed would cause the Debtors to incur higher costs or cause the Debtors to lose significant sales or future revenue;
- e. whether a vendor meeting the foregoing criteria is able or likely to refuse to ship products to or perform services for the Debtors postpetition if its prepetition balances are not paid; and, finally
- f. whether certain vendors may be entitled to request an administrative expense priority claim under section 503(b)(9) of the Bankruptcy Code to the extent they delivered, and the Debtors received, goods within the twenty (20) day period prior to the Petition Date.

8. The Critical Vendors constitute a small portion of the Debtors’ trade vendors by both number and dollar amount. Specifically, the prepetition trade amount owed to Critical Vendors represents approximately 8.6% of the Debtors’ total prepetition trade obligations of approximately \$12,700,000. Moreover, the Debtors estimate that, as of the Petition Date, they owe the Critical Vendors approximately \$825,000 in the aggregate for goods received by the Debtors within twenty (20) days of the Petition Date (approximately 70% of the prepetition Critical Vendor Claims), which amounts will be entitled to administrative priority under section 503(b)(9) of the Bankruptcy Code.

9. The Critical Vendors include “single source” providers for parts and services. For example, the Debtors’ own approximately 2,400 Rigs. Many, if not all, of the repair and maintenance parts for the Rigs are available from only two sources. Without access to these parts, the Debtors’ entire enterprise would systematically shut down, irreparably harming the Debtors’ relationships with their key customers and diminishing the value of their bankruptcy estates. The Debtors estimate the portion of the Critical Vendor Claims attributable to these two vendors is approximately \$20,000.

10. By way of further example, the Debtors rely upon certain third parties, including lodging, security, and tollway authorities. The Debtors estimate the portion of the Critical Vendor Claims attributable these service providers is approximately \$65,000.

11. Finally, the Debtors obtain truck fuel from approximately seven (7) providers. A number of these providers require the Debtors to pre-pay for fuel. However, the Debtors are currently able to obtain fuel from approximately two (2) providers on five (5) day terms. The Debtors estimate the portion of the Critical Vendor Claims attributable these fuel vendors is approximately \$20,000.

12. By the Motion, the Debtors seek authority to pay, in their sole discretion based on their business judgment, up to \$500,000 to Critical Vendors on account of their prepetition claims on an interim basis (the “**Interim Critical Vendor Cap**”) and up to a maximum aggregate amount of \$1,100,000 to Critical Vendors on account of their prepetition claims on a final basis (the “**Final Critical Vendor Cap**”), subject to the Approved Budget under the DIP Facility. The Debtors seek authority to pay prepetition amounts owed to the vendors specifically described herein, in addition to any other Critical Vendors that the Debtors decide, in their

business judgment, must be paid in order to preserve the value of the Debtors' estates for the benefit of the Debtors' creditors, subject to the caps set forth herein.

BASIS FOR RELIEF

A. Ample Authority Exists to Support Paying the Critical Vendor Claims

13. Courts generally acknowledge that, under appropriate circumstances, they may authorize a debtor to pay (or provide special treatment for) certain prepetition obligations. *See, e.g., In re Just for Feet, Inc.*, 242 B.R. 821, 824-25 (Bankr. D. Del. 1999) (noting that, in the Third Circuit, debtors may pay prepetition claims that are essential to the continued operation of the debtor's business); *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) (granting the debtor the authority to pay prepetition wages); *Armstrong World Indus., Inc. v. James A. Phillips, Inc.*, (*In re James A. Phillips, Inc.*), 29 B.R. 391, 398 (Bankr. S.D.N.Y. 1983) (granting the debtor the authority to pay prepetition claims of suppliers who were potential lien claimants). When authorizing payments of certain prepetition obligations, courts have relied upon several legal theories rooted in Sections 363(b) and 105(a) of the Bankruptcy Code.

