

APR 13 2007

UNITED STATES BANKRUPTCY COURT
 NORTHERN DISTRICT OF GEORGIA
 ATLANTA DIVISION

----- x
In re Chapter 11
 :
Allied Holdings, Inc., et al., : Case Nos. 05-12515 through
 : 05-12526 and 05-12528 through
 : 05-12537
 : Jointly Administered under Case
 : No. 05-12515
Debtors. :
 ----- x Judge Mullins

**FINAL ORDER UNDER 11 U.S.C. §§ 105(a), 362, 363, AND 364 AND BANKRUPTCY
 RULES 2002, 4001, 6004, AND 9014 (I) AUTHORIZING DEBTORS TO
 (A) OBTAIN NEW SECURED POST-PETITION FINANCING TO REFINANCE
 EXISTING POST-PETITION FINANCING; (B) CONVERT NEW POST- PETITION
 FINANCING INTO EXIT FINANCING; AND (C) PAY RELATED FEES AND
EXPENSES, AND (II) GRANTING RELATED RELIEF**

THIS MATTER came before the Court on April 11, 2007 for a final hearing (the "*Final Hearing*") on the motion filed on March 16, 2007 by Allied Holdings, Inc. ("*Holdings*")¹ and certain of its affiliates (collectively, the "*Debtors*"), debtors and debtors-in-possession in the above-captioned chapter 11 cases (the "*Cases*") pursuant to sections 105(a), 362, 363, and 364 of title 11 of the United States Code, 11 U.S.C. § 101, et seq. (the "*Bankruptcy Code*"), and Rules

¹ In addition to Holdings, the following entities are debtors in these related cases: Allied Automotive Group, Inc., Allied Systems, Ltd. (L.P.), Allied Systems (Canada) Company, QAT, Inc., RMX LLC, Transport Support LLC, F.J. Boutell Driveaway LLC, Allied Freight Broker LLC, GACS Incorporated, Commercial Carriers, Inc., Axis Group, Inc., Axis Netherlands, LLC, Axis Areta, LLC, Logistic Technology, LLC, Logistic Systems, LLC, CT Services, Inc., Cordin Transport LLC, Terminal Services LLC, Axis Canada Company, Ace Operations, LLC, and AH Industries, Inc.

2002, 4001, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), seeking, among other things:

(1) authorization for the Debtors to obtain post-petition financing (the "*Financing*") to refinance their existing post-petition financing up to the aggregate principal amount of \$315,000,000 (the actual available principal amount at any time being subject to those conditions set forth in the DIP Documents (as defined below)) from Goldman Sachs Credit Partners L.P. ("*GSCP*"), acting as lead arranger and syndication agent (in such capacities, the "*Syndication Agent*") and The CIT Group/Business Credit, Inc., acting as administrative agent and collateral agent (in such capacities, the "*Administrative Agent*," and together with the *Syndication Agent* and any of their respective successors and assigns, collectively, the "*Agent*"), for themselves and a syndicate of financial institutions (and including the fronting and issuing banks for letters of credit, the "*Lenders*"), and for each of the Debtors to guaranty the obligations of the other Debtors as Borrowers² under and in connection with the *Financing*;

(2) authorization for the Debtors to execute, deliver, and perform (a) all obligations under the Commitment Letter, the Fee Letter (as such terms are defined below), and the other DIP Documents and to perform such other and further acts as may be required in connection with the DIP Documents and (b) all obligation under the Pay-Off Letter (as defined below);

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Commitment Letter (as defined below).

(3) authorization for the Debtors to grant mortgages, security interests, liens, and super-priority claims to the Agent on behalf of and for the benefit of the Lenders (including super-priority claims pursuant to section 364(c)(1) of the Bankruptcy Code and liens pursuant to sections 364(c)(2), and 364(c)(3) of the Bankruptcy Code), subject to the Carve-Out (as defined below);

(4) authorization for the use of certain proceeds of the Financing (a) to irrevocably repay in full all loans and other obligations outstanding under the Senior Secured, Super-Priority Debtor-in-Possession Credit Agreement, dated as of August 1, 2005 (as amended, supplemented, or otherwise modified, the "*Existing DIP Agreement*" and, together with all of the Bankruptcy Court orders, the agreement, documents, and instruments executed or delivered in connection therewith, the "*Existing DIP Documents*"), by and among the Debtors, the several lenders party thereto (collectively, the "*Existing DIP Lenders*"), General Electric Capital Corporation, as administrative agent and collateral agent (in such capacities, together with any other agent under the Existing DIP Agreement, the "*Existing DIP Agents*"), (b) to establish the Reserve Fund (as defined below) to satisfy the Existing DIP Agents' Reimbursement Claim (as defined below), (c) for working capital purposes and other general corporate purposes of the Debtors, (d) to fund the costs of administration of the Cases, and (e) upon conversion to the Exit Facility (as defined below), to fund distributions under a confirmed chapter 11 plan of reorganization for the Debtors (the "*Plan*");

(5) authorization for (a) the assumption of the reorganized Debtors, on the effective date of a Plan, of all of the indebtedness and other obligations outstanding under

the DIP Documents, (b) the granting of liens on, and security interests in, the property of the reorganized Debtors to secure the obligations outstanding under the Exit Facility (as defined below), and (c) the payment of certain fees and the reimbursement of certain expenses to the Agent and the Lenders under and in accordance with the Commitment Letter, the Fee Letter, and the other DIP Documents;

(6) the waiver of the Debtors' right to surcharge against collateral securing the Financing pursuant to section 506(c) of the Bankruptcy Code;

(7) an interim hearing on the Motion (the "*Interim Hearing*"), pursuant to Bankruptcy Rule 4001, be held for this Court to consider entry of an interim order (the "*Interim Order*") authorizing the Debtors, on an interim basis, to obtain under the Financing from the Agent and the Lenders the principal amount of up to \$315,000,000 pursuant to the terms of the DIP Documents;

(8) the setting of the date of the final hearing on the Motion (the "*Final Hearing*") for this Court to consider entry of a final order (this "*Order*"); and

(9) the granting of certain related relief.

