

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

IN THE MATTER OF SECTION 18.6 OF THE
COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36

AND IN THE MATTER OF
ALLIED HOLDINGS, INC. AND THOSE SUBSIDIARIES
LISTED ON SCHEDULE "A" HERETO

Applicants

SUPPLEMENTARY MOTION RECORD
(returnable May 29, 2007)

Date: May 25, 2007

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Solicitors for Goldman Sachs

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**ONTARIO
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COMPANIES' CREDITORS ARRANGEMENT ACT,
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AND IN THE MATTER OF
ALLIED HOLDINGS, INC. AND THOSE SUBSIDIARIES
LISTED ON SCHEDULE "A" HERETO

Applicants

SUPPLEMENTARY NOTICE OF MOTION
(returnable May 29, 2007)

The Applicants will make a motion to the Court, on Tuesday, May 29, 2007, at 10:00 a.m. or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

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

THE MOTION IS FOR:

1. an Order, in substantially the form attached as **Schedule "B"** hereto:
 - (a) abridging the time for, or dispensing with, service or further service of this Notice of Motion on any parties other than those served with the Motion Record herein;
 - (b) extending the stay of proceedings granted in the initial CCAA Recognition Order (hereinafter defined) to June 30, 2007 or such other date as to this Honourable appears just;
 - (c) recognizing the Final Order issued by the United States Bankruptcy Court identified in paragraph 3 of the supplementary affidavit of Thomas King

sworn May 25, 2007, being the GS Financing Restructuring Final Order (defined below); and

- (d) granting such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

Background

1. On July 31, 2005, the Applicants filed voluntary petitions pursuant to Chapter 11 of the U.S. Bankruptcy Code in the United States Bankruptcy Court (the **"U.S. Proceeding"**);
2. On August 1, 2005, the Applicants sought and obtained various first day orders from the U.S. Court (collectively, the **"First Day Orders"**), which provided additional protection to the Applicants and addressed other administrative matters, including the provision of post-petition debtor-in-possession financing (**"DIP Financing"**);

Ancillary Proceedings in Canada

3. By Order dated August 2, 2005 (the **"Initial CCAA Recognition Order"**), this Honourable Court recognized the U.S. Proceeding 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"**) and granted certain declaratory and other relief in connection with same, including recognition of certain of the First Day Orders (but not others as they were not available at that time);
4. By Order dated August 31, 2005, this Honourable Court recognized: (i) a number of the First Day Orders made by the United States Bankruptcy Court that were not available at the time of the hearing resulting in the Initial CCAA Recognition Order; and (ii) the final order of the United States Bankruptcy Court made August 24, 2005 authorizing the DIP Financing;

5. By Order dated September 30, 2005, this Honourable Court extended the stay of proceedings in the Initial CCAA Recognition Order to October 14, 2005 (the **"First Extension Order"**);
6. By Order dated October 14, 2005, this Honourable Court extended the stay of proceedings in the Initial CCAA Recognition Order to February 28, 2006 (the **"Second Extension Order"**);
7. By Order dated February 14, 2006, this Honourable Court extended the stay of proceedings in the Initial CCAA Recognition Order to June 30, 2006 (the **"Third Extension Order"**);
8. By Order dated June 30, 2006, this Honourable Court extended the stay of proceedings in the Initial CCAA Recognition Order to October 31, 2006 (the **"Fourth Extension Order"**);
9. By Order dated October 26, 2006, this Honourable Court extended the stay of proceedings in the Initial CCAA Recognition Order to March 31, 2007 (the **"Fifth Extension Order"**);
10. By Order dated March 29, 2007, this Honourable Court extended the stay of proceedings in the Initial CCAA Recognition Order to May 31, 2007 (the **"Sixth Extension Order"**);
11. By Order dated March 29, 2007, this Honourable Court extended the stay of proceedings in the Initial CCAA Recognition Order to May 31, 2007 (the **"Sixth Extension Order"**);

Financial Reporting

12. The Debtors have filed Monthly Operating Reports for each of the months ending up to and including March, 2007, respectively;

Status of Plan of Reorganization

13. The Debtors agreed to support and become a co-proponent of a joint plan (the "**Plan**") with Yucaipa American Alliance Fund I, LP ("**Yucaipa**") and certain affiliates of the International Brotherhood of Teamsters (collectively, the "**IBT**");
14. The confirmation hearing in respect of the Plan was held on May 9, 10 and 11, 2007;
15. By Order dated May 18, 2007, the United States Bankruptcy Court confirmed the Plan and the Debtors sought and obtained recognition of this Order on May 24, 2007;

GS Financing

16. Pursuant to the Final DIP Order, the Debtors obtained secured debtor-in-possession financing (the "**Existing DIP Facility**") from a consortium of lenders (collectively, the "**DIP Facility Lenders**"). The Existing DIP Facility is asset-based and included, among other things, a \$130 million revolving loan facility (the "**Revolving Loan**"), a \$20 million Term Loan A (the "**Existing Term Loan A**") and an \$80 million Term Loan B (the "**Existing Term Loan B**"), with the borrowing under the Revolving Loan to be largely a function of the value of certain assets and the amount of certain reserves, and with the borrowing under the entire Existing DIP Facility not to exceed \$230 million in any event;
17. The parties have entered into a total of six (6) amendments to the Existing DIP Facility since its inception. Pursuant to the Sixth Amendment to the Existing DIP Facility, the Existing DIP Facility Lenders agreed to extend the maturity date for the Revolving Loan from February 7, 2007 to March 30, 2007;
18. On March 16, 2007, the Debtors executed a commitment letter (the "**Commitment Letter**") with Goldman Sachs Credit Partners L.P. ("**Goldman**") whereby Goldman has agreed to refinance the existing post-petition debtor-in-possession credit facility of the Debtors along with an Exit Conversion Option (collectively, the "**GS Financing**");

19. On March 30, 2007, the Debtors entered into the Secured Super-Priority Debtor In Possession and Exit Credit and Guaranty Agreement under which the Debtors obtained first priority credit facilities in the aggregate principal amount of up to \$315,000,000 to refinance the Existing DIP Facility;
20. The Debtors sought and obtained Interim and Final Orders authorizing the Debtors to obtain the GS Financing. The Debtors sought and obtained recognition of such Interim and Final Orders;

GS Financing Restructuring

21. The Final Order approved the Original Credit Agreement and the Credit Documents, including a fee letter dated March 16, 2007 (the "**Fee Letter**"). Pursuant to the Fee Letter, the First Lien Syndication Agent was permitted to change the terms, conditions, pricing and/or structure of the Original Credit Agreement within certain narrow parameters if such changes are reasonably necessary to facilitate successful syndication;
22. Paragraph 3(b)(ii) of the Final Order specifically authorizes amendments to the Original Credit Agreement and the Credit Documents for, among other things, the purpose of facilitating the successful syndication of the GS Financing;
23. The Debtors and the First Lien Lenders negotiated a restructuring of the facilities to achieve a successful syndication of the Financing (the "**GS Financing Restructuring**"). In furtherance thereof, the Debtors sought and obtained an Interim Order from the United States Bankruptcy Court to, among other things, authorize:
 - (a) the restructuring of the Financing into first lien credit facilities in an aggregate principal amount of \$265,000,000 (the "**First Lien Credit Facilities**") under the First Lien Credit Documents as well as a second lien credit facility in an aggregate principal amount of \$50,000,000 (the "**Second Lien Credit Facility**") under the Second Lien Credit Documents; and

(b) the granting of liens and superpriority claims.

On May 15, 2007, the Debtors sought and obtained recognition of this Interim Order;

24. On May 24, 2007, the Debtors sought and obtained a Final Order authorizing the GS Financing Restructuring;

Extension of the Stay of Proceedings

25. The Debtors are diligently and in good faith working to implement the Plan, which is expected to occur by May 29, 2007;

26. The Debtors are requesting an Order further extending the stay of proceedings granted in the Initial CCAA Recognition Order (extended by the First Extension Order, further extended by the Second Extension Order, further extended by the Third Extension Order, further extended by the Fourth Extension Order, further extended by the Fifth Extension Order and further extended by the Sixth Extension Order) to June 30, 2007 to accommodate implementation of the Plan;

27. The continuation of the stay in Canada is essential to ensure that all of the Debtors' creditors are treated equally;

28. The Initial CCAA Recognition Order;

29. The First Extension Order;

30. The Second Extension Order;

31. The Third Extension Order;

32. The Fourth Extension Order;

33. The Fifth Extension Order;

34. The Sixth Extension Order;

35. The Order dated May 24, 2007;

36. The provisions of the CCAA;
37. Rules 2.03, 3.02 and 37 of the *Rules of Civil Procedure*; and
38. Such other grounds as counsel may advise and this Honourable Court may permit.

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

1. The affidavit of Thomas King sworn May 22, 2007 and the exhibits thereto;
2. The supplementary affidavit of Thomas King sworn May 25, 2007 and the exhibits thereto; and
3. Such further and other materials as counsel may submit and this Honourable Court may permit.

Date: May 25, 2007

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Solicitors for Goldman Sachs

SCHEDULE "A"

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

AH Industries, Inc.

SCHEDULE "B"

Court File No. 05-CL-6007

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

THE HONOURABLE) TUESDAY THE 29th DAY OF
)
JUSTICE ■) MAY, 2007

IN THE MATTER OF SECTION 18.6 OF THE
COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36

AND IN THE MATTER OF
ALLIED HOLDINGS, INC. AND THOSE SUBSIDIARIES
LISTED ON SCHEDULE "A" HERETO

Applicants

ORDER

THIS MOTION made by the Applicants for an order recognizing the GS Financing Restructuring Final Order (defined below) was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING (i) the Supplementary Notice of Motion, (ii) the Affidavit of Thomas H. King sworn May 22, 2007 and the exhibits thereto (the "**King Affidavit**"), and (iii) the Supplementary Affidavit of Thomas H. King sworn May 25, 2007 and the exhibits thereto (the "**Supplementary King Affidavit**"), filed; on hearing the submissions of counsel for the Applicants; and on being satisfied that circumstances exist that make this Order appropriate;

Service

1. **THIS COURT ORDERS** that the time for service of the Supplementary Notice of Motion and the Supplementary Motion Record in support of this motion be and it is hereby abridged such that this motion is properly returnable today and further that service thereof upon any person other than the persons served with the Supplementary Motion Record herein be and it is hereby dispensed with.

Stay of Proceedings

2. **THIS COURT ORDERS** that the Stay Period (as defined in paragraph 5 of the Order of the Honourable Mr. Justice Farley dated August 2, 2005) be and the same is hereby further extended to and including June 30, 2007.

Recognition of the GS Financing Restructuring Final Order

3. **THIS COURT ORDERS** that the Final Order of the United States Bankruptcy Court issued on May 24, 2007 authorizing the Applicants to, among other things, restructure the Financing (as defined in the King Affidavit) (the "**GS Financing Restructuring Final Order**") be and it is hereby recognized in its entirety and shall have effect throughout Canada as if it was an order of this Court made in proceedings under the CCAA having identical effect to that provided for in such order.
4. **THIS COURT FURTHER ORDERS** that the GS Financing Restructuring Final Order, is binding upon all persons with any interest in the within proceedings.

DIP Second Liens

5. **THIS COURT ORDERS** that the liens, security interests, mortgages and charges granted to the Second Lien Secured Parties (as defined in the GS Financing Restructuring Final Order) by the U.S. Court as security for the payment and performance of all of the DIP Obligations (as defined in the GS Financing Restructuring Final Order) are hereby recognized, constituted and confirmed as fixed, specific and continuing liens, security interests, mortgages and charges (collectively, the "**DIP Second Liens**") in, on and against all of the Collateral (as defined in the GS Financing Restructuring Final Order), effective and perfected as of the date of the Interim Order (as defined in the GS Financing Restructuring Final Order).
6. **THIS COURT ORDERS** that each of the Applicants are hereby authorized and empowered to incur the obligations under and in accordance with the terms of the Second Lien Credit Documents (as defined in the GS Financing Restructuring Final Order).

7. **THIS COURT ORDERS** that neither the Second Lien Agent nor the Second Lien Lenders (as such terms are defined in the GS Financing Restructuring Final Order) shall be required to file, register, record or perfect the DIP Second Liens in any Canadian jurisdiction.
8. **THIS COURT ORDERS** that, effective as of the date of the Interim Order (as defined in the GS Financing Restructuring Final Order), the DIP Second Liens shall have priority in Canada over all present and future fixed or floating liens, charges, mortgages, hypothecs, security interests, pledges or other encumbrances attaching to the Collateral, subject and subordinate only to the encumbrances as provided for in the GS Financing Restructuring Interim Order (which includes, without limitation, the "DIP Liens" as defined in the Order of this Honourable Court made in these proceedings on April 16, 2007 recognizing the GS Financing Final Order) and subject to encumbrances arising by operation of law without any grant of a security interest by such Applicant and that are given priority over prior fixed charges by Canadian statute law in the event of a bankruptcy of such Applicant.
9. **THIS COURT ORDERS** that the obligations of the Applicants pursuant to the First Lien Credit Documents (as amended), the Second Lien Credit Documents and the Intercreditor Agreement (all as defined in the GS Financing Restructuring Final Order) and all documents delivered pursuant thereto constitute legal, valid and binding obligations of the Applicants enforceable against them in accordance with the terms thereof, and the payments made and security granted by the Applicants pursuant to such documents do not constitute fraudulent preferences, fraudulent conveyances, oppressive conduct, settlements or other challengeable, voidable or reviewable transactions under any applicable law in Canada.
10. **THIS COURT ORDERS** that, effective as of the date of the Interim Order (as defined in the GS Financing Restructuring Final Order), the DIP Second Liens shall be deemed to be valid and effective notwithstanding any negative covenants, prohibitions or other similar provisions with respect to incurring debt or the creation of liens or securities contained in any existing agreement between

the Applicants and any lender and that notwithstanding any provision to the contrary in such agreements,

- (a) the executions, delivery, perfection or registration of the DIP Second Liens shall not create or be deemed to constitute a breach by the Applicants of any agreement to which any of the Applicants is a party, and
 - (b) the Second Lien Agent and the Second Lien Lenders (as such terms are defined in the GS Financing Restructuring Final Order) shall have no liability to any person whatsoever as a result of any breach of any agreement caused by or resulting from the Applicants entering into the Second Lien Credit Documents (as defined in the GS Financing Restructuring Final Order) or other document delivered pursuant thereto.
-

SCHEDULE "A"

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

AH Industries, Inc.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF SECTION 18.6 OF THE
COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36

AND IN THE MATTER OF
ALLIED HOLDINGS, INC. AND THOSE
SUBSIDIARIES LISTED ON SCHEDULE "A" HERETO

Applicants

SUPPLEMENTARY AFFIDAVIT OF THOMAS H. KING
(sworn May 25, 2007)

I, **Thomas H. King**, of the County of DeKalb, in the State of Georgia, **MAKE**
OATH AND SAY:

1. I am the Executive Vice President and Chief Financial Officer of Allied Holdings, Inc. ("**Allied Holdings**" and, together with its direct and indirect subsidiaries, the "**Allied Group**"). In this capacity, I have knowledge of the corporate structure, business operations, lending relationships, and financial condition of Allied Holdings and the other applicants herein (collectively, the "**Debtors**"). As such I have personal knowledge of the matters hereinafter deposed, save and except those matters based expressly upon information, in which case I have stated the source of such information all of which I believe to be true.
2. I swear this affidavit further to my affidavit sworn May 22, 2007 (the "**May 22nd Affidavit**"). Defined terms herein shall have the same meaning as defined in the May 22nd Affidavit unless otherwise defined herein.

GS Financing Restructuring Final Order

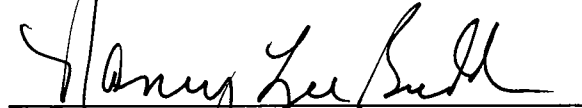
3. Further to paragraph 31 of the May 22nd Affidavit, the hearing in respect of the Debtors' request for a Final Order authorizing the GS Financing Restructuring was held on May 24th and the United States Bankruptcy Court granted this request (the "**GS Financing Restructuring Final Order**"). Attached and marked as **Exhibit "A"** hereto is a true copy of the GS Financing Restructuring Final Order.

Extension of the Stay of Proceedings

4. Further to paragraph 22 of the May 22nd Affidavit, the Debtors sought and obtained recognition of the Order of the United States Bankruptcy Court dated May 18, 2007 confirming the Plan. Attached and marked as **Exhibit "B"** hereto is a true copy of this Order.
5. The Debtors are diligently and in good faith working to implement the Plan, which is expected to occur by May 29, 2007. The Debtors anticipate that they will be able to consummate the Plan prior to June 1, 2007.
6. Out of an abundance of caution, the Debtors are requesting an Order further extending the stay of proceedings granted in the Initial CCAA Recognition Order (extended by the First Extension Order, further extended by the Second Extension Order, further extended by the Third Extension Order, further extended by the Fourth Extension Order, further extended by the Fifth Extension Order and further extended by the Sixth Extension Order) to June 30, 2007 to accommodate implementation of the Plan.
7. The continuation of the stay in Canada is essential to ensure that all of the Debtors' creditors are treated equally.

8. I swear this affidavit in support of a motion by the Debtors for an order, among other things, recognizing the GS Financing Restructuring Final Order and extending the stay of proceedings, and for no other or improper purpose.

SWORN BEFORE ME at the County of DeKalb, in the State of Georgia, of the United States of America, on this 25th day of May, 2007



Notary Public

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)
)
)
)



THOMAS H. KING

**NOTARY PUBLIC, DEKALB COUNTY, GEORGIA
MY COMMISSION EXPIRES AUG 20, 2009**

SCHEDULE "A"

Allied Automotive Group, Inc.

Allied Systems, Ltd. (L.P.)

Allied Systems (Canada) Company

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RMX LLC

Transport Support LLC

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Logistic Technology, LLC

Logistic Systems, LLC

CT Services Inc.

Cordin Transport LLC

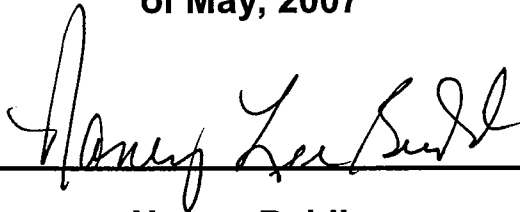
Terminal Services LLC

Axis Canada Company

Ace Operations, LLC

AH Industries, Inc.

**This is ...Exhibit "A"... referred to in the
Affidavit of ...Thomas H. King...
sworn before me, this 25th day
of May, 2007**

A handwritten signature in cursive script, reading "Nancy Lee Budd", is written over a solid horizontal line.

Notary Public

**NOTARY PUBLIC DEKALB COUNTY, GEORGIA
MY COMMISSION EXPIRES AUG 20, 2009**

ENTERED ON DOCKET

MAY 25 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 (I) AUTHORIZING DEBTORS TO (A)
RESTRUCTURE POST-PETITION FINANCING INTO FIRST AND
SECOND LIEN FACILITIES AND (B) TO GRANT LIENS AND
SUPER-PRIORITY CLAIMS, AND (II) GRANTING RELATED RELIEF**

THIS MATTER came before the Court on May 24, 2007 for a final hearing (the "*Final Amendment Hearing*") on the motion filed on May 4, 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 2002, 4001, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "*Bankruptcy Rules*"), seeking, among other things:

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.

(1) authorization for the Debtors (a) to amend their existing post-petition financing (the "*Financing*") to, among other things, restructure the Financing into first lien credit facilities in an aggregate principal amount of \$265,000,000 (the "*First Lien Credit Facilities*") under the Amended First Lien Credit Agreement (as defined below) and a second lien credit facility in an aggregate principal amount of \$50,000,000 (the "*Second Lien Credit Facility*") under the Second Lien Credit Agreement (as defined below); (b) to guaranty the obligations of the other Debtors as Borrowers² under and in connection with the Second Lien Credit Agreement and the other Second Lien Credit Documents (as defined below);

(2) authorization for the Debtors (a) to execute and deliver, and perform the obligations under, (i) an Amended and Restated First Lien Secured Super-Priority Debtor In Possession and Exit Credit and Guaranty Agreement, a draft of which was attached to the Motion as Exhibit A (as amended and restated, and as further amended from time to time, the "*Amended First Lien Credit Agreement*"), among Goldman Sachs Credit Partners L.P. ("*GSCP*"), acting as lead arranger and syndication agent (in such capacities, the "*First Lien Syndication Agent*") and The CIT Group/Business Credit, Inc., acting as administrative agent and collateral agent (in such capacities, the "*First Lien Administrative Agent*," or the "*First Lien Collateral Agent*," and together with the First Lien Syndication Agent and any of their respective successors and assigns, collectively, the "*First Lien Agents*"), for themselves and a syndicate of financial institutions (and including the fronting and issuing banks for letters

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Second Lien Credit Agreement.

of credit, the "*First Lien Lenders*"); (ii) amended and restated revolving loan promissory notes and amended and restated term loan promissory notes to the extent set forth in the Amended First Lien Credit Agreement (the "*Amended Notes*"), and (iii) restated and amended collateral documents, and all ancillary documents in connection with any of the foregoing (together with the Amended First Lien Credit Agreement and the Amended Notes, the "*First Lien Credit Documents*"); and (b) to perform such other and further acts as may be required in connection therewith;

(3) authorization for the Debtors (a) to execute and deliver, and perform the obligations under, a Second Lien Secured Super-Priority Debtor In Possession and Exit Credit and Guaranty Agreement, a draft of which was attached to the Motion as Exhibit B (as amended from time to time, the "*Second Lien Credit Agreement*"), among the Borrowers, the Guarantors, GSCP, acting as lead arranger, syndication agent, administrative agent, and collateral agent (in such capacities, together any successors and assigns, the "*Second Lien Agent*"), for itself and a syndicate of financial institutions (the "*Second Lien Lenders*"), the promissory notes, collateral documents, and all ancillary documents in connection with any of the foregoing, including, without limitation, the Intercreditor Agreement (as defined below) (the "*Second Lien Credit Documents*"), and (b) to perform such other and further acts as may be required in connection therewith;

(4) authorization for the Debtors (a) to execute, deliver, and perform all obligations under, the Intercreditor Agreement among the Borrowers, the First Lien Collateral Agent, and the Second Lien Agent, a draft of which was attached to the Motion as

Exhibit C (as amended from time to time, the "*Intercreditor Agreement*"), and (b) to perform such other and further acts as may be required in connection therewith;

(5) authorization for the Debtors to grant mortgages, security interests, liens, and super-priority claims to the Second Lien Agent on behalf of and for the benefit of the Second Lien 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, the First Priority DIP Liens, and the First Lien Super-Priority Claims (as such terms are defined below);

(6) authorization for the use of certain proceeds of the Second Lien Credit Facility (a) to irrevocably repay a portion of the loans under the First Lien Credit Facilities in an amount equal to \$50,000,000, and (b) pay certain fees and expenses relating to the Second Lien Credit Facility;

(7) authorization for (a) the assumption by the reorganized Debtors, on the effective date of a confirmed plan of reorganization, of all of the indebtedness and other obligations outstanding under the Second Lien Credit Documents, (b) the granting of liens on, and security interests in, the property of the reorganized Debtors to secure the obligations outstanding under the Second Lien Exit Facility (as defined below), and (c) the payment of certain fees and the reimbursement of certain expenses to the Second Lien Agent and the Second Lien Lenders under and in accordance with the Second Lien Credit Documents;

(8) the waiver of the Debtors' right to surcharge against collateral securing the Second Lien Obligations (as defined below) pursuant to section 506(c) of the Bankruptcy Code;

(9) that an interim hearing on the Motion (the "*Interim Amendment Hearing*"), pursuant to Bankruptcy Rule 4001, be held for this Court to consider entry of an interim order (the "*Interim Amendment Order*") authorizing the relief requested in the Motion;

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

(11) the granting of certain related relief.

The Court having: (i) conducted the Amendment Hearing as provided for by section 364 of the Bankruptcy Code and Bankruptcy Rule 4001; (ii) conducted the Interim Amendment Hearing on May 9, 2007, (iii) entered the Interim Amendment Order authorizing the restructuring of the Financing on May 9, 2007, (iv) been advised that the Debtors have repaid a portion of the loans under the First Lien Credit Facilities in an amount equal to \$50,000,000, (v) considered any and all objections and other responses filed with respect to the Motion, the arguments of counsel, the record made by the Debtors at the Interim Amendment Hearing and the Final Amendment Hearing, and all relevant matters related thereto; and (vi) been fully advised in the premises;

Upon the record of the Cases and the record of the Interim Hearing (as defined below) held on March 26, 2007 and the Final Hearing (as defined below) held on April 11, 2007, 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 "*Original 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 the Original Bankruptcy 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 from time to time by orders of the Canadian Court, collectively, the "*Prior Recognition Orders*") and a notice of the Recognition Order was filed in the Cases on August 10, 2005 (Docket no. 117). On March 29, 2007 and April 16, 2007, the Canadian Court entered orders recognizing the Interim Order and Final Orders, respectively (collectively, the "*First Lien Recognition Orders*"). On May 15, 2007, the Canadian court entered an order recognizing the Interim Amendment Order (the "*Interim Second Lien 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 "*Second Lien Recognition Order*," collectively with the First Lien Recognition Orders, the Second Lien Recognition Order, and the Prior Recognition Orders, the "*Recognition Orders*").

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 no further notice of the Motion or this Order is necessary or required.

G. On March 26, 2007, the Court held an interim hearing (the "*Interim Hearing*") on the Financing and entered the interim order authorizing the Financing on an interim basis (Docket No. 2704) (the "*Interim Order*").

H. On March 30, 2007, the Debtors (i) entered into the Secured Super-Priority Debtor In Possession and Exit Credit and Guaranty Agreement with the First Lien Agents and the First Lien Lenders (as amended by letter agreement, dated April 9, 2007, the "*Original Credit Agreement*") and the other Credit Documents (as defined in the Original Credit Agreement), under which the Debtors obtained, subject to the terms and conditions of the Original Credit Agreement, first priority credit facilities in the aggregate principal amount of up to \$315,000,000 to refinance the Debtors' then existing post-petition financing (the "*Refinanced DIP Facility*"), (ii) caused to be repaid in full all loans and other obligations outstanding under the Refinanced DIP Facility (the "*Repaid DIP*").

Obligations"), (iii) caused the liens and security interests securing the Repaid DIP Obligations to be released and discharged, and (iv) established the Reserve Fund for the benefit of the agents (the "*Repaid DIP Agents*") under the Refinanced DIP Facility in the amounts provided in the Pay-Off Letter (as defined in the Final Order).

I. On April 11, 2007, this Court held a final hearing (the "*Final Hearing*") on the Financing and, on April 13, 2007, entered the final order authorizing the Financing on a final basis (Docket No. 2842) (the "*Final Order*").

J. Paragraph 3(b)(ii) of the Final Order authorizes amendments to the Original Credit Agreement and other Credit Documents for, among other things, the purpose of facilitating the successful syndication of the Financing.

K. Under the terms of the Commitment Letter and the Fee Letter (as such terms are defined in both the Interim and Final Orders), the Debtors are obligated to cooperate with GSCP in facilitating the successful syndication of the Financing.

L. The relief requested by the Motion is necessary to facilitate a successful syndication of the Financing and avoid a breach on the part of the Debtors in meeting their obligations under the Commitment Letter and Fee Letter, which were approved by the Interim Order and confirmed by the Final Order.

M. The terms of the First Lien Credit Documents (as amended), the Second Lien Credit Documents, and the Intercreditor Agreement (i) are fair and reasonable, (ii) reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, (iii) were contemplated by, and are within the parameters of, the terms of the Fee Letter, and (iv) constitute reasonably equivalent value and fair consideration.

N. The First Lien Credit Documents (as amended), the Second Lien Credit Documents, and the Intercreditor Agreement have been negotiated in good faith and at arm's length among Yucaipa American Alliance Fund I, LP and Yucaipa Alliance (Parallel) Fund I, LP (collectively, "*Yucaipa*"), the Debtors, the First Lien Agents, and the Second Lien Agent, and all of the Debtors' obligations and indebtedness arising under, in respect of, or in connection with the Financing under the First Lien Credit Documents (as amended) and the Second Lien Credit Documents, including without limitation (i) all loans made to, and all letters of credit issued for the account of, the Debtors pursuant to the Amended First Lien Credit Agreement or the Second Lien Credit Agreement, and (ii) any "*First Lien Obligations*" and "*Second Lien Obligations*" (as such terms are defined in the Intercreditor Agreement) shall be deemed to have been extended by the First Lien Agents, the First Lien Lenders, the Second Lien Agent, and the Second Lien 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 First Lien Agents, the First Lien Lenders, the Second Lien Agent, and the Second Lien 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 any provision hereof is vacated, reversed or modified, on appeal or otherwise.

O. Notice of the relief sought by the Motion, and the Final Amendment 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), has been given to the following parties in interest: (i) the U.S. Trustee; (ii) the Securities and Exchange Commission, (iii) respective counsel for the First Lien Agents, (iv) counsel for the Second Lien Agent, (iv) counsel for the Indenture Trustee, (v) counsel for Yucaipa, (vi) counsel for the Committee, (vii) counsel for The

Bank of Nova Scotia, (viii) 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 (ix) 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 Restructuring of the Financing.*
 - (a) The Debtors are hereby authorized to amend the Financing in accordance with the First Lien Credit Documents and the Second Lien Credit Documents and to execute, deliver, and perform all obligations under the First Lien Credit Documents (as amended), the Second Lien Credit Documents, and the Intercreditor Agreement.
 - (b) The Borrowers are immediately authorized to borrow funds from, and incur debt to, the Second Lien Lenders in accordance with the terms and conditions of the Second Lien Credit Documents up to the aggregate amount of \$50,000,000, and the Guarantors are hereby authorized to guaranty such borrowings and the Borrowers' obligations under the Second Lien Credit Documents, in each case, from and after the date of the Interim Amendment Order. The Second Lien Lenders, and the Second Lien Agent shall have the rights set forth in the Second Lien Credit Documents to make loans, advances and/or financial accommodations pursuant to the terms and conditions thereof.

(c) 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 First Lien Credit Documents (as amended), the Second Lien Credit Documents, and the Intercreditor Agreement;

(ii) the execution, delivery, and performance of one or more amendments to the Second Lien Credit Agreement or other Second Lien Credit Documents for, among other things, the purpose of facilitating the successful syndication of the Financing, adding additional financial institutions as Second Lien Lenders, or reallocating the commitments for the Second Lien Credit Facility among the Second Lien Lenders, in each case, in accordance with the Second Lien Credit Documents, in such form as the Debtors, the Second Lien Agent, and the Second Lien Lenders may agree (it being understood that no further approval of the Court shall be required for amendments to the Second Lien Credit Agreement or other Second Lien Credit 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 Second Lien Credit Documents and the Fee Letter) but any such amendments shall be subject to any applicable provisions of the Intercreditor Agreement);

(iii) any non-refundable payment to the Second Lien Agent or the Second Lien Lenders, as the case may be, of the fees or other amounts referred to in the Second Lien Credit Agreement or 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) facility fees, (E) termination fees, and (F) reasonable attorneys', financial advisors', and accountants' fees and disbursements as provided for in the Second Lien Credit Documents; and

(iv) the performance of all other acts reasonably required under or in connection with the First Lien Credit Documents (as amended) and the Second Lien Credit Documents.

(d) Upon execution and delivery of the First Lien Credit Documents (as amended), the Second Lien Credit Documents, and the Intercreditor Agreement, the First Lien Credit Documents and the Second Lien Credit Documents and the Intercreditor Agreement 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 thereof. No obligation, payment, transfer, or grant of security under the Second Lien Credit Documents, the Interim Amendment Order, 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.

(e) The obligations of the Debtors hereunder and under the Second Lien Credit Documents shall be joint and several.

4. *Second Lien Super-Priority Claims.* Pursuant to section 364(c)(1) of the Bankruptcy Code, and subject to the Carve-Out and the super-priority claims of the First Lien Agents and the

First Lien Lenders granted in the Interim Order and confirmed in the Final Order (the "*First Lien Super-Priority Claims*"), effective as of the date of the Interim Amendment Order, all of the Second Lien 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 "*Second Lien 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 and the First Lien Super-Priority Claims, 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 Second Lien Agent, the Second Lien Lenders, or the other Second Lien Secured Parties (as defined below) against the Debtors arising out of the Second Lien Obligations or any provision of the Interim Amendment Order or this Order.

5. *Second Priority DIP Liens.* As security for the Second Lien Obligations pursuant to sections 364(c)(2) and (c)(3) of the Bankruptcy Code, effective and perfected upon the date of the Interim Amendment 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 Second Lien Agent for its own benefit and the benefit of the Second Lien Lenders and any other parties as provided for under any of the Second Lien Credit Documents (such parties, together with the Second Lien Agent and the Second Lien Lenders, the "*Second Lien 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 prior to the occurrence of the Second Lien Exit Facility Conversion Date (as defined below), to the payment of the Carve-Out, and subject and subordinate to the liens and security interests securing the First Lien Obligations granted under the Interim Order and confirmed by the Final Order (the "*First Priority DIP Liens*") (all such liens and security interests granted to the Second Lien Agent, for its benefit and for the benefit of the Second Lien Lenders, pursuant to this Order, the Interim Amendment Order, and the Second Lien Credit Documents, the "*Second Priority DIP Liens*");

(a) *Lien on Cash Balances and Unencumbered Property.* Pursuant to section 364(c)(2) 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, 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 Second Lien 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, subject and subordinate, however, to the extent of (1) the Repaid DIP Agents' lien on and security interest in the Reserve Fund, (2) the First Priority DIP Liens, and (3) 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 Second Lien 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 Second Lien Agent is junior to such valid, perfected, and nonavoidable liens. In addition, the Second Lien Agent, the Second Lien Lenders, and the Second Lien Secured Parties shall have a lien on and security interest (a) in the Reserve Fund junior only to the liens and security interests of the Repaid DIP Agents and of the First Lien Collateral Agent and the First Lien Lenders, and (b) in the Purchased Equipment and Related Collateral junior only to the liens and security interests of Yucaipa Transportation, LLC and of the First Lien Collateral Agent and the First Lien Lenders.

(c) *Lien Senior to Certain Other Liens.* The Second Priority 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 Second Lien Credit 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 Second Lien Credit 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 Second Priority 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 Second Lien Credit 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 Second Lien Exit Facility Conversion Date, the Second Priority DIP Liens and Second Lien Super-Priority Claims granted to the Second Lien Agent and the Second Lien Lenders in the Interim Amendment Order, in this Order, and in the Second Lien Credit Documents (and the First Priority DIP Liens to the extent provided in the Final Order) 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) 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 12 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 Second Lien Agent, the Second Lien 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 Second Lien Exit Facility 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 Second Lien 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 Second Lien Agent and no such consent shall be implied from any other action, inaction, or acquiescence by the Second Lien Agent or the Second Lien Lenders.

8. *Protection of Second Lien Lenders' Rights.* Subject only to the provisions of the Second Lien Credit Documents and the Intercreditor Agreement, 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 Second Lien Agent, the Second Lien Lenders, and the other Second Lien Secured Parties to exercise (i) immediately upon the occurrence of an Event of Default under any of the Second Lien Credit Documents, all rights and remedies under the Second Lien Credit Documents (including, without limitation, the right to freeze monies or balances in the accounts of the Debtors' maintained with the Second Lien Agent or any Second Lien Lender or Second Lien 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 Second Lien Exit Facility Conversion Date and the giving of five (5) business days' prior written notice to the Debtors, counsel for the Debtors, counsel for the Committee, counsel for the First Lien

Agents, and the U.S. Trustee, all rights and remedies against the Collateral provided for in the Second Lien Credit Documents (including, without limitation, the right to setoff monies of the Debtors in accounts maintained with the Second Lien Agent or any Second Lien Lender or Second Lien Secured Party). In no event shall the Second Lien Agent or the Second Lien Lenders be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to the Collateral. The Second Lien Agent's or any Second Lien Lender's failure to seek relief or otherwise exercise its rights and remedies under the Second Lien Credit Documents or this Order shall not constitute a waiver of the Second Lien Agent's or any Second Lien Lender's rights hereunder, thereunder, or otherwise.

9. *Payments Free and Clear.* Any and all payments or proceeds remitted to the Second Lien Agent pursuant to the provisions of this Order shall be received by the Second Lien Agent for the benefit of the relevant Second Lien 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, section 506(c) (whether asserted or assessed by, through or on behalf of the Debtors) or 552(b) of the Bankruptcy Code.

10. *Perfection of Second Priority DIP Liens.*

(a) The automatic stay provisions of Bankruptcy Code section 362 are hereby modified to permit the Debtors to create, and the Second Lien Agent to perfect, the Second Priority DIP Liens granted to it and the Second Lien Lenders in this Order, in the Interim Amendment Order, and in the Second Lien Credit Documents. The Second Lien Agent and the Second Lien 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 Second Lien Credit Documents, the Interim Amendment 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 Second Lien Agent on behalf of the Second Lien 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 Second Lien Agent and Second Lien Lenders under the Interim Amendment Order or 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 Amendment Order or this Order, as applicable.

(b) A certified copy of this Order may, in the discretion of the Second Lien 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 Second Lien Agent and the Second Lien Lenders all such agreements, financing statements, instruments, and other documents as the Second Lien Agent or any of the Second Lien Lenders may reasonably request to evidence, confirm, validate, or perfect the Second Priority DIP Liens granted pursuant to the Interim Amendment 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 Second Priority DIP Liens as provided in the Interim Amendment 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 Second Lien Agent and the Second Lien Lenders in accordance with the terms of the Second Lien Credit Documents, the Interim Amendment Order, or this Order.

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

(a) Unless all Second Lien Obligations shall have been paid in full, the Debtors shall not seek, and it shall constitute an Event of Default under the Second Lien Credit Agreement if any of the Debtors seek, or if there is entered without the prior written consent of the Second Lien Agent, and no such consent shall be implied by any other action, inaction, or acquiescence by the Second Lien Agent, (i) any modification or termination of this Order or the Recognition Orders, (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 Second Lien Super-Priority Claims and Second Priority

DIP Liens granted to the Second Lien Agent and the Second Lien Lenders pursuant to the Interim Amendment Order, this Order, and the Second Lien Credit Documents shall continue in full force and effect and shall maintain their priorities as provided in this Order until all Second Lien Obligations shall have been paid and satisfied in full in cash, (x) the Second Lien Super-Priority Claims and Second Priority 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 Second Lien Super-Priority Claims and the Second Priority 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 Second Lien Agent and the Second Lien Lenders the opportunity to perfect all of the Second Priority 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 Orders are hereafter reversed, stayed, modified, or vacated, such reversal, stay, modification, or vacatur shall not affect (i) the validity of any Second Lien Obligations incurred prior to the actual receipt of written notice by the Second Lien Agent of the effective date of such reversal, stay, modification, or vacatur or (ii) the validity, enforceability, or priority of the Second Lien Super-Priority Claims and the Second Priority DIP Liens or other grant authorized or created by the Interim Amendment Order or this Order, or pursuant to the Second Lien Credit Documents with respect to any Second Lien Obligations. Notwithstanding any such reversal, stay, modification, or vacatur, any Second Lien Obligations incurred by the Debtors to the Second Lien Agent or the Second Lien Lenders prior to

the actual receipt of written notice by the Second Lien 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 Amendment Order or this Order, as the case may be, and the Second Lien Agent and the Second Lien Lenders shall be entitled to all the rights, remedies, privileges, and benefits granted in section 364(e) of the Bankruptcy Code, in the Interim Amendment Order, in this Order, and pursuant to the Second Lien Credit Documents.

(c) Except as expressly provided in this Order or in the Second Lien Credit Documents, the Second Priority DIP Liens, the Second Lien Super-Priority Claims and all other rights and remedies of the Second Lien Agent and the Second Lien Lenders granted by the provisions of the Interim Amendment Order, this Order, and the Second Lien Credit 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 Second Lien Exit Facility, the Second Lien 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 Second Lien 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 Second Lien Obligations are assumed by the reorganized Debtors under the Second Lien Exit Facility as provided in paragraph 15 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 Second Lien Credit 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 Second Priority DIP Liens, Second Lien Super-Priority Claims and all other rights and remedies of the Second Lien Agent and the Second Lien Lenders granted by the provisions of this Order, the Interim Amendment Order, and the Second Lien Credit Documents shall continue in full force and effect until the Second Lien Obligations are indefeasibly paid in full or assumed by the reorganized Debtors under the Second Lien Exit Facility as provided in paragraph 15 below.

12. *Limitation on Use of Second Lien Credit Facility Proceeds and Collateral.* The Debtors shall use the proceeds of the Second Lien Credit Facility solely as provided in the Interim Amendment Order, in this Order, and in the Second Lien Credit Agreement. Notwithstanding anything herein or in any other order by this Court to the contrary, no borrowings under the First Lien Credit Facility or the Second Lien Credit Facility, Collateral securing the First Lien Obligations or the Second Lien Obligations, 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 First Lien Credit Documents or the Second Lien Credit Documents, or the First Priority DIP Liens, the First Lien Super-Priority Claims, the Second Priority DIP Liens, or the Second Lien Super-Priority Claims granted in the Interim Order, the Final Order, the Interim Amendment Order, or this Order, or in the First Lien Credit Documents or in the Second Lien Credit Documents, (b) assert any claims or defenses, or causes of action related in any way to the Financing against the First Lien Agents, the First Lien Lenders, the Second Lien Agent, or the Second Lien Lenders or their respective agents, affiliates, representatives, attorneys, or advisors, (c) prevent, hinder, or otherwise delay the First Lien Collateral Agent's or the Second Lien Agent's assertion, enforcement, or

realization on their respective Collateral in accordance with the First Lien Credit Documents, the Second Lien Credit Documents, the Interim Order, the Final Order, the Interim Amendment Order, or this Order, as applicable, (d) seek to modify any of the rights granted to the First Lien Agents, the First Lien Lenders, the Second Lien Agent, or the Second Lien Lenders in the Interim Order, in the Final Order, the Interim Amendment Order, or this Order, or in the First Lien Credit Documents or the Second Lien Credit Documents, as applicable, 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 First Lien Administrative Agent and the Second Lien Agent in their 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).

13. *Insurance.* Effective as of the Closing Date, the Second Lien Agent and the Second Lien Lenders shall be, and shall be deemed to be, without any further action or notice, named as additional insureds and loss payees, as their interests may appear, 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 Final Order, the Interim Amendment Order, or this Order) paid to the Repaid DIP Agents or the lenders under the Refinanced DIP Facility shall be immediately delivered to the Debtors and subject to the Second Priority DIP Liens and provisions of the Second Lien Credit Documents and this Order, subject and subordinate, however, to the First Priority DIP Liens and the terms of the Intercreditor Agreement.

14. *Right of Access and Information.*

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

(b) Notwithstanding anything contained in the Interim Amendment Order or in this Order to the contrary and without limiting any other rights or remedies of the Second Lien Agent and the Second Lien Lenders contained in the Interim Amendment Order, in this Order, or in the Second Lien Credit Documents, or otherwise available at law or in equity, and subject to the terms of the Second Lien Credit Documents, upon written notice to the landlord of any leased premises that an Event of Default has occurred and is continuing under the Second Lien Credit Documents, the Second Lien Agent may, subject to the Intercreditor Agreement and any separate agreement by and between such landlord and the Second Lien 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 Second Lien Agent shall only pay rent of the Debtors that first accrues after the Second Lien Agent's written notice referenced above and that is payable during the period of such occupancy by the Second Lien Agent, calculated on a per diem basis. Nothing in this Order shall require the Second Lien 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 Second Lien 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 Second Priority DIP Liens in such Collateral.

15. *Conversion to Second Lien Exit Facility Agreement.*

(a) Upon the satisfaction or waiver of the conditions precedent to conversion to the Second Lien Exit Facility set forth in the Second Lien Credit Agreement (it being understood that any such conversion shall be at the election of the Debtors) (the "*Second Lien Exit Facility 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 Second Lien Obligations, (ii) each loan under the Second Lien Facility shall be deemed to have been continued as a loan under a second lien secured exit credit facility (the "*Second Lien Exit Facility*"), (iii) the Second Priority DIP Liens shall continue as liens on, and security interests in, the assets and property of the reorganized Debtors securing their obligations under the Second Lien Exit Facility having the same priority as provided for herein and in the Interim Amendment Order, (iv) each Second Lien Lender shall be deemed to be a lender under the Second Lien Exit Facility, (v) the commitments under the Second Lien Credit Facility have terminated in accordance with the Second Lien Credit Agreement; (vi) the Second Lien Credit Documents shall be deemed to survive and remain in full force and effect except as and to the extent set forth in the Second Lien Credit Documents (the "*Second Lien Exit Facility Documents*"); and (vii) the Intercreditor Agreement shall be deemed to survive and remain in full force and effect except as and to the extent set forth in the Intercreditor Agreement. In the event the Second Lien Exit Facility Conversion Date occurs and only in such event, the relationship among the Borrowers, the Guarantors, the Second Lien Agent, the Second Lien Lenders, and the Second Lien Secured Parties shall no longer be governed by this Order

or the Interim Amendment Order, but rather, shall be governed solely by the terms of the Second Lien Exit Facility Documents and applicable nonbankruptcy law.

(b) Any order entered by the Court confirming a plan of reorganization in any of the Cases (a "*Confirmation Order*") shall provide that (at the election of the Debtors) (a) the Second Lien Obligations shall be paid in full in cash on or before the effective date of the confirmed plan of reorganization, or (b) upon the Second Lien Exit Facility 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 Second Lien Agent pursuant to which the reorganized Debtors will assume all of the Second Lien 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 Second Lien 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 Amendment 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 Amendment Order, and (iv) no obligation, payment, transfer, or grant of security under the Second Lien Exit Facility Documents, the Interim Amendment 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 Second Lien 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.

16. *Fees and Expenses of Second Lien Agent and Second Lien Lenders.* The Debtors shall promptly following receipt of a written invoice reimburse the Second Lien Agent and the Second Lien 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.

17. *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 Second Lien Agent and the Second Lien Lenders, and their respective affiliates, directly related to the Financing or the negotiation of the terms thereof.

18. *Ratification of Final Order.* The terms of the Final Order are ratified and confirmed in all respects for the benefit of the Debtors, the First Lien Agents, and the First Lien Lenders. Without limiting the generality of the preceding sentence, (a) all protections, findings, conclusions, and terms contained in the Final Order are ratified and confirmed in all respects and are incorporated

herein and made a part hereof, and (b) the First Lien Credit Documents, the First Lien Obligations, and the First Priority DIP Liens shall constitute the "DIP Documents," the "DIP Obligations," and the "DIP Liens," respectively, for all purposes under the Final Order and as provided herein.

19. *Order Governs.* In the event of any inconsistency between the provisions of this Order, and the Interim Amendment Order, the Interim Order, the Final Order, the First Lien Credit Documents, or the Second Lien Credit Documents, the provisions of this Order shall govern, subject to the immediately preceding paragraph, and the Interim Order and the Final Order shall be construed in a manner consistent with the bifurcation of the DIP Obligations (as defined in the Final Order) into the First Lien Obligations and Second Lien Obligations pursuant to the authorizations set forth in this Order and in the Interim Amendment Order, and this Order shall be construed as a supplement to, rather than a replacement of, the Interim Order and the Final Order.

20. *Limitation of Liability.* In determining to provide the Financing under the Second Lien Credit Documents or in exercising any rights or remedies as and when permitted pursuant to this Order or the Second Lien Credit Documents, the Second Lien Agent and the Second Lien 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 Amendment Order, in this Order, or in any of the Second Lien Credit 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 Second Lien Agent or the Second Lien

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.* The Second Lien Agent, and the Second Lien Lenders are hereby relieved of the requirement to file proofs of claims in these Cases with respect to the Second Lien Obligations and any other claims or liens or security interests granted or created in the Interim Amendment Order, in this Order, or in the Second Lien Credit 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.

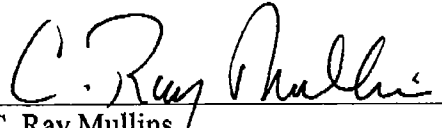
23. *Findings of Facts and Conclusions of Law.* This Order shall constitute findings of fact and conclusions of law.

24. *Binding Effect; Successors and Assigns.* The First Lien Credit Documents (as amended) and the Second Lien Credit 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 First Lien Agents, the First Lien Lenders, the Second Lien Agent, the Second Lien 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 hereinafter 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 First Lien Agents, the First Lien Lenders, the Second Lien Agent, the Second Lien Lenders,

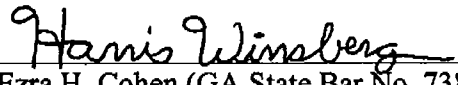
and the Debtors, and their respective successors and assigns; *provided, however*, that the First Lien Agents, the First Lien Lenders, the Second Lien Agent, and the Second Lien Lenders shall have no obligation to extend any financing to any chapter 7 trustee or similar responsible person appointed for the estates of the Debtors.

25. *Adequate Notice.* The notice given by the Debtors of the Final Amendment 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.

SO ORDERED, ADJUDGED, AND DECREED, this 27 day of May, 2007.


C. Ray Mullins
UNITED STATES BANKRUPTCY JUDGE

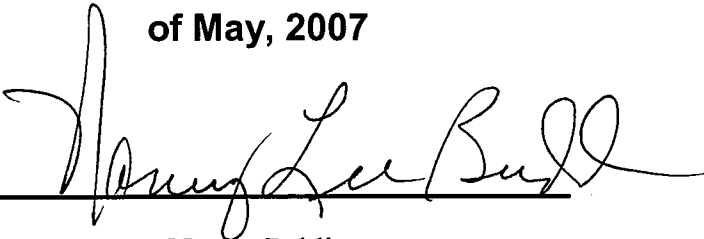
Prepared and presented by:


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**This is ...Exhibit "B"... referred to in the
Affidavit of ...Thomas H. King...
sworn before me, this 25th day
of May, 2007**

A handwritten signature in cursive script, appearing to read "Nancy Lee Bull", is written over a solid horizontal line.

Notary Public

**NOTARY PUBLIC, DEKALB COUNTY, GEORGIA
MY COMMISSION EXPIRES AUG 20, 2009**

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MADAM) THURSDAY THE 24th DAY OF
)
JUSTICE PEPALL) MAY, 2007

IN THE MATTER OF SECTION 18.6 OF THE
COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36



AND IN THE MATTER OF
ALLIED HOLDINGS, INC. AND THOSE SUBSIDIARIES
LISTED ON SCHEDULE "A" HERETO

Applicants

ORDER

THIS MOTION made by the Applicants for an order recognizing the Order confirming the Second Amended Joint Plan of Reorganization was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING (i) the Notice of Motion, and (ii) the Affidavit of Thomas H. King sworn May 22, 2007 and the exhibits thereto (the "**King Affidavit**"), filed; on hearing the submissions of counsel for the Applicants; and on being satisfied that circumstances exist that make this Order appropriate;

Service

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record in support of this motion be and it is hereby abridged such that this motion is properly returnable today and further that service thereof upon any person other than the persons served with the Motion Record herein be and it is hereby dispensed with.

SCHEDULE "A"

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

AH Industries, Inc.

IN THE MATTER OF SECTION 18.6 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36
AND IN THE MATTER OF ALLIED HOLDINGS, INC. AND THOSE SUBSIDIARIES LISTED ON SCHEDULE "A" HERETO
Applicants

ONTARIO
SUPERIOR COURT OF JUSTICE
(PROCEEDING COMMENCED AT TORONTO)

ORDER
(May 24, 2007)

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