14. Consistent with a debtor's fiduciary duties, where there is a sound business purpose for the payment of prepetition obligations, and where the debtor is able to "articulate some business justification, other than the mere appeasement of major creditors," courts have authorized debtors to make such payments under section 363(b) of the Bankruptcy Code. *See, e.g., In re Ionosphere Clubs*, 98 B.R. at 175 (finding that a sound business justification existed to pay prepetition wages); *In re James A. Phillips, Inc.*, 29 B.R. at 397 (relying upon Section 363 as a basis to allow a contractor to pay the prepetition claims of suppliers who were potential lien claimants).

15. Courts have also authorized payment of prepetition claims in appropriate circumstances pursuant to Section 105(a) of the Bankruptcy Code. Section 105(a) of the

Bankruptcy Code, which codifies the inherent equitable powers of the bankruptcy court, empowers the bankruptcy court to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). Under Section 105(a), courts may permit pre-plan payments of prepetition obligations when such payments are essential to the continued operation of the debtor’s business and, in particular, where nonpayment of a prepetition obligation would trigger a withholding of goods or services essential to the debtors’ business reorganization plan. *See In re UNR Indus.*, 143 B.R. 506, 520 (Bankr. N.D. Ill. 1992) (permitting the debtor to pay prepetition claims of suppliers or employees whose continued cooperation is essential to the debtors’ successful reorganization); *In re Ionosphere Clubs*, 98 B.R. at 177 (finding that Section 105 empowers bankruptcy courts to authorize payment of prepetition debt when such payment is needed to facilitate the rehabilitation of the debtor).

16. In addition to the authority granted a debtor in possession under Sections 363(b) and 105(a) of the Bankruptcy Code, courts have developed the “doctrine of necessity” or the “necessity of payment” rule, which originated in the landmark case of *Miltenberger v. Logansport, C. & S.W.R. Co.*, 106 U.S. 286 (1882). Since *Miltenberger*, courts have expanded their application of the doctrine of necessity to cover instances of a debtor’s reorganization, *see Dudley v. Mealey*, 147 F.2d 268, 271 (2d Cir. 1945) (holding that the court was not “helpless” to apply the rule to supply creditors where the alternative was the cessation of operations), including the United States Court of Appeals for the Third Circuit, which recognized the doctrine in *In re Lehigh & New England Ry. Co.*, 657 F.2d 570, 581 (3d Cir. 1981).

17. In *In re Lehigh*, the Third Circuit held that a court could authorize the payment of prepetition claims if such payment was essential to the continued operation of the debtor. *Id.*

(stating that a court may authorize payment of prepetition claims when there “is the possibility that the creditor will employ an immediate economic sanction, failing such payment”); *see also In re Penn Cent. Transp. Co.*, 467 F.2d 100, 102 n.1 (3d Cir. 1972) (holding that the necessity of payment doctrine permits “immediate payment of claims of creditors where those creditors will not supply services or material essential to the conduct of the business until their pre-reorganization claims have been paid”); *In re Just for Feet*, 242 B.R. at 824-25 (noting that debtors may pay prepetition claims that are essential to continued operation of business); *In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191-92 (Bankr. D. Del. 1994) (same).

18. The necessity of payment doctrine is designed to foster the rehabilitation of a debtor in reorganization cases, which courts have recognized is “the paramount policy and goal of Chapter 11.” *In re Ionosphere Clubs*, 98 B.R. at 176; *In re Just For Feet*, 242 B.R. at 826 (finding that payment of prepetition claims to certain trade vendors was “essential to the survival of the debtor during the chapter 11 reorganization.”); *see also In re Quality Interiors, Inc.*, 127 B.R. 391, 396 (Bankr. N.D. Ohio 1991) (“[P]ayment by a debtor-in-possession of pre-petition claims outside of a confirmed plan of reorganization is generally prohibited by the Bankruptcy Code”, but “[a] general practice has developed . . . where bankruptcy courts permit the payment of certain pre-petition claims, pursuant to 11 U.S.C. § 105, where the debtor will be unable to reorganize without such payment.”); *In re Eagle-Picher Indus., Inc.*, 124 B.R. 1021, 1023 (Bankr. S.D. Ohio 1991) (approving payment of prepetition unsecured claims of tool makers as “necessary to avert a serious threat to the Chapter 11 process”); *Burchinal v. Cent. Wash. Bank (In re Adams Apple, Inc.)*, 829 F.2d 1484, 1490 (9th Cir. 1987) (finding that it is appropriate to provide for the “unequal treatment of pre-petition debts when [such treatment is] necessary for rehabilitation”); 3 COLLIER ON BANKRUPTCY ¶ 105.04[5][a] (15th ed. rev. 2004) (discussing