The Court having (i) conducted the Final Hearing as provided for by section 364 of the Bankruptcy Code and Bankruptcy Rule 4001, (ii) conducted the Interim Hearing on March 26, 2007, (iii) entered the Interim Order authorizing the Financing on March 26, 2007, (iv) been advised that the Debtors have repaid in full all loans and other obligations outstanding under the Existing DIP Agreement and have established the Reserve Fund in accordance with the terms of the Interim Order, (v) considered the evidence provided and record made by the Debtors at the Interim Hearing as incorporated by reference in the Final Hearing; (vi) considered any and all

objections and other responses filed with respect to the Motion, the arguments of counsel, and all relevant matters related thereto, and (vii) been fully advised in the premises;

Upon the record of the Cases and the record of the Interim Hearing and Final Hearing, and specific findings made by the Court during the Interim Hearing and Final Hearing, good and sufficient cause appearing therefor, and it appearing to be in the best interests of the Debtors' estates and creditors;

IT IS HEREBY FOUND:

A. On July 31, 2005 (the "*Petition Date*"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Georgia, Newnan Division (the "*Bankruptcy Court*"). Each Debtor is continuing in the management and possession of its business and properties as a debtor-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

B. Pursuant to an order of this Court entered on August 1, 2005, the Cases have been consolidated for procedural purposes only and are being jointly administered.

C. On August 5, 2005, pursuant to section 1102(a) of the Bankruptcy Code, the Office of the United States Trustee for the Northern District of Georgia (the "*U.S. Trustee*"), appointed the official committee of unsecured creditors (the "*Committee*").

D. On or about August 2, 2005, Allied Systems Company, AH Industries, Inc., and Axis Canada Company (collectively, the "*Canadian Debtors*") filed a motion in Ontario Superior Court of Justice (Commercial List) (the "*Canadian Court*") seeking, among other things, recognition of their respective Cases as "foreign proceedings" as defined by section 18.6 of the Companies' Creditors Arrangement Act, R.S.C., 1985, chapter C-36, as amended (the "*CCAA*"),

staying all proceedings against the Canadian Debtors, the Canadian Debtors' property, and their respective directors and officers and requesting recognition of this Court and all proceedings before, all orders judgments and decrees of this Court. The motion was granted and an order was entered on August 5, 2005 (as supplemented by orders of the Canadian Court, entered on August 31, 2005 and February 14, 2006, collectively, the "*Prior Recognition Order*") and a notice of the Recognition Order was filed in the Cases on August 10, 2005 (docket no. 117). On March 29, 2007, the Canadian Court entered an order recognizing the Interim Order (the "*2007 Interim Recognition Order*"). Upon entry of this Order, the Canadian Debtors will seek an order from the Canadian Court recognizing this Order under the CCAA (the "*2007 Recognition Order*," collectively with the 2007 Interim Recognition Order and the Prior Recognition Order, the "*Recognition Order*").

E. Consideration of this Motion constitutes a "core proceeding" as defined in 28 U.S.C. §§ 157(b)(2). This Court has jurisdiction over this proceeding and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

F. Sufficient and adequate notice of this Order has been provided to the Noticed Parties (defined below) by the Debtors, pursuant to Bankruptcy Rules 2002, 4001(c) and (d), 6004, and 9014 and section 102(1) of the Bankruptcy Code, as required by sections 363(b) and 364(c) of the Bankruptcy Code, and as required to be given pursuant to the Interim Order, and no further notice of the Motion or this Order is necessary or required.

G. The revolving loan portion of the Debtors' post-petition financing facility under the Existing DIP Agreement expired March 30, 2007, with the remaining portions expiring on June 30, 2007.

H. The Debtors have successfully obtained a financing commitment, dated March 16, 2007, between GSCP and Holdings (the "*Commitment Letter*"), a copy of which is attached to the Motion as *Exhibit A*, to refinance the Debtors' obligations under the Existing DIP Agreement and other Existing DIP Documents.

I. The Debtors have an immediate need to obtain the Financing in order to, among other things, (i) refinance the Debtors' obligations under the Existing DIP Agreement and other Existing DIP Documents; (ii) fund working capital, letters of credit, and capital expenditures; (iii) use for other general corporate purposes of the Debtors; (iv) pay related transaction costs, fees, and expenses; and (v) fund the costs of administration of the Cases.

J. The Debtors are unable to obtain financing on more favorable terms from sources other than the Lenders under the DIP Documents and are unable to obtain adequate unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors are also unable to obtain adequate credit allowable without the Debtors' granting to the Agent and the Lenders, subject to the Carve-Out as provided for herein, the DIP Liens and Super-Priority Claims (as such terms are defined below) under sections 364(c)(1), 364(c)(2), and 364(c)(3) of the Bankruptcy Code, under the terms and conditions set forth in the Interim Order, in this Order, and in the DIP Documents.

K. The Debtors have requested that, pursuant to the terms of the DIP Documents, the Interim Order, and this Order, the Lenders make loans and advances and provide other financial

Page 3 of 32

accommodations to the Debtors to be used by the Debtors in accordance with the terms of the DIP Documents. The ability of the Debtors to continue their businesses and reorganize under chapter 11 of the Bankruptcy Code depends upon the Debtors obtaining such financing. The Lenders are willing to make such loans and advances and provide such other financial accommodations on a secured basis, as more particularly described herein, pursuant to the terms and conditions of the DIP Documents and in accordance with this Order. Accordingly, the relief requested in the Motion is necessary, essential, and appropriate for the continued operation of the Debtors' businesses, the management and preservation of their assets and properties, and is in the best interests of the Debtors, their estates, and creditors.

L. The terms of the Financing are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties and constitute reasonably equivalent value and fair consideration.

M. The Financing has been negotiated in good faith and at arm's length among the Yucaipa American Alliance Fund I, LP and Yucaipa Alliance (Parallel) Fund I, LP (collectively, "*Yucaipa*"), the Debtors, and the Agent, and all of the Debtors' obligations and indebtedness arising under, in respect of, or in connection with the Financing and the DIP Documents, including without limitation, (i) all loans made to, and all letters of credit issued for the account of, the Debtors pursuant to a Secured Super-Priority Debtor In Possession and Exit Credit and Guaranty Agreement (as hereafter finalized and executed, the "*Credit Agreement*"), a copy of a draft of which has been filed with the Court, (ii) any "*Obligations*" (as defined in the Credit Agreement), and (iii) all fees, indemnity claims, and reimbursement obligations payable under the Commitment Letter and a separate letter agreement, dated March 16, 2007 (the "*Fee Letter*"), between GSCP

and Holdings in connection with the Financing (all of the foregoing in clauses (i), (ii), and (iii) collectively, the "*DIP Obligations*"), shall be deemed to have been extended by the Agent, the Lenders, and their respective affiliates in good faith, as that term is used in section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code, and the Agent, the DIP Lenders, and their respective affiliates shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event this Order or the Interim Order or any provision hereof or thereof is vacated, reversed or modified, on appeal or otherwise.