cases in which courts have relied upon the “doctrine of necessity” or the “necessity of payment” rule to pay prepetition claims immediately).

19. Courts in this district have granted similar relief with respect to the treatment of critical vendor claims in other Chapter 11 cases to the relief being requested herein. *See, e.g., In re Friendly Ice Cream Corp.*, Case No. 11-13167 (Bankr. D. Del. Oct. 6, 2011); *In re Appleseed’s Intermediate Holdings LLC*, Case No. 11-10160 (Bankr. D. Del. Feb. 23, 2011); *In re OTC Holdings Corp.*, Case No. 10-12636 (Bankr. D. Del. Sept. 17, 2010); *In re Am. Safety Razor Co., LLC*, Case No. 10-12351 (Bankr. D. Del. Aug. 23, 2010). Relief to pay lien claimants similar to that requested herein has also been granted in recent Chapter 11 cases in this jurisdiction. *See, e.g., In re Friendly Ice Cream Corp.*, Case No. 11-13167 (Bankr. D. Del. Oct. 6, 2011); *In re Local Media Insight Holdings, Inc.*, Case No. 10-13677 (Bankr. D. Del. Nov. 19, 2010); *In re Visteon Corp.*, Case No. 09-11786 (Bankr. D. Del. June 1, 2009); *In re Flying J Inc.*, Case No. 08-13384 (Bankr. D. Del. Feb. 4, 2009); *In re Hines Horticulture, Inc.*, Case No. 08-11922 (Bankr. D. Del. Aug. 22, 2008).

20. The Debtors submit that the relief requested herein represents a sound exercise of the Debtors’ business judgment, is necessary to avoid immediate and irreparable harm to the Debtors’ estates and is therefore justified under section 363(b), as well as under section 105(a) of the Bankruptcy Code and satisfies Bankruptcy Rule 6003. For the reasons set forth below, paying the Critical Vendor Claims will benefit the Debtors’ estates and their creditors by allowing the Debtors’ business operations to continue without interruption.

B. Payment of the Critical Vendor Claims Benefits These Estates

21. The relief requested herein is appropriate and warranted under each of the above-described standards. The authority to satisfy the Critical Vendor Claims in the initial days of these cases without disrupting their operations will send a clear signal to the marketplace,

including key suppliers and customers, that the Debtors are willing and, importantly, able to conduct business as usual during their Chapter 11 Cases.

22. The Debtors' operations also require the seamless coordination of many unrelated third-parties at various stages in the Debtors' businesses. Collectively, these third-party providers ensure that the Debtors receive all of the products, services and supplies necessary to operate their businesses and meet customer demands. Any significant disruption in the Debtors' supply chain, such as a vendor halting delivery of certain necessary goods and/or services, could result in the Debtors' not having sufficient goods and/or services to operate their businesses. Such a result could cause a devastating impact on the Debtors' businesses and significantly impair their restructuring efforts.