N. The access of the Debtors to sufficient working capital and liquidity through the incurrence of new indebtedness for borrowed money and other financial accommodations is vital to the preservation and maintenance of the going concern values of the Debtors and to a successful reorganization of the Debtors. Furthermore, the DIP Facility approved hereby will serve as a bridge to an exit financing facility to be provided to the Debtors on and after the effective date of a confirmed Plan in the Debtors' Cases as described more fully in the Credit Agreement. Consummation of the Financing in accordance with this Order, the Interim Order, and the DIP Documents is therefore in the best interest of the Debtors' estates.

O. The relief requested by the Motion is necessary to avoid harm to the Debtors' estates, and good, adequate, and sufficient cause has been shown to justify the granting of the relief requested herein, and the immediate entry of this Order.

P. Notice of the relief sought by the Motion, and the Final Hearing with respect thereto, pursuant to Bankruptcy Rules 2002, 4001(c) and (d), and 6004, and Bankruptcy Code section 102(1), as required by Bankruptcy Code sections 363(b), and 364(c), and as required to be given pursuant to the Interim Order, has been given to the following parties in interest: (i) the U.S.

Trustee; (ii) the Securities and Exchange Commission, (iii) counsel for GSCP, (iv) respective counsel for General Electric Capital Corporation, General Electric Markets, Inc., Morgan Stanley Senior Funding, Inc., and Marathon Structure Finance Fund, L.P., as agents under the Existing DIP Agreement, (v) counsel for the Indenture Trustee, (vi) counsel for Yucaipa, (vii) counsel for the Committee, (viii) counsel for The Bank of Nova Scotia, (ix) each of the financial institutions identified in the Debtors' Motion For Authority To (A) Maintain Existing Cash Management Systems, (B) Continue Use Of Existing Bank Accounts And Business Forms, And (C) Continue Use Of Existing Investment Guidelines, and (x) any other parties that have properly requested notice under Bankruptcy Rule 2002 (the "*Noticed Parties*").

NOW, THEREFORE, IT IS HEREBY ORDERED, JUDGED AND DECREED:

1. *Motion Granted.* The Motion is hereby granted in its entirety on a final basis.
2. *Objections.* All objections to the entry of this Order, if any, are resolved hereby or, to the extent not resolved, are hereby overruled.

3. *Authorization of the Financing and the DIP Documents.*

(a) The Debtors are hereby authorized to execute, deliver, and perform all obligations under the Commitment Letter, the Fee Letter, and the other DIP Documents. The Borrowers are authorized to borrow funds from, obtain letters of credit from, and incur debt to the Lenders in accordance with the terms and conditions of the DIP Documents up to the aggregate principal amount of \$315,000,000 (the actual available principal amount at any time being subject to those conditions set forth in the DIP Documents), and the Guarantors are hereby authorized to guaranty such borrowings and the Borrowers' obligations under the DIP Documents, in each case, from and after the date of this Order. The Lenders and the Agent shall have the rights set forth in

the DIP Documents to make loans, advances and/or financial accommodations pursuant to the terms and conditions thereof.

(b) In furtherance of the foregoing and without further approval of this Court, the Debtors are hereby authorized and directed to do and perform all acts and to make, execute, and deliver all instruments and documents (including, without limitation, the execution or recordation of security agreements, mortgages, and financing statements) and to pay all fees that may be reasonably required or necessary for the Debtors' performance of their obligations under the Financing, including, without limitation:

(i) the execution, delivery and performance of the Loan Documents and any exhibits attached thereto, including, without limitation, the Credit Agreement, the pledge and security agreements, and the mortgages contemplated thereby (collectively, and together with the Commitment Letter and the Fee Letter, the "*DIP Documents*");

(ii) the execution, delivery, and performance of one or more amendments to the Credit Agreement or other DIP Documents for, among other things, the purpose of facilitating the successful syndication of the Financing, adding additional financial institutions as Lenders, or reallocating the commitments for the Financing among the Lenders, in each case, in accordance with the DIP Documents, in such form as the Debtors, the Agent, and the Lenders may agree (it being understood that no further approval of the Court shall be required for amendments to the Credit Agreement or other DIP Documents that do not shorten the maturity of the extensions of credit thereunder or increase the commitments, the rate of interest (other than as permitted under the DIP Documents), or the letter of credit fees payable thereunder);

(iii) the non-refundable payment to the Agent or the Lenders, as the case may be, of the fees referred to in the Credit Agreement and the Fee Letter and the reasonable costs and expenses as may be due from time to time, including, without limitation, (A) agent fees, (B) commitment fees, (C) closing fees, (D) letter of credit fees, (E) facility fees, (F) termination fees, and (G) reasonable attorneys', financial advisors', and accountants' fees and disbursements as provided for in the DIP Documents; and

(iv) the performance of all other acts reasonably required under or in connection with the DIP Documents.

(c) Upon execution and delivery of the DIP Documents, the DIP Documents shall constitute valid and binding obligations of the Debtors party thereto and of their respective estates, enforceable against each such Debtor and estate thereto in accordance with the terms of the DIP Documents. No obligation, payment, transfer, or grant of security under the DIP Documents or this Order shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under section 502(d) of the Bankruptcy Code, under section 548 of the Bankruptcy Code or under any applicable Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or any comparable Canadian law, or similar statute or common law), or subject to any defense, reduction, setoff, recoupment, or counterclaim.

(d) The obligations of the Debtors hereunder and under the DIP Documents shall be joint and several.

4. *Super-Priority Claims.* Pursuant to section 364(c)(1) of the Bankruptcy Code and subject to the Carve-Out, effective as of the date of the Interim Order, all of the DIP Obligations

shall constitute allowed claims against the Debtors with priority over any and all administrative expenses, diminution claims, and all other claims against the Debtors, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all administrative expenses or other claims arising under sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 546(c), 726, 1113, or 1114 or any other provision of the Bankruptcy Code or otherwise (whether incurred in the Cases or any conversion thereof to a case under chapter 7 of the Bankruptcy Code or any other proceeding related hereto or thereto) (the "*Super-Priority Claims*"), and whether such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, which allowed claims shall be payable from and have recourse to, in addition to the Collateral, any prepetition and post-petition property of the Debtors and all proceeds thereof, whether now existing or hereafter acquired. Except for the Carve-Out, no costs or administrative expenses that have been or may be incurred in the Cases, in any conversion of the Cases pursuant to section 1112 of the Bankruptcy Code, or in any other proceeding related thereto, and no priority claims, including, without limitation, any other super-priority claims, are or will be prior to or on a parity with the claims of the Agent, the Lenders, or the other Secured Parties (as defined below) against the Debtors arising out of the DIP Obligations or any provision of the Interim Order or this Order.

5. *DIP Liens.* As security for the DIP Obligations pursuant to sections 364(c)(2) and (c)(3) of the Bankruptcy Code, effective and perfected upon the date of the Interim Order, and without the necessity of the execution, recordation of filings, or notations on certificates of title, by the Debtors of mortgages, security agreements, control agreements, pledge agreements, financing

statements, or other similar documents, the following security interests and liens are hereby granted to the Agent for its own benefit and the benefit of the Lenders and any other parties as provided for under any of the DIP Documents (such parties, together with the Agent and the Lenders, the "*Secured Parties*") (all property identified in clauses (a), (b), and (c) below being collectively referred to as the "*Collateral*"), subject and subordinate, only in the event of the occurrence and during the continuance of an Event of Default (as defined in the Credit Agreement) prior to the occurrence of the Exit Facilities Conversion Date (as defined below), to the payment of the Carve-Out (all such liens and security interests granted to the Agent, for its benefit and for the benefit of the Lenders, pursuant to this Order and the DIP Documents, the "*DIP Liens*");

(a) *First Lien on Cash Balances and Unencumbered Property.* Pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first-priority senior security interest in and lien on all prepetition and post-petition property of the Debtors, whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date, was not subject to valid, perfected and nonavoidable liens (collectively, "*Unencumbered Property*"), including, without limitation, all cash and cash collateral of the Debtors (whether maintained with the Agent or otherwise) and any investment of such cash and cash collateral, inventory, accounts receivable, chattel paper, other rights to payment whether arising before or after the Petition Date, contracts, properties, plants, equipment, rolling stock, vehicles, general intangibles, documents, instruments, interests in leaseholds, real properties, patents, copyrights, trademarks, trade names, other intellectual property, capital stock of (or ownership interests in) subsidiaries, intercompany debt of the Debtors and their present and future direct or indirect U.S. or Canadian subsidiaries, letters of credit rights, commercial tort claims, and

the proceeds of all the foregoing, with the liens and the security interests granted under or in connection with the Existing DIP Documents terminated as provided in paragraph 12 below, subject and subordinate, however, to the extent of (1) the Existing DIP Agents' lien on and security interest in the Reserve Fund and (2) Yucaipa Transportation, LLC's lien on and security interest in the Purchased Equipment and other collateral described in the Order Under 11 U.S.C. §§ 105(a), 363, 1107 And 1108 Authorizing Debtors To Purchase Rigs And Related Equipment, And Interim Order Under 11 U.S.C. §§ 105(a), 362, 363, 364, 1107 And 1108 And Bankruptcy Rules 2002, 4001, 6004, And 9014 Authorizing Debtors To (A) Obtain New Secured Post-Petition Financing To Acquire The Rigs And Related Equipment; (B) Convert New Post-Petition Financing Into Equity Of Reorganized Debtors; (C) Pay Related Fees And Expenses, And (D) Granting Related Relief entered by this Court on April 5, 2007 (the "*Purchased Equipment and Related Collateral*") Unencumbered Property shall exclude the Debtors' claims and causes of action, and the proceeds therefrom, under chapter 5 of the Bankruptcy Code.

(b) *Lien Junior to Certain Other Liens.* Pursuant to section 364(c)(3) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected security interest in and lien on all prepetition and post-petition property of the Debtors (other than the property described in paragraph 5(a), as to which the lien and security interest in favor of the Agent will be as described in such paragraph), whether now existing or hereafter acquired, that is subject to valid, perfected and nonavoidable liens in existence immediately prior to the Petition Date or to valid and nonavoidable liens in existence immediately prior to the Petition Date that are perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code (the "*Prior Liens*"), which security interest and lien in favor of the Agent is junior to such valid, perfected, and

nonavoidable liens. In addition, the Agent, the Lenders, and the Secured Parties shall have a lien on and security interest in the Reserve Fund junior only to the lien and security interest of the Existing DIP Agents and in the Purchased Equipment and Related Collateral junior only to the lien and security interest of Yucaipa Transportation, LLC..

(c) *Lien Senior to Certain Other Liens.* The DIP Liens shall not be (i) subject or subordinate to (A) any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or (B) except as otherwise provided herein or in the DIP Documents, any liens arising after the Petition Date including, without limitation, any lien or security interest granted in favor of any federal, state, municipal, or other governmental unit, commission, board, or court for any liability of the Debtors, or (ii) except as otherwise provided herein or in the DIP Documents, subordinate to or made *pari passu* with any other lien or security interest under section 364 of the Bankruptcy Code or otherwise, and it shall constitute an Event of Default if the DIP Liens become subordinate to or *pari passu* with any other lien or security interest granted under section 364 of the Bankruptcy Code or otherwise that is not otherwise permitted herein or in the DIP Documents.

6. Carve-Out.

(a) In the event of the occurrence of an Event of Default or an event which with the giving of notice or lapse of time or both would constitute an Event of Default (a "*Default*"), in each case, prior to the occurrence of the Exit Facilities Conversion Date, the DIP Liens and Super-Priority Claims granted to the Agent and Lenders in the Interim Order, in this Order, and in the DIP Documents shall be subject to the payment of (x) accrued, unpaid, and future fees and disbursements incurred by the Debtors' professionals (other than ordinary course professionals)

Page 17 of 32

and professionals for the Committee and allowed by order of this Court in an aggregate amount not to exceed \$1,500,000 plus (y) fees pursuant to 28 U.S.C. § 1930 and to the Clerk of the Court (collectively, the "Carve-Out"); *provided, however*, that the Carve-Out is subject to the provisions of paragraph 13 below. The foregoing shall not be construed as consent to the allowance of any fees and expenses referred to above and shall not affect the right of the Debtors, the Agent, the Lenders, the Committee, the U.S. Trustee, or other parties in interest to object to the allowance and payment of such amounts.

(b) So long as no Event of Default or Default shall have occurred and be continuing or have occurred and be waived prior to the occurrence of the Exit Facilities Conversion Date, (i) the Debtors shall be permitted to pay administrative expenses allowed and payable under sections 330 and 331 of the Bankruptcy Code, as the same may become due and payable, and (ii) such payments shall not be applied to reduce the Carve-Out.

7. *Limitation on Charging Expenses Against Collateral.* So long as the Lenders are providing post-petition financing or otherwise allowing the use of cash collateral, with the exception of the Carve-Out, no expenses of administration of the Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the Collateral pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the Agent and no such consent shall be implied from any other action, inaction, or acquiescence by the Agent or the DIP Lenders.

8. *Protection of Lenders' Rights.* Subject only to the provisions of the DIP Documents and without further order of the Court, the automatic stay provisions of section 362 of the

Bankruptcy Code are vacated and modified to the extent necessary to permit the Agent, the Lenders, and the other Secured Parties to exercise (i) immediately upon the occurrence of an Event of Default, all rights and remedies under the DIP Documents (including, without limitation, the right to freeze monies or balances in the accounts of the Debtors' maintained with the Agent or any Lender or Secured Party) other than those rights and remedies against the Collateral and (ii) upon the occurrence and during the continuance of an Event of Default prior to the occurrence of the Exit Conversion Date and the giving of five (5) business days' prior written notice to the Debtors, counsel for the Debtors, counsel for the Committee, and the U.S. Trustee, all rights and remedies against the Collateral provided for in the DIP Documents (including, without limitation, the right to setoff monies of the Debtors in accounts maintained with the Agent or any Lender or Secured Party). In no event shall the Agent or the Lenders be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to the Collateral. The Agent's or any Lender's failure to seek relief or otherwise exercise its rights and remedies under the DIP Documents or this Order shall not constitute a waiver of the Agent's or any Lender's rights hereunder, thereunder, or otherwise.

9. *Payments Free and Clear.* Any and all payments or proceeds remitted to the Agent pursuant to the provisions of this Order shall be received by the Agent for the benefit of the relevant Lenders free and clear of any claim, charge, assessment, or other liability including, without limitation, any such claim or charge arising out of or based on, directly or indirectly, sections 506(c) (whether asserted or assessed by, through or on behalf of the Debtors) or 552(b) of the Bankruptcy Code.

10. *Perfection of DIP Liens.*

(a) The automatic stay provisions of Bankruptcy Code section 362 are hereby modified to permit the Debtors to create, and the Agent to perfect, the DIP Liens granted to them in the Interim Order, in this Order, and in the DIP Documents. The Agent and the Lenders are hereby authorized, but not required, to file or record financing statements, trademark filings, copyright filings, mortgages, notices of liens, or similar instruments in any jurisdiction or to take any other action in order to validate and perfect the liens and security interests granted to them under the DIP Documents, the Interim Order, and this Order (including, without limitation, the taking possession of any of the Collateral, the execution of any control, lock-box, deposit account, or the taking of any action to have security interests or liens noted on certificates of title or similar documents). Whether or not the Agent on behalf of the Lenders shall, in its sole discretion, choose to file such financing statements, trademark filings, copyright filings, mortgages, notices of liens or similar instruments or otherwise confirm perfection of the liens and security interests granted to the Agent and Lender under the Interim Order and this Order, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, nonavoidable and not subject to challenge, dispute or subordination, at the time and on the date of entry of the Interim Order or this Order, as applicable.

(b) A certified copy of this Order may, in the discretion of the Agent, be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, notices of liens or similar instruments, and all filing offices are hereby authorized to accept such certified copy of this Order for filing and recording without the imposition of any stamp, intangibles, recording or similar tax in accordance with the provisions of section 1146 of the Bankruptcy Code.

(c) The Debtors shall execute and deliver to the Agent and the Lenders all such agreements, financing statements, instruments, and other documents as the Agent or any of the Lenders may reasonably request to evidence, confirm, validate, or perfect the DIP Liens granted pursuant to the Interim Order or this Order and the filing, recording, or service thereof (as the case may be) shall be deemed to have been made at the time and on the date required to implement the priority of such DIP Liens as provided in the Interim Order and in this Order.

(d) Any provision of any lease or other license, contract, or other agreement that requires (i) the consent or approval of one or more landlords or other parties or (ii) the payment of any fees or obligations to any governmental entity, in order for any Debtor to pledge, grant, sell, assign, or otherwise transfer any such leasehold interest, or the proceeds thereof, or other post-petition collateral related thereto, is hereby deemed to be inconsistent with the applicable provisions of the Bankruptcy Code. Any such provision shall have no force and effect with respect to the transactions granting post-petition liens, in such leasehold interest or the proceeds of any assignment and/or sale thereof by any Debtor, in favor of the Agent and the Lenders in accordance with the terms of the DIP Documents, the Interim Order, or this Order.

11. *Preservation of Rights Granted Under this Order.*

(a) Unless all DIP Obligations shall have been paid in full (and, with respect to outstanding letters of credit issued pursuant to the Credit Agreement, cash collateralized or otherwise provided for in accordance with the provisions of the Credit Agreement), the Debtors shall not seek, and it shall constitute an Event of Default if any of the Debtors seek, or if there is entered without the prior written consent of the Agent, and no such consent shall be implied by any other action, inaction, or acquiescence by the Agent, (i) any modification or termination of this

Order or the Recognition Order, (ii) an order converting any of the Cases to a case under chapter 7 of the Bankruptcy Code, or (iii) an order dismissing any of the Cases. If an order dismissing any of the Cases is at any time entered, such order shall provide (in accordance with sections 105 and 349 of the Bankruptcy Code), to the fullest extent permitted by law, that (w) the Super-Priority Claims and DIP Liens granted to the Agent and the Lenders pursuant to the Interim Order, this Order, and the DIP Documents shall continue in full force and effect and shall maintain their priorities as provided in this Order until all DIP Obligations shall have been paid and satisfied in full in cash (and, with respect to outstanding undrawn letters of credit, cash collateralized in accordance with the provisions of the DIP Documents), (x) the Super-Priority Claims and DIP Liens shall, notwithstanding such dismissal, remain binding on all parties in interest, (y) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the Super-Priority Claims and the DIP Liens, and (z) the effectiveness of any order dismissing the Cases shall not occur until sixty (60) days after it is entered in order to give the Agent and the Lenders the opportunity to perfect all of the DIP Liens in the Collateral under nonbankruptcy law. The provisions of this Order, and any actions taken pursuant hereto, shall survive the entry of and shall govern with respect to any conflict with any order that may be entered confirming any plan of reorganization or converting any of the Cases to cases under chapter 7 of the Bankruptcy Code.

(b) If any or all of the provisions of this Order or of the Recognition Order are hereafter reversed, stayed, modified, or vacated, such reversal, stay, modification, or vacatur shall not affect (i) the validity of any DIP Obligations incurred prior to the actual receipt of written notice by the Agent of the effective date of such reversal, stay, modification, or vacatur or (ii) the validity, enforceability, or priority of the Super-Priority Claims and the DIP Liens or other grant

authorized or created by the Interim Order, by this Order, or pursuant to the DIP Documents with respect to any DIP Obligations. Notwithstanding any such reversal, stay, modification, or vacatur, any DIP Obligations incurred by the Debtors to the Agent or the Lenders prior to the actual receipt of written notice by the Agent of the effective date of such reversal, stay, modification, or vacatur shall be governed in all respects by the original provisions of the Interim Order or this Order, as the case may be, and the Agent and the Lenders shall be entitled to all the rights, remedies, privileges, and benefits granted in section 364(e) of the Bankruptcy Code, in the Interim Order, in this Order, and pursuant to the DIP Documents.

(c) Except as expressly provided in this Order or in the DIP Documents, the DIP Liens, the Super-Priority Claims and all other rights and remedies of the Agent and the Lenders granted by the provisions of the Interim Order, this Order, and the DIP Documents shall survive, and shall not be modified, impaired, or discharged by (i) the entry of an order converting any of the Cases to a case under chapter 7, dismissing any of the Cases, terminating the joint administration of these Cases, or by any other act or omission, or (ii) the entry of an order confirming a plan of reorganization in any of the Cases (and, to the extent not satisfied in full in cash or assumed by the reorganized Debtors under the Exit Facility, the DIP Obligations shall not be discharged by entry of such order, and, pursuant to section 1141(d)(4) of the Bankruptcy Code, each of the Debtors hereby waive any discharge as to any remaining DIP Obligations and such waiver is hereby approved). Under no circumstances shall any plan of reorganization of a Debtor be confirmed or become effective unless such plan provides that the DIP Obligations are assumed by the reorganized Debtor under the Exit Facility as provided in paragraph 16 below or are paid in full in cash on or before the effective date of such plan. The terms and provisions of this Order and

the DIP Documents shall continue in these Cases, in any successor cases if these Cases cease to be jointly administered, or in any superseding chapter 7 cases under the Bankruptcy Code, and the DIP Liens, the Super-Priority Claims and all other rights and remedies of the Agent and the Lenders granted by the provisions of this Order and the DIP Documents shall continue in full force and effect until the DIP Obligations are indefeasibly paid in full or assumed by the reorganized Debtors under the Exit Facility as provided in paragraph 16 below.

12. *Satisfaction of Existing DIP Facility Obligations and Release of the Existing DIP Agent's and Existing DIP Lenders' Liens.*

(a) Following entry of the Interim Order and prior to the closing of the transactions contemplated by the Interim Order and this Order, the Debtors, the Existing DIP Agents, for the benefit of themselves and the Existing DIP Lenders, entered into a pay-off letter, dated March 30, 2007, a copy of which is annexed hereto as Exhibit A (the "*Pay-Off Letter*"), and the Debtors, pursuant to the authorization set forth in the Interim Order and in this Order, were, and hereby are, authorized to execute and deliver the Pay-Off Letter and perform all their obligations thereunder. Upon the payment of the amounts provided for in the Pay-Off Letter, the issuance of the Backstop Letter of Credit (as defined in the Pay-Off Letter) in the amount specified in the Pay-Off Letter, the funding of the Reserve Fund, and satisfaction of the other conditions set forth therein (the "*Pay-Off Date*"), all of which have been satisfied pursuant to the authorization set forth in the Interim Order, all of the liens and security interests of the Existing DIP Agents and the Existing DIP Lenders in the assets of the Debtors shall be, and hereby are, released and fully terminated and the Existing DIP Agents and Existing DIP Lenders shall have and be deemed to

have (i) no further rights or claims against the Debtors or any of their respective subsidiaries or estates, and (ii) no liens against, or security or other interests in any Collateral or any other assets or property of the Debtors or any of their respective subsidiaries or estates, all of which are deemed to have been automatically terminated without further action by any of the Debtors or other person, except to the extent provided in paragraphs 12(b) and (c) below. Upon the Pay-Off Date, the Existing DIP Agents and Existing DIP Lenders shall deliver (i) all possessory collateral, including promissory notes, certificates of title, original stock certificates, and related stock powers to the Debtors or as the Debtors may direct, and (ii) such termination statements, lien releases, mortgage releases re-assignments of trademarks, discharges of security interests, termination of control agreements, and other similar discharge or release documents as may be reasonably requested by the Debtors or the Agent to effectuate or evidence the termination of all liens, security interests, and claims of the Existing DIP Agents and Existing DIP Lenders under the Existing DIP Documents, in each case, at the sole cost and expense of the Debtors. Notwithstanding anything in the Interim Order or this Order to the contrary, except to the extent of the Reserve Fund as provided in the Interim Order and this Order, any continuing obligations of the Debtors to the Existing DIP Agents and the Existing DIP Lenders as set forth in the Pay-Off Letter shall be unsecured and subordinated to the Super-Priority Claims of the Agent and the Lenders hereunder.

(b) On the Pay-Off Date, the Debtors are hereby authorized to use the proceeds of the Financing to deposit the sums as set forth in the Pay-Off Letter into interest-bearing segregated accounts held by the Existing DIP Agents on behalf of the Existing DIP Lenders (the "*Reserve Fund*"). The Reserve Fund shall be used by the Existing DIP Agents only to pay or reimburse the Existing DIP Agents and the Existing DIP Lenders for the fees, costs, expenses, and

other amounts payable under the Existing DIP Documents and the Pay-Off Letter, to the extent set forth in paragraph 4 of the Pay-Off Letter (collectively, the "*Reimbursement Claim*"). To the extent the Reserve Fund is not adequate, any remaining Reimbursement Claim shall constitute an unsecured administrative expense against the Debtors' estates under sections 503(b)(1) and 507(b) of the Bankruptcy Code. From the date the Reserve Fund is established until the Reserve Termination Date (as defined below), the Existing DIP Agents are authorized to periodically draw on the Reserve Fund for any Reimbursement Claim. The Existing DIP Agents shall have a first priority security interest in the Reserve Fund, with the Agent granted a lien on and security interest in the Reserve Fund junior only to the lien of the Existing DIP Agents.

(c) On the Reserve Termination Date, the Existing DIP Agents shall tender any remaining balance plus interest, if any, in the Reserve Fund, to the Debtors' estates subject to the DIP Liens and, at such time, the Existing DIP Agents shall provide to the Debtors an invoice for any Lender Group Expenses (as defined in the Pay-Off Letter) charged to the Reserve Fund. The "*Reserve Termination Date*" shall mean a date that is no more than 30 days following the date of expiry or termination of all Outstanding Letters of Credit (as defined in the Pay-Off Letter).

13. *Limitation on Use of Financing Proceeds and Collateral.* The Debtors shall use the proceeds of the Financing solely as provided in the Interim Order, in this Order, and in the DIP Documents. Notwithstanding anything herein or in any other order by this Court to the contrary, no borrowings, letters of credit, Collateral or the Carve-Out may be used to (a) object, contest, or raise any defense to, the validity, perfection, priority, extent, or enforceability of any amount due under the DIP Documents, or the DIP Liens or Super-Priority Claims granted in the Interim Order, this Order, or in the DIP Documents, (b) assert any claims or defenses, or causes of action related

in any way to the Financing against the Agent or the Lenders or their respective agents, affiliates, representatives, attorneys, or advisors, (c) prevent, hinder, or otherwise delay the Agent's assertion, enforcement, or realization on the Collateral in accordance with the DIP Documents or this Order, (d) seek to modify any of the rights granted to the Agent or the DIP Lenders in the Interim Order, in this Order, or in the DIP Documents, in each of the foregoing cases, without such parties' prior written consent, (e) pay any amount on account of any claims arising prior to the Petition Date, unless such payments are approved or authorized by an order of the Court or approved by the Agent in its sole discretion, or (f) pay any professional fees and disbursements incurred in connection with any of the actions described in the foregoing clauses (a) through (e).

14. *Insurance.* Effective as of the Closing Date, the Agent and Lenders shall be, and shall be deemed to be, without any further action or notice, named as additional insureds and loss payees on each insurance policy maintained by the Debtors which in any way relates to the Collateral. Any insurance proceeds or other receipts from any source (excluding other authorized payments provided for in the Interim Order or in this Order) paid to the Existing DIP Agents or Existing DIP Lenders shall be immediately delivered to the Debtors and subject to the DIP Liens and provisions of the DIP Documents and this Order.

15. *Right of Access and Information.*

(a) The Debtors shall cooperate with the Agent and the Lenders to permit them to exercise their rights of access and to information as set forth in the DIP Documents.

(b) Notwithstanding anything contained in the Interim Order or in this Order to the contrary and without limiting any other rights or remedies of the Agent and the Lenders contained in the Interim Order, in this Order, or in the DIP Documents, or otherwise available at

law or in equity, and subject to the terms of the DIP Documents, upon written notice to the landlord of any leased premises that an Event of Default has occurred and is continuing under the DIP Documents, the Agent may, subject to any separate agreement by and between such landlord and the Agent, enter upon any leased premises of the Debtors for the purpose of exercising any remedy with respect to the Collateral located thereon and shall be entitled to all of the Debtors' rights and privileges as lessee under such lease without interference from the landlords thereunder, *provided* that the Agent shall only pay rent of the Debtors that first accrues after the Agent's written notice referenced above and that is payable during the period of such occupancy by the Agent, calculated on a per diem basis. Nothing in this Order shall require the Agent to assume or be required to perform any of the Debtors' obligations under any lease as a condition to the rights afforded to the Agent in this paragraph. Furthermore, other than Prior Liens, right of distraint or levy, security interest or other interest that any landlord, warehousemen or landlord's mortgagee may have in any Collateral located on such leased premises, to the extent the same is not void under section 545 of the Bankruptcy Code, is hereby expressly subordinated to the DIP Liens in such Collateral.

16. *Conversion to Exit Facility Agreement.*

(a) Upon the satisfaction or waiver of the conditions precedent to effectiveness set forth in the Credit Agreement (it being understood that any such conversion shall be at the election of the Debtors) (the "*Exit Facilities Conversion Date*"), automatically and without further order of this Court, (i) the Borrowers and Guarantors, in their capacity as reorganized Debtors, shall be authorized to assume all of the DIP Obligations, (ii) each loan and each letter of credit under the DIP Facility shall be deemed to have been continued as a loan or a letter of credit under

a senior secured exit credit facility (the "*Exit Facility*"), (iii) the DIP Liens shall continue as liens on, and security interests in, the assets and property of the reorganized Debtors securing their obligations under the Exit Facility having the same priority as provided for herein and in the Interim Order, (iv) each Lender shall be deemed to be a lender under the Exit Facility, (v) the commitments under the DIP Facility shall be deemed to have been terminated; and (vi) the DIP Documents shall be deemed to survive and remain in full force and effect except as and to the extent set forth in the DIP Documents (the "*Exit Facility Documents*"). In the event the Exit Facilities Conversion Date occurs and only in such event, the relationship among the Borrowers, the Guarantors, the Agents, the Lenders, and the Secured Parties shall no longer be governed by this Order or the Interim Order, but rather, shall be governed solely by the terms of the Exit Facility Documents and applicable nonbankruptcy law.