23. In addition, absent approval of the relief sought herein, notwithstanding the protection of administrative priority, certain Critical Vendors may have little incentive to continue to provide the Debtors with trade credit postpetition. Indeed, vendors concerned about the Debtors' financial condition might start demanding, among other things, accelerated payment, cash-in-advance or cash-on-delivery prior to agreeing to provide the Debtors with goods or services in an effort to reduce exposure. Any further contraction would be detrimental to the Debtors, their estates and their creditors. In contrast, the preservation of working capital through the retention or reinstatement of trade credit, in sufficient amounts and on favorable terms, will help the Debtors conserve liquidity, stabilize their business operations and facilitate their return to profitability. Indeed, payment of certain Critical Vendor Claims could help further preserve cash by saving the cost associated with evaluating and litigating potential reclamation claims, suits and other distracting motions, which could prolong these Chapter 11 Cases and

increase administrative expenses to the detriment of maximizing value for the benefit of all stakeholders.

C. Paying the Critical Vendor Claims and Lien Claims Now Will Not Affect Creditor Recovery

24. The relief requested herein will not affect the recovery of creditors in these Chapter 11 Cases. Critical Vendors who sold goods to the Debtors that were delivered and received by the Debtors (or their agents) within twenty (20) days of the Petition Date are entitled to administrative priority under section 503(b)(9) of the Bankruptcy Code on account of such claims. Here, the Debtors estimate that, as of the Petition Date, they owe the Critical Vendors approximately \$825,000 in the aggregate for goods received by the Debtors within twenty (20) days of the Petition Date, or approximately 70% of the Final Critical Vendor Cap. Thus, a significant portion of the amounts owed to the Critical Vendors as of the Petition Date are on account of goods that are essential to the operation of the Debtors' businesses and will have been received by the Debtors within twenty (20) days of the Petition Date.

25. The relief requested herein is based upon the recognition that uncertainty on the part of Critical Vendors with respect to payment of their prepetition claims could incite them to terminate their relationship with the Debtors, or condition postpetition transactions on contracted credit terms or otherwise less favorable trade terms, which could significantly disrupt the Debtors' operations and impair their liquidity. In contrast, by paying certain prepetition trade claims now, at the beginning of these cases, the Debtors would get the benefit of the goods and services provided by such Critical Vendors without jeopardizing a favorable commercial relationship and risking operational disruption.

D. Cause Exists to Authorize the Debtors' Financial Institutions to Honor Checks and Electronic Fund Transfers

26. The Debtors have sufficient funds to remit the amounts described herein in the ordinary course of business by virtue of expected cash flows from ongoing business operations and anticipated access to debtor in possession financing and cash collateral. Also, under the Debtors' existing cash management system, the Debtors have made arrangements to readily identify checks or wire transfer requests as relating to an authorized payment in respect of the relief requested herein. Accordingly, the Debtors believe that checks or wire transfer requests, other than those relating to authorized payments, will not be honored inadvertently and the Court should authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor and pay any and all checks or wire transfer requests in respect of the relief requested herein.

E. The Requirements of Bankruptcy Rule 6003 For Interim Relief Have Been Satisfied

27. As described above, the Debtors are seeking authority pursuant to the order to pay the Critical Vendor Claims. Under Bankruptcy Rule 6003, this Court may authorize the relief requested herein within the 21-day period after the Petition Date because such relief is necessary to avoid immediate and irreparable harm to the Debtors' estates. *See* Fed. R. Bankr. Proc. 6003(b). Immediate and irreparable harm exists where the absence of relief would impair a debtor's ability to reorganize or threaten the debtor's future as a going concern. *See In re Ames Dep't Stores, Inc.*, 115 B.R. 34, 36 n.2 (Bankr. S.D.N.Y. 1990) (discussing the elements of "immediate and irreparable harm" in relation to Bankruptcy Rule 4001).

28. For the reasons described herein, immediate and irreparable harm would result without the relief requested herein being granted. Accordingly, the Debtors respectively submit

that they have satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003(b) with respect to the relief sought in this Motion.

F. Waiver of Bankruptcy Rule 6004(a) and 6004(h)

29. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay provided under Bankruptcy Rule 6004(h).