(b) Any order entered by the Court confirming a Plan in any of the Cases (a "*Confirmation Order*") shall provide that (at the election of the Debtors) (a) the DIP Obligations shall be paid in full in cash on or before the effective date of the Plan, or (b) upon the Exit Facilities Conversion Date (i) the Debtors and the reorganized Debtors are authorized to execute and deliver an affirmation agreement in form and substance satisfactory to the Agent pursuant to which the reorganized Debtors will assume all of the DIP Obligations and all other related agreements, documents, or instruments to be executed or delivered in connection therewith and perform their obligations thereunder, including, without limitation, the payment or reimbursement of any fees, expenses, losses, damages, or indemnities, (ii) the Exit Facility Documents shall constitute the legal, valid and binding obligations of the reorganized Debtors parties thereto, enforceable in accordance with their respective terms, (iii) the liens and security interests granted hereunder and

under the Interim Order shall not be altered, amended, or discharged by any order confirming a plan of reorganization in any of the Cases and shall be, and shall remain, legal, valid, and binding liens on, and security interests in, all property and assets of the reorganized Debtors having the priority granted to them herein and in the Interim Order, and (iv) no obligation, payment, transfer, or grant of security under the Exit Facility Documents, the Interim Order, or this Order shall be stayed, restrained, voidable, or recoverable under the Bankruptcy Code or under any applicable law or subject to any defense, reduction, recoupment, setoff, or counterclaim. The Confirmation Order shall further provide that the Debtors and the reorganized Debtors, as applicable, and the other persons or entities granting any liens and security interests to secure the obligations under the Exit Facility Documents are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such liens and security interests under the provisions of any applicable federal, state, provincial, or other law (whether domestic or foreign), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such liens and security interests to third parties.

17. *Fees and Expenses of Agent and Lenders.* The Debtors shall promptly following receipt of a written invoice reimburse the Agent and the Lenders for their reasonable costs, fees (including reasonable attorneys' fees), charges, and expenses incurred in connection with the Cases. None of such costs, fees, charges, and expenses shall be subject to Court approval and no recipient of any such payment shall be required to file with respect thereto any interim or final fee application with the Court, provided that the Court shall have jurisdiction to determine any dispute concerning such invoices.

18. *Waiver of Claims and Causes of Action.* Without prejudice to the rights of any other party, including the Committee, the Debtors have waived any and all claims and causes of action against the Agent and the Lenders, and their respective affiliates, directly related to the Financing or the negotiation of the terms thereof.

19. *Order Governs.* In the event of any inconsistency between the provisions of the Interim Order, this Order, and the DIP Documents, the provisions of this Order shall govern.

20. *Limitation of Liability.* In determining to provide the Financing under the DIP Documents or in exercising any rights or remedies as and when permitted pursuant to this Order or the DIP Documents, the Agent and the Lenders shall not be deemed to be in control of the operations of the Debtors or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601, et seq. as amended, or any similar federal or state statute). Furthermore, nothing in the Interim Order, in this Order, or in any of the DIP Documents or any other documents related to this transaction shall in any way be construed or interpreted to impose or allow the imposition upon the Agent or the Lenders of any liability for any claims arising from the prepetition or post-petition activities of the Debtors or debtors-in-possession and their affiliates (as defined in section 101(2) of the Bankruptcy Code) in the operation of their businesses or in connection with their restructuring efforts.

21. *No Proofs of Claims.* GSCP, the Agent, and the Lenders are hereby relieved of the requirement to file proofs of claims in these Cases with respect to the DIP Obligations and any

other claims or liens or security interests granted or created in the Interim Order, in this Order, or in the DIP Documents.

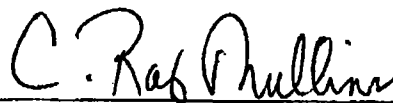
22. *Effectiveness.* Notwithstanding Bankruptcy Rule 7062, the terms and conditions of this Order shall (a) be immediately enforceable, and (b) not be stayed absent the grant of such stay under Bankruptcy Rule 8005 after a hearing upon notice to the Debtors and the Agent.

23. *Findings of Facts and Conclusions of Law.* This Order shall constitute findings of fact and conclusions of law.

24. *Binding Effect; Successors and Assigns.* The DIP Documents and the provisions of this Order, including all findings herein, shall be binding upon all parties in interest in these Cases, including, without limitation, the Agent, the Lenders, the Existing DIP Agents, the Existing DIP Lenders, the Committee, and the Debtors, and their respective successors and assigns (including, to the fullest extent permitted by applicable law, any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary hereafter appointed as a legal representative of the Debtors or with respect to the property of the estates of the Debtors) and shall inure to the benefit of the Agent, the Lenders, and the Debtors, and their respective successors and assigns; *provided, however,* that the Agent and the Lenders shall have no obligation to extend any financing to any chapter 7 trustee or similar responsible person appointed for the estates of the Debtors.

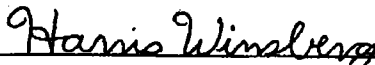
25. *Adequate Notice.* The notice given by the Debtors of the Final Hearing was given in accordance with Bankruptcy Rule 4001(c)(2). Within three (3) business days after the Court's entry of this Order, the Debtors shall mail copies of this Order to the Noticed Parties and counsel for the Administrative Agent.

SO ORDERED, ADJUDGED, AND DECREED, this 11 day of April, 2007.



C. Ray Mullins
UNITED STATES BANKRUPTCY JUDGE

Prepared and presented by:



Ezra H. Cohen (GA State Bar No. 73800)
Jeffrey W. Kelley (GA State Bar No. 412296)
Harris B. Winsberg (GA State Bar No. 770892)

TROUTMAN SANDERS LLP

Bank of America Plaza
600 Peachtree Street, N.E. - Suite 5200
Atlanta, Georgia 30308-2216
Telephone No.: (404) 885-3348
Facsimile No.: (404) 962-6719