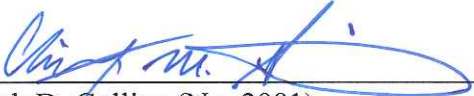
NOTICE

30. Notice of this Motion has been provided via facsimile, overnight delivery service, electronic transmission or same-day messenger service to: (i) the Office of the United States Trustee for the District of Delaware; (ii) counsel for the agent for the Debtors’ proposed debtor-in-possession lenders; (iii) counsel for The CIT Group/Business Credit, Inc., as resigning agent under the Debtors’ first lien credit agreement, counsel for BDCM Opportunity Fund II, LP, Black Diamond CLO 2005-1 Adviser L.L.C. and Spectrum Investment Partners LP, and each other lender under the Debtors’ first lien credit agreement; (iv) counsel for The Bank of New York Mellon, in its capacity as administrative agent and collateral agent under the Debtors’ second lien credit agreement; (v) the Debtors’ twenty (20) largest unsecured creditors listed in the Debtors’ consolidated list of creditors (excluding insiders); (vi) Bank of America, Fidelity National Bank, J.P. Morgan Chase Bank and Bank of Nova Scotia, which are the banks with which the Debtors maintain their primary banking relationships; and (vii) all other persons requesting notices. As this Motion is seeking “first day” relief, within two (2) business days of the hearing on this Motion, the Debtors will serve copies of this Motion and any order entered in respect to this Motion as required by Local Rule 9013-1(m). In light of the expedited nature of the relief requested, the Debtors respectfully submit that no further notice is necessary.

CONCLUSION

WHEREFORE the Debtors respectfully request entry of an order granting the relief requested herein, and granting the Debtors such other and further relief as may be just. A form of Interim Order is attached as Exhibit A and a form of Final Order is attached hereto as Exhibit B.

Dated: June 11, 2012
Wilmington, Delaware



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Proposed Counsel for the Debtors

EXHIBIT A

Proposed Interim Order

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

In re:

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

Debtors.

Chapter 11

Case No. 12-11564 (CSS)

(Joint Administration Pending)

**INTERIM ORDER AUTHORIZING, BUT NOT DIRECTING, THE DEBTORS
TO PAY CERTAIN PREPETITION CLAIMS OF CRITICAL
VENDORS AND GRANTING CERTAIN OTHER RELIEF**

This matter is before the Court on the motion of Allied Systems Holdings, Inc. and certain (“**Allied Holdings**”) and its U.S. and Canadian subsidiaries (collectively, the “**Debtors**”) for an order, pursuant to 11 U.S.C. §§ 105(a) and 363 authorizing them to pay certain prepetition claims of Critical Vendors² and granting certain other relief (the “**Motion**”).

The Court has considered the Motion, the Declaration of Scott D. Macaulay in Support of Chapter 11 Petitions and First Day Motions, and the matters reflected in the record of the hearing held on the Motion. It appears that the Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 157 and 1334; that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); that the Debtors have provided appropriate notice of the Motion and the opportunity for a hearing on the Motion under the circumstances and that no further notice is necessary; and that the relief

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 herein but not otherwise defines shall have the meanings ascribed to them in the Motion.

sought in the motion is in the best interests of the Debtors, their estates, and their creditors; and that good and sufficient cause exists for such relief.

Accordingly, it is hereby **ORDERED** as follows:

1. The Motion is **GRANTED** as set forth herein on an interim basis.
2. In addition, a Final Hearing with respect to the Motion shall be held on _____, __, 2012 at __:__ a.m./p.m. prevailing Eastern Time. Any objections or responses to the Motion shall be filed on or before _____, __, 2012, and served on parties in interest as required by the Local Rules.
3. The Debtors are authorized, but not directed, in the reasonable exercise of their business judgment, to pay all or part of, on a case-by-case basis, the Critical Vendor Claims in an aggregate amount not to exceed \$500,000 during the interim period from the date of this Order until the date that a Final Order is entered in this matter, subject to Approved Budget as may be amended from time to time with the consent of the Agent under the DIP Facility.
4. Nothing herein shall impair the Debtors' ability to contest, without prejudice, in their sole discretion, the validity and amounts of any claim obligations owed to the Critical Vendors.
5. In accordance with this Order and any other order of this Court, each of the financial institutions at which the Debtors maintain their accounts relating to the prepetition or postpetition obligations are authorized to honor checks presented for payment and all fund transfer requests made by the Debtors related to such obligations to the extent that sufficient funds are on deposit in such accounts.

6. The Debtors are authorized to issue postpetition checks or to make additional electronic payment requests with respect to payment of a Critical Vendor Claim in the event prepetition checks or electronic payment requests are dishonored or rejected.

7. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied.

8. The requirements set forth in Bankruptcy Rule 6004(a) and the Local Bankruptcy Rules are satisfied by the contents of the Motion.

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

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

11. This Court shall retain jurisdiction to interpret and enforce this Order.

Dated: June ____, 2012
Wilmington, Delaware

THE HONORABLE CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

Proposed Final Order

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

In re:

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

Debtors.

Chapter 11

Case No. 12-11564 (CSS)

(Joint Administration Pending)

**FINAL ORDER AUTHORIZING, BUT NOT DIRECTING, THE DEBTORS
TO PAY CERTAIN PREPETITION CLAIMS OF CRITICAL
VENDORS AND GRANTING CERTAIN OTHER RELIEF**

This matter is before the Court on the motion of Allied Systems Holdings, Inc. and certain (“**Allied Holdings**”) and its U.S. and Canadian subsidiaries (collectively, the “**Debtors**”) for an order, pursuant to 11 U.S.C. §§ 105(a) and 363 authorizing them to pay certain prepetition claims of Critical Vendors² and granting certain other relief (the “**Motion**”).

The Court has considered the Motion, the Declaration of Scott D. Macaulay in Support of Chapter 11 Petitions and First Day Motions, and the matters reflected in the record of the hearing held on the Motion. It appears that the Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 157 and 1334; that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); that the Debtors have provided appropriate notice of the Motion and the opportunity for a hearing on the Motion under the circumstances and that no further notice is necessary; and that the relief

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 herein but not otherwise defines shall have the meanings ascribed to them in the Motion.

sought in the motion is in the best interests of the Debtors, their estates, and their creditors; and that good and sufficient cause exists for such relief.

Accordingly, it is hereby **ORDERED** as follows:

1. The Motion is **GRANTED** as set forth herein on a final basis.
2. The Debtors are authorized, but not directed, in the reasonable exercise of their business judgment, to pay all or part of, on a case-by-case basis, the Critical Vendor Claims in an aggregate amount not to exceed \$1,100,000 (inclusive of the amount approved pursuant to the Interim Order) subject to the Approved Budget as may be amended from time to time with the consent of the Agent under the DIP Facility.
3. In accordance with this Order and any other order of this Court, each of the financial institutions at which the Debtors maintain their accounts relating to the prepetition or postpetition obligations are authorized to honor checks presented for payment and all fund transfer requests made by the Debtors related to such obligations to the extent that sufficient funds are on deposit in such accounts.
4. Nothing herein shall impair the Debtors' ability to contest, without prejudice, in their sole discretion, the validity and amounts of any claim obligations to the Critical Vendors.
5. The Debtors are authorized to issue postpetition checks or to make additional electronic payment requests with respect to payment of a Critical Vendor Claim or Lien Claim, in the event prepetition checks or electronic payment requests are dishonored or rejected.
6. The requirements set forth in Bankruptcy Rule 6004(a) and the Local Bankruptcy Rules are satisfied by the contents of the Motion.
7. Notwithstanding Bankruptcy Rule 6004(h) the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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

9. This Court shall retain jurisdiction to interpret and enforce this Order.

Dated: June ____, 2012
Wilmington, Delaware

THE HONORABLE CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE