

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

THE HONOURABLE MR.

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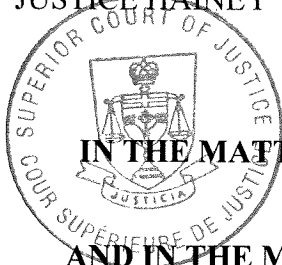
FRIDAY, THE 9TH

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JUSTICE HAINEY

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DAY OF AUGUST, 2019



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

**AND IN THE MATTER OF JACK COOPER VENTURES, INC., JACK COOPER
DIVERSIFIED, LLC, JACK COOPER ENTERPRISES, INC., JACK COOPER
HOLDINGS CORP., JACK COOPER TRANSPORT COMPANY, INC., AUTO
HANDLING CORPORATION, CTEMS, LLC, JACK COOPER LOGISTICS, LLC,
AUTO & BOAT RELOCATION SERVICES, LLC, AXIS LOGISTIC SERVICES, INC.,
JACK COOPER CT SERVICES, INC., JACK COOPER RAIL AND SHUTTLE, INC.,
JACK COOPER INVESTMENTS, INC., NORTH AMERICAN AUTO
TRANSPORTATION CORP., JACK COOPER TRANSPORT CANADA, INC., JACK
COOPER CANADA GP 1 INC., JACK COOPER CANADA GP 2 INC., JACK COOPER
CANADA 1 LIMITED PARTNERSHIP, AND JACK COOPER CANADA 2 LIMITED
PARTNERSHIP**

**APPLICATION OF JACK COOPER VENTURES, INC. UNDER SECTION 46 OF THE
COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS
AMENDED**

**SUPPLEMENTAL ORDER
(FOREIGN MAIN PROCEEDING)**

THIS APPLICATION, made by Jack Cooper Ventures, Inc. in its capacity as the foreign representative (the "**Foreign Representative**") of Jack Cooper Ventures, Inc., Jack Cooper Diversified, LLC, Jack Cooper Enterprises, Inc., Jack Cooper Holdings Corp., Jack Cooper Transport Company, Inc., Auto Handling Corporation, Ctems, LLC, Jack Cooper Logistics, LLC, Auto & Boat Relocation Services, LLC, Axis Logistic Services, Inc., Jack Cooper CT Services, Inc., Jack Cooper Rail and Shuttle, Inc., Jack Cooper Investments, Inc., North American Auto Transportation Corp., Jack Cooper Transport Canada, Inc., Jack Cooper Canada GP 1 Inc., Jack Cooper Canada GP 2 Inc., Jack Cooper Canada 1 Limited Partnership,

and Jack Cooper Canada 2 Limited Partnership (collectively, the “**Chapter 11 Debtors**” and each, a “**Chapter 11 Debtor**”), pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) for an Order substantially in the form enclosed in the Application Record, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Application, the affidavit of Greg R. May, Executive Vice President and Chief Administrative Officer of the Foreign Representative sworn August 8, 2019 (the “**May Affidavit**”), filed, the affidavit of Waleed Malik affirmed August 8, 2019 (the “**Malik Affidavit**”), filed, the pre-filing report of Alvarez & Marsal Canada Inc., in its capacity as proposed Information Officer (as defined herein) dated August 9, 2019 (the “**Pre-Filing Report**”), and upon being provided with copies of the documents required by section 46 of the CCAA,

AND UPON HEARING the submissions of counsel for the Foreign Representative, counsel for the proposed Information Officer, counsel for the ABL Agent and the DIP ABL Agent, the DIP Term Loan Agent, and those other parties present, no one else appearing although duly served as appears from the affidavit of service of Waleed Malik sworn August 9, 2019:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

INITIAL RECOGNITION ORDER

2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined have the meaning given to them in the May Affidavit.

3. **THIS COURT ORDERS** that the provisions of this Order shall be interpreted in a manner complementary and supplementary to the provisions of the Initial Recognition Order (Foreign Main Proceeding) dated as of August 8, 2019 (the “**Recognition Order**”), provided that

in the event of a conflict between the provisions of this Order and the provisions of the Recognition Order, the provisions of the Recognition Order shall govern.

RECOGNITION OF FOREIGN ORDERS

4. **THIS COURT ORDERS** that the following orders (collectively, the “**Foreign Orders**”) of the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division (the “**U.S. Bankruptcy Court**”) made in the Foreign Proceeding (as defined in the Recognition Order) are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA:

- (a) *Order (A) Authorizing Jack Cooper Ventures, Inc. to Act as Foreign Representative and (B) Granting Related Relief* (the “**Foreign Representative Order**”);
- (b) *Order Directing Joint Administration of Chapter 11 Cases and Granting Related Relief* (the “**Joint Administration Order**”);
- (c) *Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System and (B) Maintain Existing Bank Accounts and Business Forms, (II) Authorizing Continued Intercompany Transactions, (III) Granting Administrative Expense Status, and (IV) Granting Related Relief* (the “**Interim Cash Management Order**”);
- (d) *Interim Order (I) Authorizing the Debtors to Pay Certain Prepetition Claims of Critical Vendors and foreign Vendors, and (II) Granting Related Relief* (the “**Interim Critical Vendors Order**”);
- (e) *Interim Order Pursuant to U.S.C. §§ 105, 361, 362, 363, 364, 503, 507 (I) Authorizing the Debtors to Obtain Senior and Junior Secured Priming Superpriority Postpetition Financing; (II) Granting (A) Liens and Superpriority Administrative Expense Claims and (B) Adequate Protection to Certain Prepetition Lenders; (III) Authorizing Use of Cash Collateral; (IV) Modifying the*

*Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief (the “**Interim DIP Order**”)*

- (f) *Interim Order Authorizing the Debtors to (I) Continue Insurance Coverage Entered Into Prepetition and Satisfy Prepetition Obligations Related Thereto, (II) Renew, Amend, Supplement, Extend, or Purchase Insurance Policies, (III) Honor the Terms of the Premium Financing Agreements and Pay Premiums Thereunder, (IV) Enter into New Premium Financing Agreements in the Ordinary Course of Business, and (V) Granting Related Relief (the “**Insurance Order**”);*
- (g) *Interim Order Authorizing the Debtors to (I) Pay Certain Prepetition Wages, Salaries, other Compensation, and Reimbursable Employee Expenses and (II) Continue Employee Benefits (the “**Interim Employee Wages Order**”);*
- (h) *Interim Order Authorizing (I) the Debtors to Continue and Renew the Surety Bond Program and (II) Granting Related Relief (the “**Surety Bond Order**”);*
- (i) *Interim Order Authorizing the Payment of Certain Prepetition Taxes and Fees (the “**Taxes and Fees Order**”); and*
- (j) *Interim Order (I) Authorizing the Debtors to Continue Customer Programs and Honor Certain Prepetition Obligations Related Thereto, and (II) Granting Related Relief (the “**Customer Programs Order**”)*

(copies of each such Foreign Orders are attached as Schedules “A” to “J” hereto);

provided, however, that in the event of any conflict between the terms of the Foreign Orders and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Property (as defined below) in Canada.

APPOINTMENT OF INFORMATION OFFICER

5. **THIS COURT ORDERS** that Alvarez & Marsal Canada Inc. (the “**Information Officer**”) is hereby appointed as an officer of this Court, with the powers and duties set out herein.

NO PROCEEDINGS AGAINST THE CHAPTER 11 DEBTORS OR THE PROPERTY

6. **THIS COURT ORDERS** that from the date of the Recognition Order until such date as this Court may order (the “**Stay Period**”) no proceeding or enforcement process in any court or tribunal in Canada (each, a “**Proceeding**”) shall be commenced or continued against or in respect of the Chapter 11 Debtors or affecting their business (the “**Business**”) or their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”), except with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the Chapter 11 Debtors or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

7. **THIS COURT ORDERS** that, without limiting the stay of proceedings provided for in the Recognition Order, during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of the Chapter 11 Debtors, or affecting the Business or the Property, are hereby stayed and suspended except with leave of this Court, provided that nothing in this Order shall (a) prevent the assertion of or the exercise of rights and remedies outside of Canada, (b) empower any of the Chapter 11 Debtors to carry on any business in Canada which that Chapter 11 Debtor is not lawfully entitled to carry on, (c) affect such investigations or Proceedings by a regulatory body as are permitted by section 11.1 of the CCAA, (d) prevent the filing of any registration to preserve or perfect a security interest, or (e) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

8. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by any of the Chapter 11 Debtors and affecting the Business in Canada, except with leave of this Court.

ADDITIONAL PROTECTIONS

9. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Chapter 11 Debtors or statutory or regulatory mandates for the supply of goods and/or services in Canada, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services provided in respect of the Property or Business of the Chapter 11 Debtors, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Chapter 11 Debtors, and that the Chapter 11 Debtors shall be entitled to the continued use in Canada of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names.

10. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Chapter 11 Debtors with respect to any claim against the directors or officers that arose before the date of the Recognition Order and that relates to any obligations of the Chapter 11 Debtors whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations.

11. **THIS COURT ORDERS** that no Proceeding shall be commenced or continued against or in respect of the Information Officer, except with leave of this Court. In addition to the rights and protections afforded the Information Officer herein, or as an officer of this Court, the Information Officer shall have the benefit of all of the rights and protections afforded to a Monitor under the CCAA, and shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, including with respect to holding the Load Broker Trust (as defined below) as set out in paragraph 19 hereof, save and except for any gross negligence or wilful misconduct on its part.

OTHER PROVISIONS RELATING TO INFORMATION OFFICER

12. **THIS COURT ORDERS** that the Information Officer:

- (a) is hereby authorized to provide such assistance to the Foreign Representative in the performance of its duties as the Foreign Representative may reasonably request;
- (b) shall report to this Court periodically with respect to the status of these proceedings and the status of the Foreign Proceeding, which reports may include information relating to the Property, the Business, or such other matters as may be relevant to the proceedings herein;
- (c) in addition to the periodic reports referred to in paragraph 12(b) above, the Information Officer may report to this Court at such other times and intervals as the Information Officer may deem appropriate with respect to any of the matters referred to in paragraph 12(b) above;
- (d) shall have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Chapter 11 Debtors, to the extent that is necessary to perform its duties arising under this Order; and
- (e) shall be at liberty to engage independent legal counsel or such other persons as the Information Officer deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order.

13. **THIS COURT ORDERS** that the Chapter 11 Debtors and the Foreign Representative shall (a) advise the Information Officer of all material steps taken by the Chapter 11 Debtors or the Foreign Representative in these proceedings or in the Foreign Proceeding, (b) co-operate fully with the Information Officer in the exercise of its powers and discharge of its obligations, and (c) provide the Information Officer with the assistance that is necessary to enable the Information Officer to adequately carry out its functions.

14. **THIS COURT ORDERS** that the Information Officer shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

15. **THIS COURT ORDERS** that the Information Officer (a) shall post on its website all Orders of this Court made in these proceedings, all reports of the Information Officer filed herein, and such other materials as this Court may order from time to time, and (b) may post on its website any other materials that the Information Officer deems appropriate.

16. **THIS COURT ORDERS** that the Information Officer may provide any creditor of a Chapter 11 Debtor with information provided by the Chapter 11 Debtors in response to reasonable requests for information made in writing by such creditor addressed to the Information Officer. The Information Officer shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Information Officer has been advised by the Chapter 11 Debtors is privileged or confidential, the Information Officer shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Information Officer, the Foreign Representative and the relevant Chapter 11 Debtors may agree.

17. **THIS COURT ORDERS** that counsel to the Canadian Chapter 11 Debtors, the Information Officer and counsel to the Information Officer shall be paid by the Chapter 11 Debtors their reasonable fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts. The Chapter 11 Debtors are hereby authorized and directed to pay the accounts of counsel to the Canadian Chapter 11 Debtors, the Information Officer and counsel to the Information Officer.

18. **THIS COURT ORDERS** that the Information Officer and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Information Officer and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice, and the accounts of the Information Officer and its counsel shall not be subject to approval in the Foreign Proceeding.

19. **THIS COURT ORDERS** that Jack Cooper Transport Canada Inc. shall deposit CDN\$500,000 with the Information Officer to be held in trust for the benefit of the Load Broker Parties as security for the payment of amounts due and accruing to them in the ordinary course of business following the Petition Date (the “**Load Broker Trust**”). The Information Officer is authorized and directed to hold the Load Broker Trust pending further Order of the Court.

20. **THIS COURT ORDERS** that counsel to the Canadian Chapter 11 Debtors, the Information Officer and counsel to the Information Officer shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the Property in Canada, which charge shall not exceed an aggregate amount of CDN\$500,000 as security for their professional fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order. The Administration Charge shall have the priority set out in paragraphs 22 through 26 hereof.

INTERIM FINANCING

21. **THIS COURT ORDERS** that the DIP ABL Agent, for and on behalf of itself and the other lenders under the DIP ABL Facility, shall be entitled to the benefit of and is hereby granted a charge (the “**DIP ABL Charge**”) on the Property in Canada, which DIP ABL Charge shall be consistent with the liens and charges created by the Interim DIP Order with respect to the Property in Canada, shall have the priority set out in paragraphs 22 through 27 hereof, and further provided that the DIP ABL Charge shall not be enforced except with leave of this Court on notice to the Information Officer and those parties on the service list established for these proceedings.

22. **THIS COURT ORDERS** that the DIP Term Loan Agent, for and on behalf of itself and the other lenders under the DIP Term Loan Facility, shall be entitled to the benefit of and is hereby granted a charge (the “**DIP Term Loan Charge**”) on the Property in Canada, which DIP Term Loan Charge shall be consistent with the liens and charges created by the Interim DIP Order with respect to the Property in Canada, shall have the priority set out in paragraphs 22 through 27 hereof, and further provided that the DIP Term Loan Charge shall not be enforced except with leave of this Court on notice to the Information Officer and those parties on the service list established for these proceedings.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

23. THIS COURT ORDERS that the priorities of the Administration Charge, the DIP ABL Charge and the DIP Term Loan Charge (collectively, the “**Charges**”), as among them, shall be as follows:

- (a) First – Administration Charge (to the maximum amount of CDN\$500,000);
- (b) Second – DIP ABL Charge; and
- (c) Third – DIP Term Loan Charge.

24. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect the Charges.

25. **THIS COURT ORDERS** that the Charges (as constituted and defined herein) shall constitute a charge on the Property in Canada and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person.

26. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Chapter 11 Debtors shall not grant any Encumbrances over any Property in Canada that rank in priority to, or *pari passu* with, the Charges, unless the Chapter 11 Debtors also obtain the prior written consent of the Information Officer the DIP ABL Agent and the DIP Term Loan Agent.

27. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the “**Chargees**”) shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”), or any bankruptcy order made pursuant to such applications; (c)

the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds any Chapter 11 Debtor, and notwithstanding any provision to the contrary in any Agreement:

- (i) the creation of the Charges shall not create or be deemed to constitute a breach by a Chapter 11 Debtor of any Agreement to which it is a party;
- (ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
- (iii) the payments made by the Chapter 11 Debtors to the Chargees pursuant to this Order, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

28. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the applicable Chapter 11 Debtors’ interest in such real property leases.

SERVICE AND NOTICE

29. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: www.alvarezandmarsal.com/JackCooperCanada.

30. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Chapter 11 Debtors, the Foreign Representative and the Information Officer are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Chapter 11 Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the applicable Chapter 11 Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

31. **THIS COURT ORDERS** that the Information Officer may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

32. **THIS COURT ORDERS** that nothing in this Order shall prevent the Information Officer from acting as an interim receiver, a receiver, a receiver and manager, a monitor, a proposal trustee, or a trustee in bankruptcy of any Chapter 11 Debtor, the Business or the Property.

33. **THIS COURT ORDERS** that within five (5) business days from the date of this Order, or as soon as practicable thereafter, the Information Officer shall cause to be published a notice once a week for two consecutive weeks, in the Globe and Mail (National Edition) regarding the issuance of this Order and the Recognition Order.

34. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States of America, to give effect to this Order and to assist the Chapter 11 Debtors, the Foreign Representative, the Information Officer, and their respective counsel and agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Chapter 11 Debtors, the Foreign Representative and the Information Officer, the latter as an officer of this

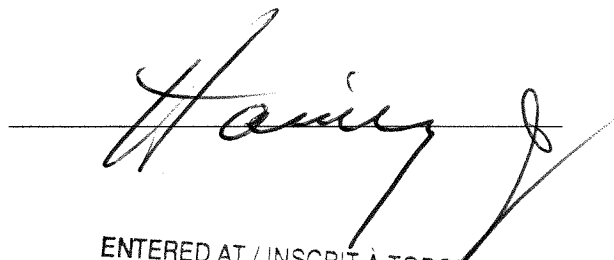
Court, as may be necessary or desirable to give effect to this Order, or to assist the Chapter 11 Debtors, the Foreign Representative, the Information Officer, and their respective counsel and agents in carrying out the terms of this Order.

35. **THIS COURT ORDERS** that each of the Chapter 11 Debtors, the Foreign Representative and the Information Officer be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

36. **THIS COURT ORDERS** that the Guidelines for Communication and Cooperation between Courts in Cross-Border Insolvency Matters issued by the Judicial Insolvency Network and adopted by this Court and the U.S. Bankruptcy Court and attached as Schedule "K" hereto (the "**JIN Guidelines**"), are hereby adopted by this Court for the purposes of these recognition proceedings.


37. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days' notice to the Chapter 11 Debtors, the Foreign Representative, the Information Officer, the DIP ABL Agent, the DIP Term Loan Agent and their respective counsel, and to any other party or parties likely to be affected by the order sought, or upon such other notice, if any, as this Court may order.

38. **THIS COURT ORDERS AND DECLARES** that this Order shall be effective as of 12:01 a.m. Eastern Standard Time on the date of this Order.

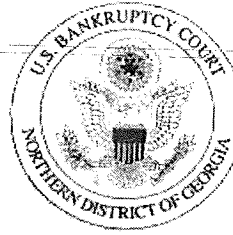


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SCHEDULE A - FOREIGN REPRESENTATIVE ORDER



IT IS ORDERED as set forth below:

Date: August 8, 2019

Paul W. Bonapfel
U.S. Bankruptcy Court Judge

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

Filed in Clerk's Office and
a true copy certified this
8th day of Aug, 2019
M. REGINA THOMAS, CLERK

By:
Deputy Clerk

In re:)	
	)	Chapter 11
JACK COOPER VENTURES, INC., <i>et al.</i> , ¹)	
	)	Case No. 19-62393 (PWB)
)	
Debtors.	)	(Jointly Administrated)

**ORDER (I) AUTHORIZING JACK COOPER VENTURES, INC. TO
ACT AS FOREIGN REPRESENTATIVE, AND (II) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"), (a) authorizing Jack Cooper Ventures, Inc. ("Jack Cooper") to act as foreign representative on behalf of the Debtors' estates

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Jack Cooper Ventures, Inc. (0805); Jack Cooper Diversified, LLC (9414); Jack Cooper Enterprises, Inc. (3001); Jack Cooper Holdings Corp. (2446); Jack Cooper Transport Company, Inc. (3030); Auto Handling Corporation (4011); CTEMS, LLC (7725); Jack Cooper Logistics, LLC (3433); Auto & Boat Relocation Services, LLC (9095); Axis Logistic Services, Inc. (2904); Jack Cooper CT Services, Inc. (3523); Jack Cooper Rail and Shuttle, Inc. (7801); Jack Cooper Investments, Inc. (6894); North American Auto Transportation Corp. (8293); Jack Cooper Transport Canada Inc. (8666); Jack Cooper Canada GP 1 Inc. (7030); Jack Cooper Canada GP 2 Inc. (2373); Jack Cooper Canada 1 Limited Partnership (3439); and Jack Cooper Canada 2 Limited Partnership (7839). The location of the Debtors' corporate headquarters and service address is: 630 Kennesaw Due West Road NW, Kennesaw, Georgia 30152.

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

pursuant to section 1505 of the Bankruptcy Code and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at the hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

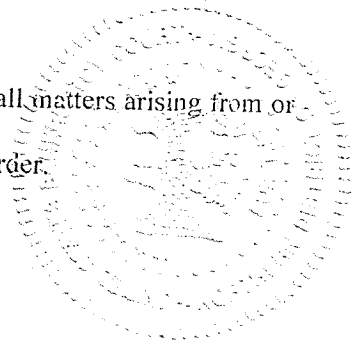
1. The Motion is granted as set forth herein.
2. Jack Cooper is hereby authorized to act as the Foreign Representative on behalf of the Debtors' estates in connection with the Canadian Proceeding. As Foreign Representative, Jack Cooper shall be authorized and shall have the power to act in any way permitted by applicable foreign law, including (a) seeking recognition of the Debtors' chapter 11 cases in the Canadian Proceeding, (b) requesting that the Canadian Court lend assistance to this Court in protecting the Debtors' property, and (c) seeking any other appropriate relief from the Canadian Court that Jack Cooper deems just and proper in the furtherance of the protection of the Debtors' estates.

3. This Court requests the aid and assistance of the Canadian Court to recognize the Debtors' chapter 11 cases as a "foreign main proceeding" and Jack Cooper as a "foreign representative" pursuant to the CCAA, and to recognize and give full force and effect in all provinces and territories of Canada to this Order.

4. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

5. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

END OF ORDER



Prepared and presented by:

/s/ Sarah R. Borders

Sarah R. Borders

Georgia Bar No. 610649

Leia Clement Shermohammed

Georgia Bar No. 972711

Britney Baker

Georgia Bar No. 625752

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-and-

Kelley A. Cornish (*pro hac vice* pending)

New York Bar No. 1930767

Brian S. Hermann (*pro hac vice* pending)

New York Bar No. 2810232

**PAUL, WEISS, RIFKIND, WHARTON &
GARRISON LLP**

1285 Avenue of the Americas

New York, New York 10019

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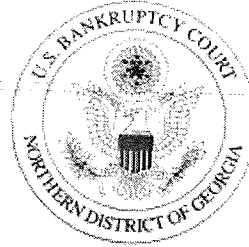
Email: bhermann@paulweiss.com

Proposed Counsel for the Debtors in Possession

Filed in Clerk's Office and
a true copy certified this
8th day of Aug., 2019
M. REGINA THOMAS, CLERK

By: [Signature]
Deputy Clerk

SCHEDULE B - JOINT ADMINISTRATION ORDER



IT IS ORDERED as set forth below:

Date: August 8, 2019

Paul W. Bonapfel
U.S. Bankruptcy Court Judge

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

In re:

JACK COOPER VENTURES, INC.,

Debtor.

Tax I.D. No. 0805

)
) Chapter 11
)
) Case No. 19-62393 (PWB)
)
) (Joint Administration Requested)
)
)

In re:

JACK COOPER DIVERSIFIED, LLC,

Debtor.

Tax I.D. No. 9414

)
) Chapter 11
)
) Case No. 19-62407 (PWB)
)
) (Joint Administration Requested)
)
)

In re:

JACK COOPER ENTERPRISES, INC.,

Debtor.

Tax I.D. No. 3001

)
) Chapter 11
)
) Case No. 19-62409 (PWB)
)
) (Joint Administration Requested)
)
)

In re:)	
	)	Chapter 11
JACK COOPER HOLDINGS CORP.,)	
	)	Case No. 19-62410 (PWB)
Debtor.	)	(Joint Administration Requested)
Tax I.D. No. 2446)	

In re:)	
	)	Chapter 11
JACK COOPER TRANSPORT COMPANY, INC.,)	
	)	Case No. 19-62416 (PWB)
Debtor.	)	(Joint Administration Requested)
Tax I.D. No. 3030)	

In re:)	
	)	Chapter 11
AUTO HANDLING CORPORATION,)	
	)	Case No. 19-62398 (PWB)
Debtor.	)	(Joint Administration Requested)
Tax I.D. No. 4011)	

In re:)	
	)	Chapter 11
CTEMS, LLC,)	
	)	Case No. 19-62400 (PWB)
Debtor.	)	(Joint Administration Requested)
Tax I.D. No. 7725)	

In re:)	
JACK COOPER LOGISTICS, LLC,	)	Chapter 11
Debtor.	)	Case No. 19-62412 (PWB)
Tax I.D. No. 3433	)	(Joint Administration Requested)
)	
In re:	)	Chapter 11
AUTO & BOAT RELOCATION SERVICES, LLC,	)	Case No. 19-62396 (PWB)
Debtor.	)	(Joint Administration Requested)
Tax I.D. No. 9095)	
)	
In re:	)	Chapter 11
AXIS LOGISTIC SERVICES, INC.,	)	Case No. 19-62399 (PWB)
Debtor.	)	(Joint Administration Requested)
Tax I.D. No. 2904)	
)	
In re:	)	Chapter 11
JACK COOPER CT SERVICES, INC.,	)	Case No. 19-62406 (PWB)
Debtor.	)	(Joint Administration Requested)
Tax I.D. No. 3523)	

In re:)	
	)	Chapter 11
JACK COOPER RAIL AND SHUTTLE, INC.,)	
	)	Case No. 19-62413 (PWB)
Debtor.)	
	)	(Joint Administration Requested)
Tax I.D. No. 7801)	
)	
In re:)	
	)	Chapter 11
JACK COOPER INVESTMENTS, INC.,)	
	)	Case No. 19-62411 (PWB)
Debtor.)	
	)	(Joint Administration Requested)
Tax I.D. No. 6894)	
)	
In re:)	
	)	Chapter 11
NORTH AMERICAN AUTO TRANSPORTATION CORP.,)	
	)	Case No. 19-62417 (PWB)
Debtor.)	
	)	(Joint Administration Requested)
Tax I.D. No. 8293)	
)	
In re:)	
	)	Chapter 11
JACK COOPER TRANSPORT CANADA INC.,)	
	)	Case No. 19-62415 (PWB)
Debtor.)	
	)	(Joint Administration Requested)
Tax I.D. No. 8666)	
)	

In re:)	
	)	Chapter 11
JACK COOPER CANADA GP 1 INC.,)	
	)	Case No. 19-62404 (PWB)
Debtor.)	
	)	(Joint Administration Requested)
Tax I.D. No. 7030)	

In re:)	
	)	Chapter 11
JACK COOPER CANADA GP 2 INC.,)	
	)	Case No. 19-62405 (PWB)
Debtor.)	
	)	(Joint Administration Requested)
Tax I.D. No. 2373)	

In re:)	
	)	Chapter 11
JACK COOPER CANADA 1 LIMITED PARTNERSHIP,)	
	)	Case No. 19-62402 (PWB)
Debtor.)	
	)	(Joint Administration Requested)
Tax I.D. No. 3439)	

In re:)	
	)	Chapter 11
JACK COOPER CANADA 2 LIMITED PARTNERSHIP,)	
	)	Case No. 19-62403 (PWB)
Debtor.)	
	)	(Joint Administration Requested)
Tax I.D. No. 7839)	

**ORDER DIRECTING
JOINT ADMINISTRATION OF CHAPTER 11 CASES**

Upon the motion (the “Motion”)¹ of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order directing the joint administration of the Debtors’ related chapter 11 cases, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors provided adequate notice of the Motion and the opportunity for a hearing under the circumstances; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the “Hearing”)]; and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The Motion is granted to the extent set forth herein.
2. The above-captioned chapter 11 cases are consolidated for procedural purposes only and shall be jointly administered by this Court under Case No. 19-62393 (PWB).
3. The caption of the jointly administered cases should read as follows:

¹ Capitalized terms used but not otherwise defined herein have the meanings set forth in the Motion.

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:)	
	)	Chapter 11
JACK COOPER VENTURES, INC., <i>et al.</i> , ¹²)	
	)	Case No. 19-62393 (PWB)
Debtors.	)	(Jointly Administered)

4. The foregoing caption satisfies the requirements set forth in section 342(c)(1) of the Bankruptcy Code.

5. A docket entry, substantially similar to the following, shall be entered on the docket of each of the Debtors other than Jack Cooper Ventures, Inc. to reflect the joint administration of these chapter 11 cases:

An order has been entered in accordance with Rule 1015(b) of the Federal Rules of Bankruptcy Procedure directing joint administration of the chapter 11 cases of: Jack Cooper Ventures, Inc. (0805); Jack Cooper Diversified, LLC (9414); Jack Cooper Enterprises, Inc. (3001); Jack Cooper Holdings Corp. (2446); Jack Cooper Transport Company, Inc. (3030); Auto Handling Corporation (4011); CTEMS, LLC (7725); Jack Cooper Logistics, LLC (3433); Auto & Boat Relocation Services, LLC (9095); Axis Logistic Services, Inc. (2904); Jack Cooper CT Services, Inc. (3523); Jack Cooper Rail and Shuttle, Inc. (7801); Jack Cooper Investments, Inc. (6894); North American Auto Transportation Corp. (8293); Jack Cooper Transport Canada Inc. (8666); Jack Cooper Canada GP 1 Inc. (7030); Jack Cooper Canada GP 2 Inc.

²¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Jack Cooper Ventures, Inc. (0805); Jack Cooper Diversified, LLC (9414); Jack Cooper Enterprises, Inc. (3001); Jack Cooper Holdings Corp. (2446); Jack Cooper Transport Company, Inc. (3030); Auto Handling Corporation (4011); CTEMS, LLC (7725); Jack Cooper Logistics, LLC (3433); Auto & Boat Relocation Services, LLC (9095); Axis Logistic Services, Inc. (2904); Jack Cooper CT Services, Inc. (3523); Jack Cooper Rail and Shuttle, Inc. (7801); Jack Cooper Investments, Inc. (6894); North American Auto Transportation Corp. (8293); Jack Cooper Transport Canada Inc. (8666); Jack Cooper Canada GP 1 Inc. (7030); Jack Cooper Canada GP 2 Inc. (2373); Jack Cooper Canada 1 Limited Partnership (3439); and Jack Cooper Canada 2 Limited Partnership (7839). The location of the Debtors' corporate headquarters and service address is: 630 Kennesaw Due West Road NW, Kennesaw, Georgia 30152.

(2373); Jack Cooper Canada 1 Limited Partnership (3439); and Jack Cooper Canada 2 Limited Partnership (7839).

6. One consolidated docket, one file, and one consolidated service list shall be maintained by the Debtors and kept by the Clerk of the Court with the assistance of the notice and claims agent retained by the Debtors in these chapter 11 cases.

7. The Debtors may file their monthly operating reports required by the *Operating Guidelines and Reporting Requirements for Debtors in Possession and Trustees*, issued by the U.S. Trustee, by consolidating the information required for each Debtor in one report that tracks and breaks out all of the specific information (*e.g.*, receipts, disbursements, etc.) on a debtor-by-debtor basis in each monthly operating report.

8. Nothing contained in the Motion or this Order shall be deemed or construed as directing or otherwise effecting a substantive consolidation of these chapter 11 cases, and this Order shall be without prejudice to the rights of the Debtors to seek entry of an order substantively consolidating their respective cases.

9. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

10. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a), the Bankruptcy Local Rules for the Northern District of Georgia and the Complex Case Procedures are satisfied by such notice.

11. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

12. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

13. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

END OF ORDER

Prepared and presented by:

/s/ Sarah R. Borders

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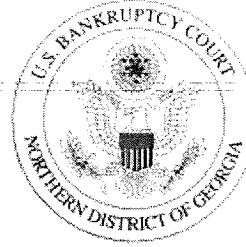
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Proposed Counsel for the Debtors in Possession

SCHEDULE C - INTERIM CASH MANAGEMENT ORDER



IT IS ORDERED as set forth below:

Date: August 8, 2019

**Paul W. Bonapfel
U.S. Bankruptcy Court Judge**

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

In re:	)	Chapter 11
)	
JACK COOPER VENTURES, INC., <i>et al.</i> , ¹	)	Case No. 19-62393 (PWB)
)	
Debtors.	)	(Jointly Administered)
)	

INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE USING THE CASH MANAGEMENT SYSTEM, AND (B) MAINTAIN EXISTING BANK ACCOUNTS AND BUSINESS FORMS, (II) AUTHORIZING CONTINUED INTERCOMPANY TRANSACTIONS, (III) GRANTING ADMINISTRATIVE EXPENSE STATUS TO INTERCOMPANY CLAIMS, AND (IV) GRANTING RELATED RELIEF

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Jack Cooper Ventures, Inc. (0805); Jack Cooper Diversified, LLC (9414); Jack Cooper Enterprises, Inc. (3001); Jack Cooper Holdings Corp. (2446); Jack Cooper Transport Company, Inc. (3030); Auto Handling Corporation (4011); CTEMS, LLC (7725); Jack Cooper Logistics, LLC (3433); Auto & Boat Relocation Services, LLC (9095); Axis Logistic Services, Inc. (2904); Jack Cooper CT Services, Inc. (3523); Jack Cooper Rail and Shuttle, Inc. (7801); Jack Cooper Investments, Inc. (6894); North American Auto Transportation Corp. (8293); Jack Cooper Transport Canada Inc. (8666); Jack Cooper Canada GP 1 Inc. (7030); Jack Cooper Canada GP 2 Inc. (2373); Jack Cooper Canada 1 Limited Partnership (3439); and Jack Cooper Canada 2 Limited Partnership (7839). The location of the Debtors' corporate headquarters and service address is: 630 Kennesaw Due West Road NW, Kennesaw, Georgia 30152.

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Interim Order”) (a) authorizing, but not directing, the Debtors to (i) continue using their Cash Management System and (ii) maintain their Bank Accounts and Business Forms, (b) authorizing, but not directing, the Debtors to continue engaging in the Intercompany Transactions, (c) granting administrative expense priority status to Intercompany Claims, and (d) granting related relief; all as more fully set forth in the Motion; and upon the First Day Declaration, and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors provided adequate notice of the Motion and the opportunity for a hearing under the circumstances; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the “Hearing”); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis as set forth herein.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.

2. The final hearing on the Motion shall be held on August 27, 2019, at 10:00 a.m., prevailing Eastern Time. Any objection to entry of the Final Order attached as **Exhibit B** to the Motion must be filed with the Court and served on the following parties: (i) Jack Cooper Ventures, Inc., 630 Kennesaw Due West Road, Kennesaw, Georgia 30152, Attn.: Theo Ciupitu and Taejin Kim; (ii) counsel to the Debtors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn.: Kelley A. Cornish and Brian S. Hermann and King & Spalding LLP, 1180 Peachtree Street NE, Atlanta, Georgia 30309, Attn.: Sarah R. Borders, Leia Clement Shermohammed, and Britney Baker; (iii) the Office of the United States Trustee for the Northern District of Georgia; (iv) counsel to the Debtors' prepetition secured revolving lenders, Buchalter, P.C., 1000 Wilshire Blvd., 15th Floor, Los Angeles, California 90017, Attn.: Robert J. Davidson and Julian Gurule; (v) counsel to the Debtors' prepetition first lien term loan lenders, Schulte Roth & Zabel LLP, 919 Third Avenue, New York, New York 10022, Attn.: Adam Harris; (vi) counsel to the Debtors' prepetition junior lien term loan lenders, Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn.: Marc Kieselstein and Alexandra Schwarzman; (vii) counsel to the official committee of unsecured creditors (if any) appointed in these chapter 11 cases; and (viii) any party that has requested notice pursuant to Bankruptcy Rule 2002, in each case to allow actual receipt by no later than 4:00 p.m. (prevailing Eastern time) on August 20, 2019.

3. Subject to the limitations of this Interim Order, the Debtors are authorized but not directed to: (a) continue using the Cash Management System and honor any prepetition obligations related to the use thereof, (b) designate, maintain, close, and continue to use on an interim basis any or all of their existing Bank Accounts, including, but not limited to, the Bank

Accounts identified on Schedule 1 hereto, in the names and with the account numbers existing immediately before the Petition Date, (c) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, ACH transfers, and other debits, (d) treat their prepetition Bank Accounts for all purposes as debtor in possession accounts, and (e) open new debtor in possession bank accounts; *provided* that the opening of any bank account shall be in accordance with the terms of the Debtors' postpetition financing facility (the "DIP Facility") and the terms of the DIP Order (defined below).

4. The Debtors are authorized, but not directed, to continue using, in their present form, the Business Forms as well as checks and other documents related to the Bank Accounts existing immediately before the Petition Date; *provided* that once the existing Business Forms have been used, the Debtors shall, during the pendency of these chapter 11 cases, reorder new Business Forms that include a stamp to reference the Debtors' status as debtors in possession.

5. Except as otherwise provided in this Interim Order and only to the extent sufficient funds are available in each applicable Bank Account, all Banks at which the Bank Accounts are maintained are directed to continue to service and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course, and to receive, process, honor, and pay any and all checks, drafts, wire transfers, and ACH transfers issued, whether before or after the Petition Date, and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be; *provided* that the Debtors will instruct the Banks as to which checks, drafts, wire transfers (excluding any wire transfers that the Banks are obligated to settle), or other items presented, issued, or drawn, shall not be honored.

6. Except for those checks, drafts, wires, or other ACH transfers that are authorized or required to be honored under an order of the Court, no Debtor shall instruct or request any Bank to pay or honor any check, draft, or other payment item issued on a Bank Account prior to the Petition Date but presented to such Bank for payment after the Petition Date.

7. As soon as practicable after entry of this Interim Order, the Debtors shall serve a copy of this Interim Order on the Banks.

8. The requirement to establish separate accounts for tax payments is hereby waived.

9. The Debtors are authorized, but not directed to: (a) pay undisputed prepetition amounts outstanding as of the Petition Date, if any, owed in the ordinary course to the Banks as service charges for the maintenance of the Cash Management System and (b) reimburse the Banks for any claims arising before or after the Petition Date in connection with customer checks deposited with the Banks that have been dishonored or returned as a result of insufficient funds in the Bank Accounts in the ordinary course of business, to the same extent the Debtors were responsible for such items prior to the Petition Date.

10. The Debtors are authorized, but not directed, to enter into, engage in and perform under the Intercompany Transactions in the ordinary course of business and in compliance with past practices by and amongst the Debtors. The Debtors shall (a) continue to track Intercompany Transactions electronically through their accounting system in accordance with their prepetition practices and (b) provide reasonable access to such records and procedures to the U.S. Trustee and any official committee appointed in these chapter 11 cases.

11. Notwithstanding anything to the contrary contained herein, this Interim Order shall be without prejudice to the rights of the Debtors and all other parties in interest to request

that any modification made to the relief granted in respect of the Intercompany Transactions in the Final Order (including, but not limited to, the granting of additional protections) apply retroactively to the Petition Date, and all such rights shall be preserved in all respects.

12. All allowed Intercompany Claims against a Debtor by another Debtor arising after the Petition Date shall be accorded administrative expense status in accordance with sections 503(b) and 507(a)(2) of the Bankruptcy Code.

13. The Debtors are authorized, but not directed, to setoff mutual postpetition obligations relating to intercompany receivables and payables through the Cash Management System.

14. Subject to applicable bankruptcy or other law, those certain deposit agreements existing between the Debtors and the Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Banks and, subject to applicable bankruptcy or other law, all of the provisions of such agreements, including the termination, fee provisions, rights, benefits, offset rights and remedies afforded under such agreements shall remain in full force and effect absent further order of the Court or, with respect to any such agreement with any Bank, unless the Debtors and such Bank agree otherwise.

15. Except as otherwise set forth herein, the Debtors and the Banks may, without further order of the Court, agree and implement changes to the Cash Management System and procedures in the ordinary course of business, including the opening and closing of Bank Accounts as set forth in paragraph 3 hereof and to facilitate and effectuate the terms of the DIP Facility and the use of cash collateral upon entry of the DIP Orders.

16. Subject to paragraph 3 of this Interim Order, the Debtors are authorized to open new bank accounts so long as any such new account is with a bank that is (i) insured with the FDIC or the CDIC and (ii) designated as an authorized depository for Region 21 of the U.S. Trustee; *provided, further* that all accounts opened by any of the Debtors on or after the Petition Date at any Bank shall, for purposes of this Interim Order, be deemed a Bank Account as if it had been listed on Schedule 1 hereof.

17. The Banks are authorized to debit the Debtors' accounts in the ordinary course of business and without further order of the Court on account of all checks drawn on the Debtors' accounts that were cashed at the Banks' counters or exchanged for cashier's or official checks by the payees thereof prior to the Petition Date.

18. Notwithstanding any other provision of this Interim Order, should a Bank honor a prepetition check or other item drawn on any account that is the subject of this Interim Order (a) at the direction of the Debtors to honor such prepetition check or item, (b) in a good faith belief that the Court has authorized such prepetition check or item to be honored, or (c) as the result of an innocent mistake made despite implementation of customary item handling procedures, the Bank shall not be deemed to be nor shall be liable to the Debtors or their estates or otherwise be in violation of this Interim Order.

19. Nothing contained herein shall prevent the Debtors from closing any Bank Accounts as they may deem necessary and appropriate, and, to the extent consistent with any orders of this Court relating thereto, any relevant Bank is authorized to honor the Debtors' requests to close such Bank Accounts.

20. Except as otherwise provided in this Interim Order, the Banks are authorized to charge, and the Debtors are authorized to pay, honor, or allow prepetition and postpetition fees, costs, charges, and expenses, including the Bank Fees, and charge back returned items to the Bank Accounts in the ordinary course.

21. Notwithstanding entry of this Interim Order, nothing herein shall create, or is intended to create, any rights in favor of or enhance the status of any claim held by any party.

22. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, and subject to the administrative status afforded pursuant to paragraph 12 of this Interim Order, nothing contained in the Motion or this Interim Order or any payment made pursuant to this Interim Order shall constitute, nor is it intended to constitute: (i) an admission as to the validity or priority of any claim or lien (or the priority thereof) against the Debtors, (ii) a waiver of the Debtors' or any party in interest's rights to subsequently dispute and/or contest such claim or lien on any grounds, (iii) a promise or requirement to pay any claim, (iv) an implication or admission that any particular claim is of a type specified or defined in this Interim Order or the Motion, (v) a request or authorization to assume or adopt any agreement, contract, or lease under section 365 of the Bankruptcy Code or (vi) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or applicable law.

23. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

24. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a), the Bankruptcy Local Rules for the Northern District of Georgia, and the Complex Case Procedures are satisfied by such notice.

25. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

26. Notwithstanding anything to the contrary in this Interim Order, any payment made (or to be made) and any authorization contained in this Interim Order shall be subject to the terms, conditions, limitations, and requirements of the *Interim Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 503, and 507 (I) Authorizing the Debtors to Obtain Senior and Junior Secured Priming Superpriority Postpetition Financing; (II) Granting (A) Liens and Superpriority Administrative Expense Claims and (B) Adequate Protection to Certain Prepetition Lenders; (III) Authorizing the Use of Cash Collateral; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief* or any other order entered in these chapter 11 cases authorizing the use of cash collateral (collectively, and together with any approved budget (including any permitted variances) in connection therewith, the “DIP Order”), and to the extent there is any inconsistency between the terms of the DIP Order and any action taken or proposed to be taken under this Interim Order, the terms of the DIP Order (together with any approved budget (including any permitted variances) in connection therewith) shall control.

27. All time periods set forth in this Interim Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

28. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

29. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

END OF ORDER

Prepared and presented by:

/s/ Sarah R. Borders

Sarah R. Borders

Georgia Bar No. 610649

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Proposed Counsel for the Debtors in Possession

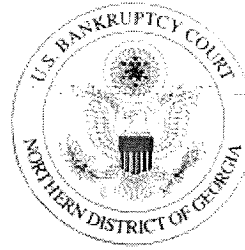
Schedule 1

Debtors' Bank Accounts

DEBTORS' BANK ACCOUNT LIST

ENTITY	ACCOUNT NUMBER (ENDING)	BANK
JACK COOPER TRANSPORT COMPANY, INC.	5975	WELLS FARGO
JACK COOPER TRANSPORT COMPANY, INC.	7106	WELLS FARGO
JACK COOPER TRANSPORT COMPANY, INC.	7205	WELLS FARGO
JACK COOPER TRANSPORT COMPANY, INC.	6849	WELLS FARGO
JACK COOPER TRANSPORT COMPANY, INC.	7100	WELLS FARGO
AUTO HANDLING CORPORATION	6868	WELLS FARGO
NORTH AMERICAN AUTO TRANSPORTATION CORP.	7894	WELLS FARGO
NORTH AMERICAN AUTO TRANSPORTATION CORP.	7886	WELLS FARGO
NORTH AMERICAN AUTO TRANSPORTATION CORP.	9847	WELLS FARGO
NORTH AMERICAN AUTO TRANSPORTATION CORP.	6523	WELLS FARGO
NORTH AMERICAN AUTO TRANSPORTATION CORP.	7832	WELLS FARGO
JACK COOPER LOGISTICS, LLC	2064	WELLS FARGO
JACK COOPER LOGISTICS, LLC	2072	WELLS FARGO
JACK COOPER LOGISTICS, LLC	0488	WELLS FARGO
JACK COOPER RAIL AND SHUTTLE, INC.	5772	WELLS FARGO
JACK COOPER RAIL AND SHUTTLE, INC.	5764	WELLS FARGO
AXIS LOGISTIC SERVICES, INC.	4710	WELLS FARGO
AXIS LOGISTIC SERVICES, INC.	6030	WELLS FARGO
AXIS LOGISTIC SERVICES, INC.	6155	WELLS FARGO
JACK COOPER CT SERVICES, INC.	6055	WELLS FARGO
JACK COOPER CT SERVICES, INC.	6048	WELLS FARGO
JACK COOPER CT SERVICES, INC.	4714	WELLA FARGO
JACK COOPER ENTERPRISES, INC.	6612	WELLS FARGO
JACK COOPER ENTERPRISES, INC.	6620	WELLS FARGO
JACK COOPER TRANSPORT CANADA INC.	2474	WELLS FARGO
JACK COOPER TRANSPORT CANADA INC.	0326	WELLS FARGO
JACK COOPER TRANSPORT CANADA INC.	9714	SCOTIABANK
JACK COOPER TRANSPORT CANADA INC.	9911	SCOTIABANK
JACK COOPER TRANSPORT CANADA INC.	349C	SCOTIABANK
AUTO & BOAT RELOCATION SERVICES, LLC	6652	TD BANK
CTEMS, LLC	4874	BANK OF AMERICA
CTEMS, LLC	2212	BANK OF AMERICA
CTEMS, LLC	2596	BANK OF AMERICA

SCHEDULE D - INTERIM CRITICAL VENDORS ORDER



IT IS ORDERED as set forth below:

Date: August 8, 2019

Paul W. Bonapfel
U.S. Bankruptcy Court Judge

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

In re:)	
	)	Chapter 11
JACK COOPER VENTURES, INC., <i>et al.</i> , ¹)	
	)	Case No. 19-62393 (PWB)
Debtors.)	
	)	(Jointly Administered)

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS
TO PAY CERTAIN PREPETITION CLAIMS OF CRITICAL VENDORS
AND FOREIGN VENDORS, AND (II) GRANTING CERTAIN RELATED RELIEF**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Jack Cooper Ventures, Inc. (0805); Jack Cooper Diversified, LLC (9414); Jack Cooper Enterprises, Inc. (3001); Jack Cooper Holdings Corp. (2446); Jack Cooper Transport Company, Inc. (3030); Pacific Motor Trucking Company (7203); Auto Handling Corporation (4011); Jack Cooper Specialized Transport, Inc. (8881); CTEMS, LLC (7725); Jack Cooper Logistics, LLC (3433); Auto & Boat Relocation Services, LLC (9095); CarPilot, Inc. (3033); Axis Logistic Services, Inc. (2904); Jack Cooper CT Services, Inc. (3523); Jack Cooper Rail and Shuttle, Inc. (7801); Jack Cooper Investments, Inc. (6894); North American Auto Transportation Corp. (8293); Jack Cooper Transport Canada Inc. (8666); Jack Cooper Canada GP 1 Inc. (7030); Jack Cooper Canada GP 2 Inc. (2373); Jack Cooper Canada 1 Limited Partnership (3439); and Jack Cooper Canada 2 Limited Partnership (7839). The location of the Debtors' corporate headquarters and service address is: 630 Kennesaw Due West Road NW, Kennesaw, Georgia 30152.

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Interim Order”), (a) authorizing, but not directing, the Debtors, in their discretion, to pay certain Critical Vendor Claims, Foreign Vendor Claims and Logistical Claims, (b) setting a final hearing related thereto, and (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the “Hearing”); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis as set forth herein.

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

2. The final hearing on the Motion shall be held on August 27, 2019, at 10:00 a.m., prevailing Eastern Time. Any objection to entry of the Final Order attached as **Exhibit B** to the Motion must be filed with the Court and served on the following parties: (i) Jack Cooper Ventures, Inc., 630 Kennesaw Due West Road, Kennesaw, Georgia 30152, Attn.: Theo Ciupitu and Taejin Kim; (ii) counsel to the Debtors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn.: Kelley A. Cornish and Brian S. Hermann and King & Spalding LLP, 1180 Peachtree Street NE, Atlanta, Georgia 30309, Attn.: Sarah R. Borders, Leia Clement Shermohammed, and Britney Baker; (iii) the Office of the United States Trustee for the Northern District of Georgia; (iv) counsel to the Debtors' prepetition secured revolving lenders, Buchalter, P.C., 1000 Wilshire Blvd., 15th Floor, Los Angeles, California 90017, Attn.: Robert J. Davidson and Julian Gurule; (v) counsel to the Debtors' prepetition first lien term loan lenders, Schulte Roth & Zabel LLP, 919 Third Avenue, New York, New York 10022, Attn.: Adam Harris; (vi) counsel to the Debtors' prepetition junior lien term loan lenders, Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn.: Marc Kieselstein and Alexandra Schwarzman; (vii) counsel to the official committee of unsecured creditors (if any) appointed in these chapter 11 cases; and (viii) any party that has requested notice pursuant to Bankruptcy Rule 2002, in each case to allow actual receipt by no later than 4:00 p.m. (prevailing Eastern time) on August 20, 2019.

3. The Debtors are authorized, but not directed, to pay the Critical Vendor Claims, Foreign Vendor Claims and Logistics Claims, subject to the Vendor Claims Cap.

4. All undisputed obligations related to the Outstanding Orders are granted administrative expense priority in accordance with section 503(b)(1)(A) of the Bankruptcy Code.

5. Nothing herein or in the Motion shall be construed to limit, or in any way affect, the Debtors' or any other party-in-interest's ability to dispute or contest the amount of, or basis for, any claims (or the priority thereof) against the Debtors' arising in connection with the Outstanding Orders.

6. The Debtors are authorized, but not directed, in their discretion, to use commercially reasonable efforts, in consultation with the Junior Term Loan Lenders, to condition the payment of a Critical Vendor Claims, Foreign Vendor Claims and Logistics Claims on the agreement of the applicable Vendor to continue supplying goods and services to the Debtors on the Customary Trade Terms, or such other trade terms as are agreed to by the Debtors and the applicable Vendor.

7. The Debtors are authorized, but not directed, in their discretion, to enter into Trade Agreements with Vendors, including, without limitation, on the following terms:

- a. The amount of the Vendor's estimated prepetition claim, after accounting for any setoffs, other credits and discounts thereto, shall be as mutually determined in good faith by the Vendor and the Debtors (but such amount shall be used only for purposes of this Interim Order and shall not be deemed a claim allowed by this Court, and the rights of all parties in interest to object to such claim shall be fully preserved until further order of this Court);
- b. The amount and timing of any payment agreed to be paid in satisfaction of such estimated prepetition claim by the Debtors, subject to the terms and conditions as set forth in this Interim Order;
- c. The Vendor's agreement to provide goods and services to the Debtors based upon the Customary Trade Terms (including, but not limited to, credit limits, pricing, cash discounts, timing of payments, allowances, rebates, normal product mix and availability and other applicable terms and programs), or such other trade terms as are agreed to by the Debtors and the Vendor, and the Debtors' agreement to pay the Vendor in accordance with such terms, and the Vendor's agreement not to seek to discontinue, terminate, or modify any contractual agreement with the Debtors;

- d. The Vendor's agreement not to file or otherwise assert against any of the Debtors, their estates or any of their respective assets or property (real or personal) any lien (a "Lien") (regardless of the statute or other legal authority upon which such Lien is asserted) related in any way to any remaining prepetition amounts allegedly owed to the Vendor by the Debtors arising from goods and services provided to the Debtors prior to the Petition Date, and that, to the extent that the Vendor has previously obtained such a Lien, the Vendor shall immediately take all necessary actions to release such Lien;
- e. The Vendor's acknowledgment that it has reviewed the terms and provisions of this Interim Order and consents to be bound thereby;
- f. The Vendor's agreement that it will not separately assert or otherwise seek payment of any reclamation claims; and
- g. If a Vendor which has received payment of a prepetition claim subsequently refuses to provide goods and services to the Debtors on Customary Trade Terms or such other trade terms as are agreed to by the Debtors and the Vendor, then, without the need for any further order of this Court, any payments received by the Vendor on account of such prepetition claim shall be deemed to have been in payment of any then outstanding postpetition obligations owed to such Vendor, and such Vendor shall immediately repay to the Debtors any payments received on account of its prepetition claim to the extent that the aggregate amount of such payments exceed the postpetition obligations then outstanding to such Vendor, without the right of setoff, recoupment or reclamation, and the Vendor's prepetition claim shall be reinstated as a prepetition claim in these chapter 11 cases and subject to the terms of any bar date order entered in these chapter 11 cases.

8. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

9. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored

as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any Critical Vendor Claims, Foreign Vendor Claims or Logistics Claims.

10. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained in the Motion or this Interim Order or any payment made pursuant to this Interim Order shall constitute, nor is it intended to constitute, (a) an admission as to the validity or priority of any claim or lien against the Debtors, (b) a waiver of the Debtors' or any party in interest's rights to subsequently dispute and/or contest such claim or lien, (c) the assumption or adoption of any agreement, contract, or lease under section 365 of the Bankruptcy Code, or (d) a grant of third-party beneficiary status or bestowal of any additional rights on any third party.

11. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

12. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a), the Bankruptcy Local Rules for the Northern District of Georgia and the Complex Case Procedures are satisfied by such notice.

13. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

14. Notwithstanding anything to the contrary in this Interim Order, any payment made (or to be made) and any authorization contained in this Interim Order shall be subject to the terms, conditions, limitations, and requirements of the *Interim Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 503, and 507 (I) Authorizing the Debtors to Obtain Senior and Junior Secured Priming Superpriority Postpetition Financing; (II) Granting (A) Liens and Superpriority Administrative Expense Claims and (B) Adequate Protection to Certain Prepetition Lenders; (III) Authorizing the Use of Cash Collateral; (IV) Modifying the Automatic Stay; (V) Scheduling*

a Final Hearing; and (VI) Granting Related Relief, or any other order entered in these chapter 11 cases authorizing the use of cash collateral (collectively, and together with any approved budget (including any permitted variances) in connection therewith, the “DIP Order”), and to the extent there is any inconsistency between the terms of the DIP Order and any action taken or proposed to be taken under this Interim Order, the terms of the DIP Order (together with any approved budget (including any permitted variances) in connection therewith) shall control.

15. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

16. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

END OF ORDER

Prepared and presented by:

/s/ Sarah R. Borders

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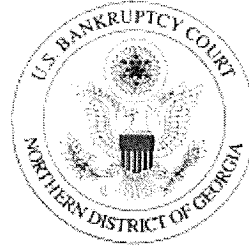
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Proposed Counsel for the Debtors in Possession

SCHEDULE E - INTERIM DIP ORDER



IT IS ORDERED as set forth below:

Date: August 8, 2019

Paul W. Bonapfel
U.S. Bankruptcy Court Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

In re:	)	Chapter 11
JACK COOPER VENTURES, INC., <i>et al.</i> , ¹	)	Case No. 19-62393 (PWB)
Debtors.	)	(Joint Administration Requested)

**INTERIM ORDER PURSUANT TO
11 U.S.C. §§ 105, 361, 362, 363, 364, 503, AND 507
(I) AUTHORIZING THE DEBTORS TO OBTAIN SENIOR
AND JUNIOR SECURED SUPERPRIORITY POSTPETITION
FINANCING; (II) GRANTING (A) LIENS AND SUPERPRIORITY
ADMINISTRATIVE EXPENSE CLAIMS AND (B) ADEQUATE PROTECTION
TO CERTAIN PREPETITION LENDERS; (III) AUTHORIZING USE OF CASH
COLLATERAL; (IV) MODIFYING THE AUTOMATIC STAY; (V) SCHEDULING
A FINAL HEARING; AND (VI) GRANTING RELATED RELIEF**

¹ The Debtors in these chapter 11 cases (the "Chapter 11 Cases"), along with the last four digits of each Debtor's federal tax identification number, include: Jack Cooper Ventures, Inc. (0805); Jack Cooper Diversified, LLC (9414); Jack Cooper Enterprises, Inc. (3001); Jack Cooper Holdings Corp. (2446); Jack Cooper Transport Company, Inc. (3030); Auto Handling Corporation (4011); CTEMS, LLC (7725); Jack Cooper Logistics, LLC (3433); Auto & Boat Relocation Services, LLC (9095); Axis Logistic Services, Inc. (2904); Jack Cooper CT Services, Inc. (3523); Jack Cooper Rail and Shuttle, Inc. (7801); Jack Cooper Investments, Inc. (6894); North American Auto Transportation Corp. (8293); Jack Cooper Transport Canada, Inc. (8666); Jack Cooper Canada GP 1 Inc. (7030); Jack Cooper Canada GP 2 Inc. (2373); Jack Cooper Canada 1 Limited Partnership (3439); and Jack Cooper Canada 2 Limited Partnership (7839). The location of the Debtors' corporate headquarters and service address is: 630 Kennesaw Due West Road NW, Kennesaw, Georgia 30152.

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) pursuant to sections 105, 361, 362, 363, 364(c)(1), 364(c)(2) and 364(c)(3), 364(d), 364(e), and 507 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002, 4001, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (as amended, the “Bankruptcy Rules”), and Rules 7007-1, 9013-1, 9013-4, and 9014-2 of the Local Bankruptcy Rules (the “Local Rules”) for the United States Bankruptcy Court for the Northern District of Georgia (this “Court”), and the Procedures for Complex Chapter 11 Bankruptcy Cases (the “Complex Case Procedures”) promulgated by the Court, *inter alia*, requesting, among other things:

(1) authorization for the Borrowers (as defined in the respective DIP Credit Agreements (as defined below)) to obtain postpetition financing pursuant to the DIP Facilities (as defined below), and for each of the Guarantors (as defined in the respective DIP Credit Agreements) to guarantee unconditionally on a joint and several basis, and subject to the terms and limitations set forth in the DIP Credit Agreements in all respects, the applicable Borrowers’ obligations under the respective DIP Facilities, consisting of:

- a) a senior secured super-priority asset-based revolving credit facility (the “Revolver Facility”), including Canadian Revolver Commitments for Canadian Borrowers (as defined in the Revolver DIP Agreement referred to below) (the “Canadian DIP Sub-Facility”), on the terms and conditions substantially in the form annexed to the Motion as **Exhibit A** (as the same may be amended, restated, amended and restated, supplemented, waived, extended or otherwise modified from time to time, the “Revolver DIP Agreement,” and, together with any other related agreements, documents, security agreements, or pledge agreements, including the Interim Order and Final Order (each as defined below), collectively, the “Revolver DIP Documents”), by and among the Borrowers (as defined in the Revolver DIP Documents), the Guarantors (as defined in the Revolver DIP Documents), Wells Fargo Capital Finance, LLC (“Wells”) as administrative agent (in such capacity, the “Revolver Administrative Agent”), and the lenders from time to time party thereto (in

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

such capacity, the “Revolver Lenders” and, together with the Revolver Administrative Agent, the “Revolver Secured Parties”), in an aggregate principal amount (subject to availability) of (i) up to (x) \$85 million in revolving commitments available for borrowing by the U.S. Borrowers (as defined in the Revolver DIP Agreement, and, such commitments, the “U.S. Revolving Commitments”) (of which up to \$5 million shall be available for the issuance of U.S. letters of credit) minus (y) outstanding loans under the Canadian Revolving Commitments (as defined below) (the “Canadian Revolving Loans”), and (ii) up to \$5 million in revolving commitments available for borrowing by the Canadian Borrowers (such commitments, the “Canadian Revolving Commitments” and, together with the U.S. Revolving Commitments, the “Revolving Commitments,” and the loans outstanding under any of the Revolving Commitments from time to time, collectively, the “Revolving Loans”) (of which up to \$500,000 shall be available for the issuance of Canadian letters of credit); and

- b) a junior secured super-priority multi-draw term loan credit facility (the “DIP Term Loan Facility,” and, together with the Revolver Facility, collectively, the “DIP Facilities”), on the terms and conditions substantially in the form annexed to the Motion as **Exhibit B** (as the same may be amended, restated, amended and restated, supplemented, waived, extended, or otherwise modified from time to time, the “DIP Term Loan Agreement,” and, together with the Revolver DIP Agreement, collectively, the “DIP Credit Agreements” and the DIP Term Loan Agreement, together with any other related agreements, documents, security agreements, or pledge agreements, including the Interim Order and the Final Order, collectively, the “DIP Term Documents,” and the DIP Term Documents, together with the Revolver DIP Documents, the “DIP Loan Documents”), by and among the Borrowers (as defined in the DIP Term Loan Agreement), the Guarantors (as defined in the DIP Term Loan Agreement), Wilmington Trust, National Association (“Wilmington”), as administrative agent (in such capacity, the “DIP Term Administrative Agent,” and, together with the Revolver Administrative Agent, the “DIP Agents”), and the lenders party thereto from time to time (the “DIP Term Lenders,” and, together with the DIP Term Administrative Agent, the “DIP Term Secured Parties,” and the DIP Term Lenders, together with the Revolver Lenders, the “DIP Lenders,” and the DIP Lenders, together with the DIP Agents, collectively, the “DIP Secured Parties”), in an aggregate principal amount of \$15 million in term loan commitments (the “DIP Term Loan Commitment,” and, together with the DIP Revolving Commitments, the “DIP Commitments”) which shall be available as term loans (the “DIP Term Loans,” and, together with the Revolving Loans, the “DIP Loans”) to the U.S. Borrowers (as defined in the DIP Term Loan Agreement) upon entry of this interim order (the “Interim Order”) and satisfaction of the other conditions set forth therein in an initial amount not to exceed \$7 million (the “Initial DIP Term Loan”) with up to an additional \$3 million available prior to entry of the Final Order, and the remainder of the DIP Term Loan Facility available upon entry of the Final Order to the extent set forth therein.

(2) authorization for Debtors to execute, deliver, and enter into the DIP Loan Documents, including the Amended and Restated Intercreditor Agreement, by and among Wells, in its capacity as Prepetition ABL Agent (as defined below) and Revolver Administrative Agent, the Prepetition Term Loan Agents (as defined below), and the DIP Term Administrative Agent (the “DIP Intercreditor Agreement”), and to perform all of the Debtors’ respective obligations thereunder, and such other and further acts as may be required in connection with the DIP Loan Documents;

(3) authorization for the Debtors to pay all amounts, obligations, and liabilities owing or payable to the DIP Secured Parties pursuant to the DIP Loan Documents, including, without limitation, any principal, interest, fees, commitment fees, administrative agent fees, audit fees, closing fees, service fees, facility fees, or other fees, costs, expenses, charges, and disbursements of the respective DIP Secured Parties (including the reasonable and documented fees and expenses of each of the DIP Secured Parties’ attorneys, advisors, accountants and other consultants), any obligations in respect of indemnity claims, whether contingent or absolute, including, without limitation, any and all obligations in connection with any interest rate, currency swap, or other hedging agreement or arrangement, in each case, to the extent constituting all Debtor and/or Guarantor obligations of any kind under the DIP Loan Documents (such obligations as to the Revolver Facility, the “Revolver Obligations,” and such obligations as to the DIP Term Loan Facility, the “DIP Term Loan Obligations,” and, collectively, the “DIP Obligations”);

(4) authorization for the Debtors, immediately upon entry of this Interim Order, to use proceeds of the DIP Facilities (collectively the “DIP Loan Proceeds”) as expressly provided in the DIP Loan Documents and solely in accordance with this Interim Order and the applicable

Approved Budget (as defined below) (subject to permitted variances and other exclusions set forth in the DIP Loan Documents) to: (A) pay costs, premiums, fees, and expenses related to the above-captioned cases (collectively, the “Cases”) and in connection with the DIP Facilities; (B) to immediately use borrowings under the Revolver Facility to fully and indefeasibly repay the Prepetition ABL Obligations; (C) make permitted adequate protection payments in respect of the Prepetition Obligations (as defined below) as provided for in this Interim Order and the DIP Loan Documents; and (D) provide financing for working capital and for other general corporate purposes of the Debtors in accordance with the Approved Budget (subject to permitted variances and other exclusions set forth in the DIP Loan Documents);

(5) the grant and approval of superpriority administrative expense claim status, pursuant to sections 364(c)(1), 503(b)(1), and 507(b) of the Bankruptcy Code, to the DIP Agents, for the benefit of themselves and the other DIP Secured Parties, in respect of all DIP Obligations, subject only to the Carve Out (as defined below);

(6) granting the DIP Secured Parties valid, enforceable, non-avoidable, automatically and fully perfected DIP Liens (as defined below) in all DIP Collateral (as defined below), including, without limitation, all property constituting Prepetition Collateral (as defined below), including, without limitation, any Cash Collateral (as that term is defined in section 363(a) of the Bankruptcy Code and defined below), to secure the DIP Obligations, which DIP Liens shall be subject to the relative rankings and priorities set forth herein;

(7) authorization for the Debtors to use, among other things, solely in accordance with the Approved Budget (subject to permitted variances and other exclusions set forth in the DIP Loan Documents), any Cash Collateral in which any of the Prepetition Secured Parties (as defined below), including, for the avoidance of doubt, the Prepetition First Lien Secured Parties

(as defined below), may have an interest, and the granting of adequate protection solely to the extent of any postpetition diminution in the value of their respective interests in the Prepetition Collateral, including without limitation, the Cash Collateral, as a result of (i) the incurrence of the DIP Obligations, (ii) the Debtors' use of Cash Collateral as set forth in this Interim Order, (iii) the subordination of the Prepetition Secured Obligations to the Carve Out, (iv) any other diminution in value of the Prepetition Collateral arising from the Debtors' use, sale, or disposition of such Prepetition Collateral or the proceeds thereof, (v) the priming of the Prepetition Term Loan Liens by the Revolver DIP Liens on the Prepetition ABL Priority Collateral, and (vi) the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code (collectively, "Diminution in Value");

(8) the modification of the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of this Interim Order and the other DIP Loan Documents to the extent hereinafter set forth;

(9) a waiver of the Debtors' ability to surcharge pursuant to section 506(c) of the Bankruptcy Code against any DIP Collateral and, subject to entry of a final order granting the relief requested in the Motion on a final basis (the "Final Order"), the Prepetition Collateral, and any right of the Debtors under the "equities of the case" exception in section 552(b) of the Bankruptcy Code;

(10) this Court's waiver of any applicable stay (including under Bankruptcy Rule 6004) and providing for immediate effectiveness of this Interim Order;

(11) the scheduling of a final hearing on the Motion (the "Final Hearing") to consider entry of the Final Order granting the relief requested in the Motion on a final basis, and approving the form of notice with respect to the Final Hearing; and

(12) granting the Debtors such other and further relief as is just and proper.

The initial hearing on the Motion having been held by this Court on August 8, 2019 (the “Interim Hearing”), and upon the record made by the Debtors at the Interim Hearing, including the Motion and the Dunayer Declaration; any exhibits in connection with the foregoing, and the filings and pleadings in these Cases, the Court having found that the interim relief requested in the Motion is fair and reasonable and is in the best interests of the Debtors, the Debtors’ bankruptcy estates (as defined under section 541 of the Bankruptcy Code, the “Estates”), their stakeholders and other parties in interest, and represents a sound exercise of the Debtors’ business judgment and is essential for the continued operation of the Debtors’ businesses; it appearing to the Court that granting the interim relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their Estates pending the Final Hearing; and appropriate and adequate notice of the Motion, the interim relief requested therein, and the Interim Hearing (the “Notice”) having been given under the circumstances; and the Notice having been served by the Debtors in accordance with Bankruptcy Rules 4001 and 9014 and the Local Rules on: (a) the United States Trustee for the Northern District of Georgia (the “U.S. Trustee”); (b) the entities listed as holding the 30 largest unsecured claims against the Debtors (on a consolidated basis) (the “30 Largest Unsecured Creditors”); (c) the agents for each of the Debtors’ prepetition secured credit facilities (the “Prepetition Agents”); (d) the Prepetition Secured Parties (as defined below); (e) the DIP Agents; (f) the respective counsel to each of the parties referenced in clauses (c) through (e); (g) the United States Attorney’s Office for the Northern District of Georgia; (h) the Internal Revenue Service; (i) the United States Securities and Exchange Commission; (j) the Environmental Protection Agency and all similar state environmental agencies for states in which the Debtors conduct business; (k) the attorneys

general in the states where the Debtors conduct their business operations; (l) any other notice parties required under any Prepetition Loan Document; (m) all parties which, to the best of the Debtors' knowledge, information, and belief, have asserted or may assert a lien in the Debtors' assets; and (n) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties"); and the opportunity for an interim hearing on the Motion was appropriate in connection with the Motion and no other notice need be provided; and all objections, if any, to the relief requested in the Motion having been withdrawn, resolved, or overruled by the Court; and after due deliberation sufficient cause appearing therefor;

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:³

A. Petition Date. On August 6, 2019 (the "Petition Date"), each Debtor filed a voluntary petition (each, a "Petition") under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No chapter 11 trustee or examiner has been appointed in any of the Cases.

B. Jurisdiction and Venue. This Court has jurisdiction over these proceedings pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory and legal predicates for the relief sought herein are sections 105, 361, 362, 363, 364, 503 and 507 of the Bankruptcy Code and Bankruptcy Rules 2002, 4001, 9013 and 9014 and Local Rules 7007-1, 9013-1, 9013-4, and 9014-2.

³ The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. Committee Formation. As of the date hereof, no official committee of unsecured creditors under section 1102 of the Bankruptcy Code (the “Committee”) or any other statutory committee has been appointed in the Cases.

D. Notice. The Notice was given in the manner described in the Motion. Under the circumstances, the Notice given by the Debtors of the Motion, the Interim Hearing, and the relief granted under this Interim Order constitutes due and sufficient notice thereof and complies with Bankruptcy Rule 4001 and the Local Rules.

E. Parties’ Acknowledgments, Agreements, and Stipulations. In requesting the DIP Facilities and use of Cash Collateral, and in exchange for and as a material inducement to the DIP Lenders and the Prepetition Secured Parties to agree to provide, or consent to, the DIP Facilities, access to the Cash Collateral, and subordination of the Prepetition Liens to the Carve Out and as a condition to providing financing under the DIP Facilities and consenting to the use of Cash Collateral, subject to the rights of the parties-in-interest (other than the Debtors) set forth in Section 4.1, the Debtors permanently and irrevocably admit, stipulate, acknowledge, and agree, as follows:

(i) Prepetition ABL Facility. Jack Cooper Holdings Corp. and certain of its affiliates designated therein, as borrowers, certain other parties designated as “Guarantors” thereto (such parties, collectively, the “Prepetition ABL Obligors”), the financial institutions from time to time party thereto (collectively, the “Prepetition ABL Lenders”), and Wells, as administrative agent (in such capacity, the “Prepetition ABL Agent” and, together with the Prepetition ABL Lenders, the “Prepetition ABL Secured Parties”), are parties to that certain Second Amended and Restated Credit Agreement, dated as of February 15, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the

“Prepetition ABL Credit Agreement,” and, together with all other agreements, documents, and instruments executed and/or delivered with, to or in favor of the Prepetition ABL Secured Parties, including, without limitation, all security agreements, notes, guarantees, mortgages, Uniform Commercial Code financing statements, documents, and instruments, including any fee letters, executed and/or delivered in connection therewith or related thereto, the “Prepetition Revolving Financing Documents”). The Prepetition ABL Credit Agreement provided the Prepetition ABL Obligors with an asset-based credit facility (the “Prepetition ABL Facility”) with \$85.0 million of maximum aggregate availability to the borrowers thereunder, including a \$5 million Canadian Revolver Commitment (the “Prepetition ABL Canadian Sub-Facility”), as applicable, subject to a domestic borrowing base and a Canadian borrowing base (and, in each case, as reduced by reserves), as set forth in the Prepetition ABL Credit Agreement. As of the Petition Date, approximately \$49,831,585.15 in principal was outstanding under the Prepetition ABL Facility in the form of “Revolving Loans” (as defined under the Prepetition ABL Credit Agreement), plus letters of credit in the approximate stated amount of approximately \$350,000, plus interest accrued and accruing at the rates set forth in the Prepetition ABL Credit Agreement (together with any other amounts outstanding under the Prepetition ABL Facility as provided in the Prepetition ABL Credit Agreement, including obligations in respect of cash management, cash collateral for letters of credit, purchase charge cards, purchase card services, fees, expenses, and indemnity, the “Prepetition ABL Obligations”). The Prepetition ABL Facility is secured by (a) first priority security interests in and liens on certain of the Debtors’ property, including (i) all accounts receivable (except to the extent such accounts receivable constitutes identifiable proceeds of Prepetition Term Loan Priority Collateral (as defined below)) (the “ABL A/R”), (ii) all inventory, (iii) instruments, chattel paper and other contracts, in each case, evidencing, or

substituted for the ABL A/R, (iv) guarantees, letters of credit, security and other enhancements, in each case for the ABL A/R, (v) claims and causes of actions (including commercial tort claims) relating to inventory or the ABL A/R, (vi) deposit accounts and security accounts not used exclusively to hold Prepetition Term Loan Priority Collateral (including all cash and other funds on deposit therein, except to the extent constituting identifiable proceeds of Prepetition Term Loan Priority Collateral), (vii) all tax refunds (other than tax refunds relating to Prepetition Term Loan Priority Collateral), (viii) all documents, books and records, accounting systems, general intangibles and supporting obligations related to any the foregoing (other than (A) intellectual property and (B) pledged stock), (ix) all books and records relating to any of the foregoing (including all books, databases, customer lists, and records, whether tangible or electronic, which contain any information relating to any of the foregoing), and (x) all substitutions, replacements, accessions, products, or proceeds of the foregoing (such property, whether now existing or hereafter arising or acquired, in clauses (i) through (x), collectively, the “Prepetition ABL Priority Collateral”); and (b) fourth priority security interests in and liens on certain of the Debtors’ property, including (i) pledged stock, subject to any relevant exclusions set forth in the Prepetition Revolving Financing Documents, (ii) certain real estate assets, including fixtures related thereto, (iii) equipment (including vehicles), (iv) intellectual property, (v) pledged debt instruments, (vi) all general intangibles, instruments, documents, chattel paper, letters-of-credit rights, books and records, and supporting obligations related to the foregoing and proceeds of the foregoing (except to the extent any of the foregoing constitute Prepetition ABL Priority Collateral or Excluded Collateral (as defined in the relevant Prepetition Documents (as defined below)); (vii) all other goods and assets not constituting Prepetition ABL Priority Collateral, whether tangible or intangible, (viii) all books and records relating to any of the

foregoing (including all books, databases, customer lists, and records, whether tangible or electronic, which contain any information relating to any of the foregoing), and (ix) proceeds of the foregoing (such property, whether now existing or hereafter arising or acquired, in clauses (i) through (ix), collectively, the “Prepetition Term Loan Priority Collateral,” and such liens and security interests in clauses (a) and (b), the “Prepetition ABL Liens”); *provided* that the Prepetition ABL Canadian Sub-Facility is secured by a first priority security interest in substantially all of the assets of those Debtors organized under the laws of Canada or any province thereof (such Debtors, the “Canadian Debtors,” and such collateral, whether now existing or hereafter arising or acquired, the “Canadian Collateral”).

(ii) Prepetition First Lien Term Loan Facility. Jack Cooper Ventures, Inc., as borrower, certain other domestic affiliates designated as “Guarantors” thereto (such parties, collectively, the “Prepetition First Lien Term Loan Obligors”), the financial institutions from time to time party thereto (collectively, the “Prepetition First Lien Lenders”), and Cerberus Business Finance Agency, LLC (“Cerberus”), as agent (in such capacity, the “Prepetition First Lien Agent” and, together with the Prepetition First Lien Lenders, the “Prepetition First Lien Secured Parties”), are parties to that certain Credit Agreement, dated as of June 28, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Prepetition First Lien Credit Agreement”). The Prepetition First Lien Credit Agreement provided the Prepetition First Lien Term Loan Obligors with term loan facilities in an aggregate principal amount of approximately \$196 million (the “Prepetition First Lien Term Loan Facility”) and under which approximately \$188,650,000 in principal amount was outstanding as of the Petition Date (together with any other amounts outstanding under the Prepetition First Lien Term Loan Facility as provided in the Prepetition First Lien Credit

Agreement, including interest, fees, and expenses, the “Prepetition First Lien Obligations”). The Prepetition First Lien Term Loan Facility is secured by (a) first priority security interests in and liens on the Prepetition Term Loan Priority Collateral and (b) second priority security interests in and liens on the Prepetition ABL Priority Collateral (such liens and security interests in clauses (a) and (b), the “Prepetition First Lien Term Loan Liens”).

(iii) Prepetition 1.5 Lien Term Loan Facility. Jack Cooper Ventures, Inc., as borrower, certain other domestic affiliates designated as “Guarantors” thereto (such parties, collectively, the “Prepetition 1.5 Lien Term Loan Obligors”), the financial institutions from time to time party thereto (collectively, the “Prepetition 1.5 Lien Lenders”), and Wilmington, as agent (in such capacity, the “Prepetition 1.5 Lien Agent” and, together with the Prepetition 1.5 Lien Lenders, the “Prepetition 1.5 Lien Secured Parties”), are parties to that certain Amended and Restated Credit Agreement, dated as of June 28, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Prepetition 1.5 Lien Credit Agreement”). The Prepetition 1.5 Lien Credit Agreement provided the Prepetition 1.5 Lien Term Loan Obligors with term loan facilities in an aggregate initial principal amount of \$41 million (the “Prepetition 1.5 Lien Term Loan Facility”) and under which approximately \$45,515,729.68 in principal amount was outstanding as of the Petition Date (together with any other amounts outstanding under the Prepetition 1.5 Lien Term Loan Facility as provided in the Prepetition 1.5 Lien Credit Agreement, including interest, fees, and expenses, the “Prepetition 1.5 Lien Obligations”). The Prepetition 1.5 Lien Term Loan Facility is secured by (a) second priority security interests in and liens on the Prepetition Term Loan Priority Collateral and (b) third priority security interests in and liens on the Prepetition ABL Priority Collateral (such liens and security interests in clauses (a) and (b), the “Prepetition 1.5 Lien Term Loan Liens”).

(iv) Prepetition Second Lien Term Loan Facility. Jack Cooper Ventures, Inc., as borrower, certain other domestic affiliates designated as “Guarantors” thereto (such parties, collectively, the “Prepetition Second Lien Term Loan Obligors,” and, together with the Prepetition ABL Obligors, the Prepetition First Lien Obligors, and the Prepetition 1.5 Lien Obligors, collectively, the “Prepetition Obligors”), the financial institutions from time to time party thereto (collectively, the “Prepetition Second Lien Lenders,” and, together with the Prepetition 1.5 Lien Lenders, collectively, the “Junior Term Loan Lenders,” together with the Prepetition ABL Lenders and the Prepetition First Lien Lenders, collectively, the “Prepetition Lenders”), and Wilmington, as agent (in such capacity, the “Prepetition Second Lien Agent” and, together with the Prepetition Second Lien Lenders, the “Prepetition Second Lien Secured Parties,” and, together with the Prepetition 1.5 Lien Secured Parties, the “Prepetition Junior Lien Secured Parties,” and the Prepetition Second Lien Agent, together with the Prepetition First Lien Agent and the Prepetition 1.5 Lien Agent, the “Prepetition Term Loan Agents,” and the Prepetition Second Lien Secured Parties, together with the Prepetition First Lien Secured Parties and the Prepetition 1.5 Lien Secured Parties, the “Prepetition Term Loan Secured Parties” and, together with the Prepetition ABL Secured Parties, the “Prepetition Secured Parties”), are parties to that certain Amended and Restated Credit Agreement, dated as of June 28, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Prepetition Second Lien Credit Agreement,” and, together with the Prepetition 1.5 Lien Credit Agreement, collectively, the “Junior Credit Agreements,” together with the Prepetition ABL Credit Agreement and the Prepetition First Lien Credit Agreement, collectively, the “Prepetition Credit Agreements”). The Prepetition Second Lien Credit Agreement provided the Prepetition Second Lien Obligors with term loan facilities in an aggregate principal amount of \$261.625

million (the “Prepetition Second Lien Term Loan Facility,” and, together with the Prepetition First Lien Term Loan Facility, and the Prepetition 1.5 Lien Term Loan Facility, collectively, the “Prepetition Term Loan Facilities,” and, together with the Prepetition ABL Facility, collectively, the “Prepetition Credit Facilities”) and under which approximately \$291,413,174.61 in principal amount was outstanding as of the Petition Date (together with any other amounts outstanding under the Prepetition Second Lien Term Loan Facility as provided in the Prepetition Second Lien Credit Agreement, including interest, fees, and expenses, the “Prepetition Second Lien Obligations,” and, together with the Prepetition First Lien Obligations and the Prepetition 1.5 Lien Obligations, collectively, the “Prepetition Term Loan Obligations,” and, together with the Prepetition ABL Obligations, the “Prepetition Obligations”). The Prepetition Second Lien Term Loan Facility is secured by (a) third priority security interests in and liens on the Prepetition Term Loan Priority Collateral and (b) fourth priority security interests in and liens on the Prepetition ABL Priority Collateral (such liens and security interests in clauses (a) and (b), the “Prepetition Second Lien Term Loan Liens,” and, together with the Prepetition First Lien Term Loan Liens and the Prepetition 1.5 Lien Term Loan Liens, the “Prepetition Term Loan Liens,” and, together with the Prepetition ABL Liens, the “Prepetition Liens”).

(v) Prepetition Intercreditor Agreement. Wells, in its capacity as Prepetition ABL Agent, Cerberus, in its capacity as Prepetition First Lien Agent, and Wilmington, in its capacity as the Prepetition 1.5 Lien Agent and Prepetition Second Lien Agent, are parties to that certain Intercreditor Agreement, dated as of June 28, 2018 (the “Prepetition Intercreditor Agreement.”) The Prepetition Intercreditor Agreement is a valid and enforceable “subordination agreement” under section 510(a) of the Bankruptcy Code and is, as of the Petition Date, binding on all parties thereto.

(vi) Prepetition Collateral. To secure the Prepetition Obligations, the Debtors entered into certain guaranty and collateral agreements, certain other security documents, and certain intercreditor agreements, including the Prepetition Intercreditor Agreement, governing the Prepetition Secured Parties' respective security interests in the Prepetition Collateral (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, and together with any ancillary collateral documents, including, without limitation, any related mortgages and deeds of trust, the "Prepetition Collateral Documents") and, together with the Prepetition Credit Agreements, the "Prepetition Documents"). Pursuant to the Prepetition Collateral Documents, and on the terms set forth therein and subject to the Prepetition Intercreditor Agreement and any other applicable intercreditor agreements, the Debtors granted to the Prepetition Secured Parties the Prepetition Liens on the Prepetition ABL Priority Collateral, the Prepetition Term Loan Priority Collateral, and, with respect to the Prepetition ABL Canadian Sub-Facility, the Canadian Collateral, but subject to any exclusions in the Prepetition Documents (the "Prepetition Collateral").

(vii) Prepetition Obligations. The Prepetition Obligations owing to the Prepetition Secured Parties constitute legal, valid, and binding obligations of the Debtors and their applicable affiliates, enforceable against them in accordance with their respective terms (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code), and no portion of the Prepetition Obligations owing to the Prepetition Secured Parties is subject to avoidance, recharacterization, reduction, set-off, offset, counterclaim, cross-claim, recoupment, defenses, disallowance, impairment, recovery, subordination, or any other challenges pursuant to the Bankruptcy Code or applicable non-bankruptcy law or regulation by any person or entity, including in any Successor Cases (as defined below).

(viii) Prepetition Liens. The Prepetition Liens granted to the Prepetition Secured Parties constitute legal, valid, binding, enforceable (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code), and perfected security interests in and liens on the Prepetition Collateral, were granted to, or for the benefit of, the applicable Prepetition Secured Parties for fair consideration and reasonably equivalent value, and are not subject to defense, counterclaim, recharacterization, subordination, avoidance, or recovery pursuant to the Bankruptcy Code or applicable non-bankruptcy law or regulation by any person or entity.

(ix) No Challenges/Claims. No offsets, challenges, objections, defenses, claims or counterclaims of any kind or nature to any of the Prepetition Liens or Prepetition Obligations exist, and no portion of the Prepetition Liens or Prepetition Obligations is subject to any challenge or defense including, without limitation, avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law. The Debtors and their Estates have no valid Claims (as such term is defined in section 101(5) of the Bankruptcy Code) objections, challenges, causes of action, and/or choses in action against any of the Prepetition Secured Parties or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees with respect to the Prepetition Credit Agreements, the Prepetition Obligations, the Prepetition Liens, or otherwise, whether arising at law or at equity, including, without limitation, any challenge, recharacterization, subordination, avoidance, recovery, disallowance, reduction, or other claims arising under or pursuant to sections 105, 502, 510, 541, 542 through 553, inclusive, or 558 of the Bankruptcy Code or applicable state law equivalents. The Prepetition Obligations

constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code.

(x) Indemnity. The DIP Agents, the DIP Lenders, and the Prepetition Secured Parties have acted in good faith, and without negligence or violation of public policy or law, in respect of all actions taken by them in connection with or related in any way to negotiating, implementing, documenting, or obtaining the requisite approvals of the DIP Facilities and the use of Cash Collateral, including in respect of the granting of the DIP Liens and the Prepetition Term Loan Adequate Protection Liens (as defined below), any challenges or objections to the DIP Facilities or the use of Cash Collateral, and all documents related to any and all transactions contemplated by the foregoing. Accordingly, the Prepetition Secured Parties, the DIP Agents, and the DIP Lenders shall be and hereby are indemnified and held harmless by the Debtors in respect of any claim or liability incurred in respect thereof or in any way related thereto, provided that no such parties will be indemnified for any cost, expense, or liability to the extent determined in a final, non-appealable judgment of a court of competent jurisdiction to have resulted primarily from such parties' gross negligence or willful misconduct. No exception or defense exists in contract, law, or equity as to any obligation set forth, as the case may be, in this paragraph E(x), in the Prepetition Credit Agreements, or in the DIP Loan Documents, to the Debtors' obligation to indemnify and/or hold harmless the Prepetition Secured Parties, the DIP Agents, or the DIP Lenders, as the case may be.

(xi) Sale and Credit Bidding. The Debtors and the Prepetition Obligors admit, stipulate, acknowledge, and agree that any of the DIP Lenders, DIP Agents, or Prepetition Secured Parties, including, for the avoidance of doubt, JC Buyer Company, Inc., as the designated buyer on behalf of the Junior Term Loan Lenders (in such capacity, the "Purchaser"),

in its capacity as the holder (or the representative of the holders) of claims under the Junior Credit Agreements and DIP Term Loan Agreement, shall have the right to credit bid, including the Stalking Horse Credit Bid (as defined below), the entirety of (or any portion of) the Prepetition Obligations and/or the DIP Obligations, as applicable, including the Prepetition Obligations under the Junior Credit Agreements and the DIP Obligations under the DIP Term Loan Agreement.

(xii) Release. Subject to Section 4.1 and the challenge rights granted thereunder, each of the Debtors, their Estates, the Borrowers, the Guarantors, and the Prepetition Obligor, on their own behalf and on behalf of each of their past, present, and future predecessors, successors, heirs, subsidiaries, and assigns, hereby forever, unconditionally, permanently, and irrevocably release, discharge, and acquit each of the Prepetition Secured Parties, and each of their respective successors, assigns, affiliates, parents, subsidiaries, partners, controlling persons, representatives, agents, attorneys, advisors, financial advisors, consultants, professionals, officers, directors, members, managers, shareholders, and employees, past, present and future, and their respective heirs, predecessors, successors and assigns (collectively, the “Released Parties”) of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, expenses (including, without limitation, attorneys’ fees), debts, liens, actions, and causes of action of any and every nature whatsoever, whether arising in law or otherwise, and whether known or unknown, matured or contingent, arising under, in connection with, or relating to the Prepetition Obligations or the Prepetition Loan Documents, including, without limitation, (a) any so-called “lender liability” or equitable subordination claims or defenses, (b) any and all “claims” (as defined in the Bankruptcy Code) and causes of action arising under the Bankruptcy Code, and (c) any and all offsets, defenses, claims, counterclaims,

set off rights, objections, challenges, causes of action, and/or choses in action of any kind or nature whatsoever, whether arising at law or in equity, including any recharacterization, recoupment, subordination, avoidance, or other claim or cause of action arising under or pursuant to section 105 or chapter 5 of the Bankruptcy Code or under any other similar provisions of applicable state, federal, or foreign law, including, without limitation, any right to assert any disgorgement or recovery, in each case, with respect to the extent, amount, validity, enforceability, priority, security, and perfection of any of the Prepetition Obligations, the Prepetition Loan Documents, or the Prepetition Liens, and further waive and release any defense, right of counterclaim, right of setoff, or deduction to the payment of the Prepetition Obligations that the Debtors now have or may claim to have against the Released Parties, arising under, in connection with, based upon, or released to any and all acts, omissions, conduct undertaken, or events occurring prior to entry of this Interim Order.

(xiii) ABL Cash Collateral. The Debtors admit, stipulate, acknowledge, and agree that all of the cash of the Debtors that are Prepetition ABL Obligors (the “Debtor ABL Obligors”), wherever located, and all cash equivalents, including any cash in deposit accounts of the Debtor ABL Obligors, whether as Prepetition ABL Priority Collateral or which represents income, proceeds, products, rents or profits of other Prepetition ABL Priority Collateral, constitutes “cash collateral” of the Prepetition ABL Secured Parties within the meaning of section 363(a) of the Bankruptcy Code (the “ABL Cash Collateral”).

(xiv) Term Loan Cash Collateral. The Debtors admit, stipulate, acknowledge, and agree that all of the cash of the Debtors who were obligors under the Prepetition Term Loan Facilities, wherever located, and all cash equivalents, including any cash in deposit accounts of the Debtors who were borrowers under the Prepetition Term Loan Facilities, whether as

Prepetition Term Loan Priority Collateral or which represents income, proceeds, products, rents or profits of other Prepetition Term Loan Priority Collateral, constitutes “cash collateral” of the Prepetition Term Loan Secured Parties within the meaning of section 363(a) of the Bankruptcy Code (the “Term Loan Cash Collateral,” and, together with the ABL Cash Collateral, collectively the “Cash Collateral”).

F. Findings Regarding the Postpetition Financing.

(i) Postpetition Financing. The Debtors have requested from each of the DIP Secured Parties, and the DIP Secured Parties are willing, subject to the terms of this Interim Order and satisfaction of the conditions set forth in the DIP Credit Agreements, to extend the DIP Loans on the terms and conditions set forth in this Interim Order and the DIP Loan Documents, respectively.

(ii) Need for Postpetition Financing. The Debtors do not have sufficient liquidity, including Cash Collateral, to operate their businesses in the ordinary course of business without the financing requested in the Motion. The Debtors’ ability to maintain business relationships with their vendors, suppliers, and customers, to pay their employees, pay certain fees and expenses as set forth herein, and to otherwise fund their operations is essential to the Debtors’ continued viability as the Debtors seek to maximize the value of the assets of the Estates for the benefit of all creditors of the Debtors. The ability of the Debtors to obtain sufficient working capital and liquidity through the proposed postpetition financing arrangements with the DIP Secured Parties as set forth in this Interim Order, the DIP Credit Agreements, and other DIP Loan Documents, as applicable, is vital to the preservation and maintenance of the going concern value of each Debtor. Accordingly, the Debtors have an immediate need to obtain the postpetition financing to, among other things, permit the orderly continuation of the

operation of their businesses, minimize the disruption of their business operations, and preserve and maximize the value of the assets of the Debtors' Estates to maximize the recovery to all creditors of the Estates.

(iii) Stalking Horse Credit Bid. As described in greater detail in the *Debtors' Motion for Entry of an Order (I) Authorizing the Debtors to Enter Into and Perform Under the Stalking Horse Asset Purchase Agreement, (II) Approving Bidding Procedures for the Sale of the Debtors' Assets, (III) Approving the Expense Reimbursement, (IV) Scheduling Hearings and Objection Deadlines with Respect to the Sale, (V) Scheduling Bid Deadlines and an Auction, (VI) Approving the Form and Manner of Notice Thereof, (VII) Approving Contract Assumption and Assignment Procedures, and (VIII) Granting Related Relief* filed on the Petition Date (the "Sale Motion"), Purchaser has agreed to purchase all or substantially all of the DIP Collateral (as defined below) substantially on the terms and conditions set forth in that certain Asset Purchase Agreement attached to the Sale Motion as Exhibit 1 (as may be amended, restated, modified, or supplemented, from time to time, the "Stalking Horse Agreement") (collectively, the "Stalking Horse Credit Bid").

(iv) No Credit Available on More Favorable Terms. The Debtors are unable to procure financing in the form of unsecured credit allowable as an administrative expense under sections 364(a), 364(b), or 503(b)(1) of the Bankruptcy Code or in exchange for the grant of a superpriority administrative expense, or liens on property of the Estates not subject to a lien pursuant to sections 364(c)(1), 364(c)(2), or 364(c)(3) of the Bankruptcy Code. The Debtors assert in the Motion, the First Day Declaration, and in the Dunayer Declaration, and demonstrated at the Interim Hearing, that they have been unable to procure the necessary financing on terms more favorable, taken as a whole, than the financing offered by each of the

DIP Secured Parties pursuant to the DIP Loan Documents. In light of the foregoing, and considering all alternatives, the Debtors have reasonably and properly concluded, in the exercise of their sound business judgment, that the DIP Facilities represent the best financing available to the Debtors at this time, and are in the best interests of the Debtors, their estates, and all of their stakeholders.

(v) Budget. The Debtors have prepared and delivered to the DIP Secured Parties an initial budget (the “Initial Budget”), a copy of which is attached hereto as Exhibit C. The Initial Budget reflects the Debtors’ anticipated cash receipts and anticipated disbursements for each calendar week during the period from the Petition Date through and including the end of the thirteenth (13th) calendar week following the Petition Date (the Initial Budget and each subsequent approved Budget then in effect, an “Approved Budget”). The Debtors believe that the Initial Budget is reasonable under the facts and circumstances. The DIP Secured Parties are relying upon the Debtors’ agreement to comply on the terms set forth in the DIP Credit Agreements, with the Approved Budget, the other DIP Loan Documents, and this Interim Order in determining to enter into the postpetition financing arrangements provided for herein.

(vi) Certain Conditions to DIP Facilities. The DIP Lenders’ willingness to make the DIP Loans is conditioned upon, among other things: (a) the Debtors obtaining Court approval to enter into the DIP Loan Documents and to incur all of the respective obligations thereunder, and to confer upon the DIP Secured Parties all applicable rights, powers, and remedies thereunder in each case as modified by this Interim Order; (b) the provision of adequate protection of the Prepetition Term Loan Secured Parties’ interests in the Prepetition Collateral pursuant to sections 361, 363, and 364 of the Bankruptcy Code; (c) the DIP Secured Parties being granted, as security for the prompt payment of the DIP Facilities and all other obligations

of the Debtors under the DIP Loan Documents, subject to the priorities described in Exhibit D annexed hereto, superpriority perfected security interests in and liens upon all property and assets of the Debtors, including, but not limited to, a valid and perfected security interest in and lien upon all of the now or hereafter arising or acquired: (i) Prepetition ABL Priority Collateral (whether in existence on the Petition Date or hereafter arising), (ii) the Canadian Collateral (whether in existence on the Petition Date or hereafter arising), (iii) Prepetition Term Loan Priority Collateral (whether in existence on the Petition Date or hereafter arising), and (iv) any assets of the Debtors that are not otherwise subject to valid, perfected, enforceable, and unavoidable security interests, including any other assets consisting of Excluded Collateral (under any of the Prepetition Documents) (collectively hereinafter referred to as the “DIP Collateral,” and, for avoidance of doubt, the DIP Collateral shall include, subject to entry of the Final Order, the proceeds (the “Avoidance Proceeds”) of any claim or cause of action arising under or pursuant to chapter 5 of the Bankruptcy Code or under any other similar provisions of applicable state, federal, or foreign law (including any other avoidance actions under the Bankruptcy Code) (collectively, the “Avoidance Actions”).

(vii) Business Judgment and Good Faith Pursuant to Section 364(e). Any credit extended, loans made, and other financial accommodations extended to the Debtors by the DIP Secured Parties, including, without limitation, pursuant to this Interim Order, have been extended, issued, or made, as the case may be, in “good faith” within the meaning of section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by Bankruptcy Code section 364(e), and the DIP Facilities, the DIP Liens, and the DIP Superpriority Claims (as defined below) shall be entitled to the full protection of Bankruptcy

Code section 364(e) in the event that this Interim Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise.

(viii) Credit Bid Rights.

(a) The Debtors, Prepetition ABL Secured Parties, Prepetition Junior Lien Secured Parties, and DIP Secured Parties hereby acknowledge and agree that they shall not object, or support any objection, to the DIP Secured Parties' or Prepetition Secured Parties' rights to credit bid, including the Stalking Horse Credit Bid, up to the full amount of their DIP Obligations and/or Prepetition Obligations, in each case including, without limitation, any accrued interest and expenses, in any sale effectuated through section 363 of the Bankruptcy Code, whether in a chapter 11 or chapter 7 proceeding.

(b) The Prepetition First Lien Secured Parties' support of the DIP Secured Parties' and other Prepetition Secured Parties' rights to credit bid shall be as set forth in the Restructuring Support Agreement and subject to the terms thereof.

(ix) Sections 506(c) and 552(b). The Debtors have agreed as a condition to obtaining financing under the DIP Facilities and the use of Cash Collateral that as a material inducement to the DIP Secured Parties to agree to provide the DIP Facilities and the Prepetition Secured Parties' consent to the use of Cash Collateral, and in exchange for (a) the DIP Secured Parties' willingness to provide the DIP Facilities to the extent set forth herein, (b) the DIP Secured Parties' and the Prepetition Secured Parties' agreement to subordinate their liens and superpriority claims to the Carve Out, and (c) the consensual use of Cash Collateral consistent with the Approved Budget, the terms of the DIP Credit Agreements, and the terms of this Interim Order, each of the DIP Secured Parties and, subject to entry of the Final Order, the Prepetition Secured Parties are entitled to receive (1) a waiver of any equities of the case exceptions or

claims under section 552(b) of the Bankruptcy Code and a waiver of unjust enrichment and similar equitable relief as set forth below, and (2) a waiver of the provisions of section 506(c) of the Bankruptcy Code.

(x) Good Cause. Good cause has been shown for the entry of this Interim Order. The relief requested in the Motion is necessary, essential, and appropriate and is in the best interest of and will benefit the Debtors, their creditors, and their Estates, as its implementation will, among other things, provide the Debtors with the necessary liquidity to (1) minimize disruption to the Debtors' businesses and on-going operations, (2) preserve and maximize the value of the Debtors' Estates for the benefit of all the Debtors' creditors, and (3) avoid immediate and irreparable harm to the Debtors, their creditors, their businesses, their employees, and their assets. The terms of the DIP Facilities are fair and reasonable, reflect each Debtor's exercise of its business judgment, and are supported by reasonably equivalent value and fair consideration. The DIP Facilities are the product of reasonable, arm's length, good faith negotiations between the Debtors and the respective DIP Lenders.

(xi) Refinancing of Prepetition ABL Obligations. The full and immediate payoff of the Prepetition ABL Obligations with the proceeds of borrowings under the Revolver Facility in accordance with this Interim Order is necessary as the Prepetition ABL Secured Parties have not otherwise consented to the use of their Cash Collateral, the subordination of their liens to the Carve Out and the Prepetition Term Loan Adequate Protection Liens provided herein, or the extension of credit to fund the Debtors' critical working capital needs in the form of the Revolver Facility.

(xii) Adequate Protection. The Prepetition Term Loan Secured Parties are entitled, pursuant to sections 361, 362, 363, and 364 of the Bankruptcy Code, to receive adequate

protection against any Diminution in Value of their respective interests in the Prepetition Collateral (including Cash Collateral), to the extent set forth in this Interim Order.

(xiii) Immediate Entry. Sufficient cause exists for immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001(c)(2). Any objections that were made (to the extent such objections have not been withdrawn, waived, resolved, or settled) are hereby overruled on the merits.

Based upon the foregoing, and upon the record made before the Court at the Interim Hearing, and based on the agreement of the Revolver Administrative Agent as set forth in Section 4.2 hereof to support the Restructuring Transactions (as defined in the Restructuring Support Agreement), and after due consideration and good cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

Section 1. Authorization and Conditions to Financing.

1.1 Motion Granted. The Motion is granted to the extent provided in this Interim Order. Any objections to the entry of this Interim Order that have not been withdrawn, waived, resolved, or settled, and all reservations of rights included therein, are hereby denied and overruled on the merits.

1.2 Authorization of DIP Financing.

(a) The Debtors are hereby authorized and empowered to immediately borrow, incur, and guarantee (as applicable), (i) pursuant to the terms and conditions of the Revolver DIP Agreement, loans under the Revolving Credit Facility (A) up to an aggregate principal amount of \$85 million in U.S. Revolving Commitments (minus outstanding Canadian Revolving Loans) and (B) up to \$5 million in Canadian Revolving Commitments; and (ii) DIP Term Loans, pursuant to the terms and conditions of the DIP Term Loan Agreement, in an aggregate principal amount not to exceed \$15 million, with the Initial DIP Term Loan to be

made upon entry of this Interim Order and satisfaction of other conditions set forth in the DIP Term Documents, with the remaining DIP Term Loans to be advanced in accordance with the DIP Loan Documents and consistent with the applicable Approved Budget and the DIP Term Documents.

(b) The Debtors are hereby authorized to (i) borrow under the DIP Facilities during the Interim Financing Period (as defined below) in accordance with, and for the purposes permitted by, the DIP Loan Documents and the Interim Order, (ii) pay all interest, costs, fees, and other amounts and obligations accrued or accruing under the DIP Credit Agreements and other DIP Loan Documents, all pursuant to the terms and conditions of this Interim Order, the DIP Credit Agreements, and the other DIP Loan Documents, in each case during the period commencing on the date of this Interim Order through and including the entry of the Final Order (the “Interim Financing Period”), and (iii) complete the ABL Refinancing (as defined below). The Initial Budget is hereby approved in all respects. The Debtors shall use the proceeds of the DIP Facilities solely in a manner consistent with the Approved Budget and the terms and conditions of the DIP Loan Documents and this Interim Order.

1.3 Financing Documents.

(a) Authorization. The Debtors are hereby authorized and directed to enter into, execute, deliver, and perform all obligations under the DIP Loan Documents. Subject to Section 4.1 hereof, no obligation, payment, transfer, or grant of security hereunder or under the DIP Loan Documents shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable state, federal, or foreign law (including, without limitation, under chapter 5 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common

law), or be subject to any defense, reduction, setoff, counterclaim, recoupment, offset, recharacterization, subordination (whether equitable, contractual or otherwise), cross-claims, or any other challenge under the Bankruptcy Code or any applicable law, rule, or regulation by any person or entity.

(b) Approval; Evidence of Borrowing Arrangements. All terms, conditions, and covenants set forth in the DIP Loan Documents (including, without limitation, each of the DIP Credit Agreements) are approved. All such terms, conditions, and covenants shall be sufficient and conclusive evidence of (i) the borrowing arrangements by and among the Debtors, the DIP Agents, and the DIP Lenders, and (ii) each Debtor's assumption and adoption of, and agreement to comply with, all the terms, conditions, and covenants of each DIP Credit Agreement and the other DIP Loan Documents for all purposes, including, without limitation, to the extent applicable, the payment of all DIP Obligations arising thereunder, including, without limitation, all principal, interest, fees, and other expenses, including, without limitation, all of each DIP Agent's and DIP Lender's closing, arranger, and administrative fees, consultant fees, professional fees, attorney's fees and legal expenses, as more fully set forth in the DIP Loan Documents. Upon effectiveness thereof, the DIP Loan Documents shall evidence the DIP Obligations, which DIP Loan Documents and DIP Obligations shall be valid, binding, and enforceable against the Debtors, their Estates, and any successors thereto, including, without limitation, any trustee appointed in any of these Cases or any case under chapter 7 of the Bankruptcy Code upon the conversion of any of these Cases (collectively, the "Successor Cases"), and their creditors and other parties-in-interest, in each case, in accordance with the terms of this Interim Order and the DIP Loan Documents.

(c) Payment of DIP Fees and Other Expenses. Any and all fees and expenses payable pursuant to the DIP Loan Documents (collectively, any and all such fees and expenses, the “DIP Fees”) are hereby approved and the Debtors are hereby authorized and directed to pay, in cash and on a current basis, all reasonable and documented out-of-pocket costs, disbursements, and expenses of the DIP Agents and the DIP Lenders incurred at any time, as provided by the DIP Loan Documents and this Interim Order in accordance with Section 5.15 hereof. The DIP Fees shall not be subject to any offset, defense, claim, counterclaim, or diminution of any type, kind, or nature whatsoever.

(d) Amendments to DIP Loan Documents. Subject to the terms and conditions of the applicable DIP Loan Documents, the Debtors and the applicable DIP Secured Parties may make amendments, modifications, or supplements to any DIP Loan Document, and the DIP Agents (acting at the direction of the Required Lenders (as defined in the DIP Loan Documents) if so required by the applicable DIP Documents) and the DIP Lenders may waive any provisions in the DIP Loan Documents, without further approval of the Court; *provided* that any amendments, modifications, or supplements to any DIP Loan Documents that operate to increase the aggregate commitments, the rate of interest payable thereunder, or existing fees or add new fees thereunder (excluding, for the avoidance of doubt, any amendment, consent or waiver fee) other than as currently provided in the DIP Loan Documents (collectively, the “Material DIP Amendments”), shall be filed with the Court, and the Debtors shall provide prior written notice of the Material DIP Amendment to (i) counsel to the DIP Agents, (ii) counsel to the DIP Lenders, (iii) counsel for each of the Prepetition Secured Parties, (iv) counsel to the Committee, or, in the event no such Committee is appointed at the time of such Material DIP Amendment, the 30 Largest Unsecured Creditors, and (v) the U.S. Trustee; *provided,* that the

consent of the foregoing parties will not be necessary to effectuate any such amendment, modification, or supplement, except that any Material DIP Amendment that is subject to a timely and unresolved objection must be approved by the Court. For the avoidance of doubt, the Debtors must receive written consent as to any Material DIP Amendment prior to filing notice thereof with the Court (i) from the applicable DIP Secured Parties and (ii) from the applicable Prepetition Agents for any amendment, modification, supplement, or waiver that materially adversely affects any rights of any Prepetition Secured Parties hereunder or the treatment of the Prepetition Obligations hereunder.

1.4 Refinancing of Prepetition ABL Obligations. Upon the entry of this Interim Order and the satisfaction or waiver of all other closing conditions in the Revolver DIP Agreement, without any further action by the Debtors or any other party, the Debtors shall be (i) authorized, directed, and deemed to immediately borrow under the Revolver DIP Agreement the full amount necessary to fully and immediately pay off all Prepetition ABL Obligations and (ii) deemed to have contemporaneously fully and indefeasibly repaid all Prepetition ABL Obligations (clauses (i) and (ii) together, the “ABL Refinancing”). Upon entry of this Interim Order, all Bank Products, Cash Management Services, and Letters of Credit (each as defined in the Prepetition ABL Credit Agreement) shall continue in place and all obligations under or in connection therewith shall be subject to the Revolver DIP Agreement and shall constitute Revolver Obligations.

1.5 Continuation of Prepetition Procedures. Except to the extent expressly set forth in the Prepetition Loan Documents, DIP Loan Documents, or in other “first day” orders, all prepetition practices and procedures for the payment and collection of proceeds of the Prepetition Collateral, sweeping, the turnover of cash, the delivery of property to the Prepetition

Agents and the Prepetition Lenders, including the Control Agreements (as such term is defined in the Prepetition Credit Agreements) and any other similar lockbox or blocked depository bank account arrangements, are hereby approved and shall continue without interruption.

1.6 Indemnification. The Debtors are authorized to indemnify and hold harmless the DIP Agents, each DIP Lender, and, solely in their capacities as such, each of their respective successors, assigns, affiliates, parents, subsidiaries, partners, controlling persons, representatives, agents, attorneys, advisors, financial advisors, consultants, professionals, officers, directors, members, managers, shareholders and employees, past, present and future, and their respective heirs, predecessors, successors and assigns (each, an “Indemnified Party”), in accordance with, and subject to, the DIP Loan Documents, which indemnification is hereby authorized and approved.

Section 2. Postpetition Lien; Superpriority Administrative Claim Status.

2.1 Postpetition Lien.

(a) Postpetition DIP Lien Granting. To secure performance and payment when due (whether at the stated maturity, by acceleration or otherwise) of any and all DIP Obligations of the Debtors to the DIP Secured Parties of whatever kind, nature, or description, whether absolute or contingent, now existing or hereafter arising, the DIP Agents, for the benefit of themselves and the DIP Lenders, shall have and are hereby granted, effective as of the Petition Date, continuing, valid, binding, enforceable, non-avoidable, and automatically and properly perfected security interests in and liens (such security interests and liens as to the Revolver Facility, the “Revolver DIP Liens” and, such security interests and liens as to the DIP Term Loan Facility, the “DIP Term Loan Liens,” and, collectively, the “DIP Liens”) in and upon all DIP Collateral, subject to the priority set forth in Section 2.1(b) below and as set forth on Exhibit D hereto.

(b) DIP Lien Priority in DIP Collateral.

(i) Revolver DIP Liens Priority. The Revolver DIP Liens on the DIP Collateral securing the Obligations (as defined in the Revolver DIP Agreement) shall be first and senior in priority to all other interests and liens of every kind, nature, and description, whether created consensually, by an order of the Court or otherwise, including, without limitation, liens or security interests granted in favor of third parties in conjunction with sections 363, 364, or any other section of the Bankruptcy Code or other applicable law; *provided, however,* that the Revolver DIP Liens on (A) the Prepetition ABL Priority Collateral (whether in existence on the Petition Date or hereafter arising) shall be subject to the Carve Out and certain Permitted Liens (as defined in the Revolver DIP Documents); (B) the Prepetition Term Loan Priority Collateral (whether in existence on the Petition Date or hereafter arising) shall be subject to the Carve Out, such Permitted Liens, the Prepetition First Lien Term Loan Liens, the DIP Term Loan Liens, the Prepetition Term Loan Adequate Protection Liens, the Prepetition 1.5 Lien Term Loan Liens, and the Prepetition Second Lien Term Loan Liens; (C) the Canadian Collateral shall be subject to any CCAA statutory charge to the extent set forth in the CCAA Order, and (D) any other assets of the Debtors that were not subject to any validly perfected liens or security interest as of the Petition Date, shall be *pari passu* with the Prepetition Term Loan Adequate Protection Liens granted in favor of the Prepetition First Lien Secured Parties, in each case as such priorities are set forth in **Exhibit D**.⁴

(ii) DIP Term Loan Liens Priority. The DIP Term Loan Liens on the DIP Collateral securing the DIP Term Loan Obligations shall be first and senior in priority to all other interests and liens of every kind, nature, and description, whether created

⁴ In the event of any conflict or inconsistency between the terms and provisions of this Interim Order and Exhibit D, Exhibit D shall control.

consensually, by an order of the Court or otherwise, including, without limitation, liens or interests granted in favor of third parties in conjunction with sections 363, 364, or any other section of the Bankruptcy Code or other applicable law; *provided, however*, that the DIP Term Loan Liens on (A) the Prepetition ABL Priority Collateral (whether in existence on the Petition Date or hereafter arising) shall be subject to the Carve Out, certain permitted senior liens, the Revolver DIP Liens, and the Prepetition Term Loan Adequate Protection Liens granted in favor of the Prepetition First Lien Secured Parties and the Prepetition First Lien Term Loan Liens; (B) the Prepetition Term Loan Priority Collateral (whether in existence on the Petition Date or hereafter arising) shall be subject to the Carve Out, certain permitted senior liens, the Prepetition Term Loan Adequate Protection Liens granted in favor of the Prepetition First Lien Secured Parties, and the Prepetition First Lien Term Loan Liens; (C) the Canadian Collateral shall be subject to the Revolver DIP Liens, the Carve Out, and certain CCAA statutory charges to the extent set forth in the CCAA Order; and (D) any unencumbered assets as of the Petition Date, including, subject to entry of the Final Order, Avoidance Proceeds, shall be subject to the Carve Out, such permitted liens, the Revolver DIP Liens, and the Prepetition Term Loan Adequate Protection Liens granted in favor of the Prepetition First Lien Secured Parties, in each case as such priorities are set forth in Exhibit D.

(c) Postpetition Lien Perfection. This Interim Order shall be sufficient and conclusive evidence of the priority, perfection, and validity of the DIP Liens, the Prepetition Term Loan Adequate Protection Liens, and the other security interests granted herein, effective as of the Petition Date, without any further act and without regard to any other federal, state, or local requirements or law requiring notice, filing, registration, recording, or possession of the DIP Collateral, or other act to validate or perfect such security interest or lien, including, without

limitation, control agreements with any financial institution(s) party to a Control Agreement or other depository account consisting of DIP Collateral, or requirement to register liens on any certificates of title (a "Perfection Act"). Notwithstanding the foregoing, if any DIP Agent or Prepetition Term Loan Agent, as applicable, shall, in its sole discretion, elect for any reason to file, record, or otherwise effectuate any Perfection Act, then such DIP Agent or Prepetition Term Loan Agent, as applicable, is authorized to perform such act, and the Debtors and Guarantors are authorized and directed to perform such act to the extent necessary or required by the DIP Loan Documents, which act or acts shall be deemed to have been accomplished as of the date and time of entry of this Interim Order notwithstanding the date and time actually accomplished, and, in such event, the subject filing or recording office is authorized to accept, file, or record any document in regard to such act in accordance with applicable law. The DIP Agents or Prepetition Term Loan Agents, as applicable, may choose to file, record, or present a certified copy of this Interim Order in the same manner as a Perfection Act, which shall be tantamount to a Perfection Act, and, in such event, the subject filing or recording office is authorized to accept, file, or record such certified copy of this Interim Order in accordance with applicable law. Should any DIP Agent or Prepetition Term Loan Agent, as applicable, so choose and attempt to file, record, or perform a Perfection Act, no defect or failure in connection with such attempt shall in any way limit, waive, or alter the validity, enforceability, attachment, priority, or perfection of the postpetition liens and security interests granted herein by virtue of the entry of this Interim Order.

(d) To the extent that any applicable non-bankruptcy law otherwise would restrict the granting, scope, enforceability, attachment, or perfection of any liens and security interests granted and created by this Interim Order (including the DIP Liens and the

Prepetition Term Loan Adequate Protection Liens) or otherwise would impose filing or registration requirements with respect to such liens and security interests, such law is hereby preempted to the maximum extent permitted by the Bankruptcy Code, applicable federal or foreign law, and the judicial power and authority of this Court; *provided, however*, that nothing herein shall excuse the Debtors from payment of any local fees, if any, required in connection with such liens. By virtue of the terms of this Interim Order, to the extent that any DIP Agent or Prepetition Term Loan Agent, as applicable, has filed Uniform Commercial Code financing statements, mortgages, deeds of trust, or other security or perfection documents under the names of any of the Debtors (including all Guarantors), such filings shall be deemed to properly perfect its liens and security interests granted and confirmed by this Interim Order without further action by the applicable DIP Agent or Prepetition Term Loan Agent, as applicable.

(e) Except as provided in section 2.3 herein, the DIP Liens, the DIP Superpriority Claims, the Prepetition Term Loan Adequate Protection Liens, and the Prepetition Term Loan Adequate Protection Claims (i) shall not be made subject to or *pari passu* with (A) any lien, security interest, or claim heretofore or hereinafter granted in any of these Cases or any Successor Cases and shall be valid and enforceable against the Debtors, their Estates, any trustee, or any other estate representative appointed or elected in these Cases or any Successor Cases and/or upon the dismissal of any of these Cases or any Successor Cases; (B) any lien that is avoided and preserved for the benefit of the Debtors and their Estates under section 551 of the Bankruptcy Code or otherwise; and (C) any intercompany or affiliate lien or claim; and (ii) shall not be subject to sections 510, 549, 550, or 551 of the Bankruptcy Code.

2.2 Superpriority Administrative Expenses.

(a) DIP Loans. Subject to the priorities set forth on **Exhibit D** and the Carve Out, all DIP Obligations now existing or hereafter arising pursuant to this Interim Order, the DIP Loan Documents, or otherwise, the DIP Agents, for the benefit of themselves and the DIP Lenders, are granted an allowed superpriority administrative expense claim pursuant to section 364(c)(1) of the Bankruptcy Code, having priority in right of payment over any and all other obligations, liabilities, and indebtedness of the Debtors, whether now in existence or hereafter incurred by the Debtors, and over any and all administrative expenses or priority claims of the kind specified in, or ordered pursuant to, *inter alia*, sections 105, 326, 328, 330, 331, 364(c)(1), 503(b), 507(a), 507(b), 546(c), 1113, or 1114 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy, or attachment, which allowed superpriority administrative claim shall be payable from and have recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof (including, subject to entry of the Final Order, proceeds of Avoidance Actions) (such superpriority administrative expense claim as to the Revolver Facility, the “Revolver Superpriority Claim,” and, as to such superpriority administrative expense claim as to the DIP Term Loan Facility, the “DIP Term Loan Superpriority Claim,” and, collectively, the “DIP Superpriority Claims”).

2.3 Carve Out Provisions.

(a) For purposes of this Interim Order, “Carve Out” shall mean the sum of: (i) all fees required to be paid to the Clerk of the Court and to the U.S. Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate; (ii) all reasonable fees and expenses up to \$50,000 incurred by a trustee under section 726(b) of the

Bankruptcy Code (the “Chapter 7 Trustee Carve-Out”), which amount may be modified in connection with the final hearing; (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees, costs, disbursements and expenses (the “Allowed Professional Fees”) incurred or earned by persons or firms retained by the Debtors pursuant to sections 327, 328, or 363 of the Bankruptcy Code or Canadian counsel for the Debtors (the “Debtor Professionals”) and the Committee pursuant to sections 328 or 1103 of the Bankruptcy Code (the “Committee Professionals” and, together with the Debtor Professionals, the “Professional Persons”) at any time before or on the first business day following delivery by either of the DIP Agents of a Carve Out Trigger Notice (as defined below), whether allowed by the Court prior to, on or after delivery of a Carve Out Trigger Notice (the amounts in (i) – (iii), collectively, the “Pre-Trigger Carve Out Cap”); and (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed \$1,000,000 incurred after the first business day following delivery by either of the DIP Agents of the Carve Out Trigger Notice (such date, the “Trigger Date”), to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the “Post-Carve Out Trigger Notice Cap” and such amounts set forth in clauses (i) through (iv), the “Carve Out Cap”); *provided* that nothing herein shall be construed to impair any party’s ability to object to court approval of the fees, expenses, reimbursement of expenses or compensation of any Professional Person. For purposes of the foregoing, “Carve Out Trigger Notice” shall mean a written notice delivered by email by either of the DIP Agents to the Debtors, their lead restructuring counsel, the U.S. Trustee, counsel to each of the Prepetition Agents, and counsel to the Committee, if any (collectively, the “Carve Out Trigger Notice Parties”), which notice shall be delivered upon the expiration of the Remedies Notice Period, and shall describe in reasonable

detail such Event of Default that is alleged to have occurred and to be continuing at the end of such Remedies Notice Period and stating that the Post-Carve Out Trigger Notice Cap has been invoked.

(b) On the date on which a Carve Out Trigger Notice is given by either of the DIP Agents to the Carve Out Trigger Notice Parties (the “Termination Declaration Date”), the Carve Out Trigger Notice shall (i) be deemed an irrevocable draw request and notice of borrowing by the Debtors for DIP Term Loans under the DIP Term Loan Facility as further described in clause (c) below, in an amount equal to the lesser of (x) the Pre-Trigger Carve Out Cap and (y) the unused DIP Term Loan Commitments (determined without regard to any limitation thereon resulting from any Default or Event of Default, failure to satisfy the CBA Milestone (as defined in the DIP Term Loan Agreement) or otherwise), and (ii) constitute a demand to the Debtors to utilize all cash on hand as of such date and any available cash thereafter generated by the Debtors to fund the Carve Out Account (as defined below) up to the Carve Out Cap, but only after giving effect to the funding contemplated by clause (i) and the amounts funded by the Revolving Lenders contemplated by section 2.1(d) of the Revolver DIP Agreement (the “Revolver Advance”). Any such amounts advanced by the DIP Term Secured Parties pursuant to this Section 2.3(b)(i) shall constitute DIP Term Loans.

(c) On the first business day after the Termination Declaration Date (or as soon thereafter as the amount of the Pre-Trigger Carve Out Cap has been determined), notwithstanding anything in the DIP Term Documents to the contrary, including with respect to the existence of a Default or an Event of Default (each as defined in the DIP Term Documents), the failure of the Debtors to satisfy any or all of the conditions precedent for the funding of DIP Term Loans, including the CBA Milestone or entry of the Final Order, or any termination of the

DIP Term Loan Commitments, or as a result of an event or events giving rise to the Termination Declaration Date, (i) each DIP Term Lender with an outstanding DIP Term Loan Commitment (on a pro rata basis based on the then outstanding DIP Term Loan Commitments) shall make available to the DIP Term Administrative Agent such DIP Term Lender's pro rata share of the borrowing contemplated by clause (b)(i) of this Section 2.3 and (ii) the DIP Term Administrative Agent shall fund such amount into the Carve Out Account.

(d) Upon delivery of a Carve Out Trigger Notice, and prior to the payment to any DIP Secured Party or Prepetition Secured Party on account of any adequate protection or otherwise, the Debtors shall be required to deposit, in a segregated account not subject to the control of the DIP Agents, the DIP Secured Parties or the Prepetition Secured Parties (the "Carve Out Account"), in an amount equal to the Carve Out Cap (i) the proceeds of the DIP Term Loans made pursuant to clause (c) above, (ii) the Revolver Advance, (iii) cash available on the Termination Declaration Date after giving effect to the DIP Term Loans and the Revolver Advances under clauses (i) and (ii) above, and (iv) with available cash from time to time after the Termination Declaration Date after giving effect to the DIP Term Loans, the Revolver Advances and cash contributions under clauses (i), (ii) and (iii) above. The funds on deposit in the Carve Out Account shall only be available to satisfy the obligations set forth in the definition of Carve Out, and the DIP Agents, the DIP Secured Parties and the Prepetition Secured Parties (x) shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of assets) of the Debtors to the extent necessary to fund the Carve Out Account as provided above and (y) shall have a security interest upon any residual amount in the Carve Out Account available following satisfaction in cash in full of all obligations benefiting from the Carve Out as further described in clause (e) below. Notwithstanding the

foregoing, so long as a Carve Out Trigger Notice has not been issued, the Debtors shall be permitted to pay fees to the Professional Persons and reimburse expenses incurred by Professional Persons and that are allowed or authorized by the Court and payable under sections 328, 330, 331, and 1103 of the Bankruptcy Code and compensation procedures approved by the Court, as the same may be due and payable, it being understood that the Pre-Trigger Carve Out Cap shall be reduced by actual payments of allowed Professional Fees included in the Pre-Trigger Carve Out Cap made after the Termination Declaration Date. Notwithstanding anything to the contrary in this Interim Order, (A) the failure of the Carve Out Account to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out and (B) in no way shall the Approved Budget, the Carve Out, the Carve Out Trigger Notice, the Pre-Trigger Carve Out Cap, the Post-Carve Out Trigger Notice Cap, or any of the foregoing be construed as a cap or limitation on the amount of Allowed Professional Fees due and payable to the Professional Persons. Any payment or reimbursement made on or after the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out on a dollar-for-dollar basis. Any funding of the Carve Out by the DIP Term Lenders shall be added to, and made a part of, the DIP Term Obligations secured by the DIP Collateral and shall be otherwise entitled to the protections granted under this Interim Order, the DIP Documents, the Bankruptcy Code, and applicable law.

(e) All funds in the Carve Out Account shall be used first to pay all obligations set forth in clauses (i) through (iii) of the definition of Carve Out, until paid in full, and then the obligations set forth in clause (iv) thereof. If, after paying all amounts set forth in the definition of Carve Out, the Carve Out Account has not been reduced to zero, all remaining funds in the Carve Out Account that are funded pursuant to Section 2.3(d)(iii) out of (I) the

Prepetition ABL Priority Collateral or proceeds thereof shall be distributed first to the Revolver Administrative Agent on account of the Revolver Obligations until indefeasibly paid in full, with the balance distributed to the Prepetition First Lien Agent on account of the Prepetition First Lien Obligations until indefeasibly paid in full, and (II) the Prepetition Term Loan Priority Collateral or proceeds thereof shall be distributed first to the Prepetition First Lien Agent on account of the Prepetition First Lien Obligations until indefeasibly paid in full, with the balance distributed to the Revolver Administrative Agent on account of the Revolver Obligations until indefeasibly paid in full.

(f) To the extent the Carve Out Account is funded pursuant to Section 2.3(d) with cash proceeds of DIP Collateral, then, the Revolver Secured Parties and the Prepetition First Lien Secured Parties shall negotiate in good faith with respect to an allocation methodology so that the Revolver Secured Parties and the Prepetition First Lien Secured Parties effectively share the cost of funding the Carve Out.

(g) No portion of the Carve Out, any Cash Collateral or proceeds of the DIP Facility or DIP Collateral may be used for or in connection with (i) preventing, hindering, or delaying any of the DIP Agents' or other DIP Secured Parties' enforcement or realization upon the DIP Collateral following the expiration of the Remedies Notice Period, (ii) using or seeking to use Cash Collateral or selling or otherwise disposing of DIP Collateral in a manner not permitted by the DIP Loan Documents, or (iii) incurring any indebtedness other than the DIP Facilities, as otherwise permitted by the DIP Loan Documents or as authorized by the Court.

2.4 Prepetition Term Loan Secured Lenders' Adequate Protection.

(a) Adequate Protection Claims and Liens. The Prepetition Term Loan Secured Parties are entitled, pursuant to sections 361, 363(e), and 364(d)(1) of the Bankruptcy Code and *nunc pro tunc* to the Petition Date, to adequate protection of their respective interests in the Prepetition Collateral, including the Cash Collateral, in an amount equal to the aggregate Diminution in Value of the Prepetition Term Loan Secured Parties' respective interests in the Prepetition Collateral from and after the Petition Date (each such Prepetition Term Loan Secured Party's claim, a "Prepetition Term Loan Adequate Protection Claim"). On account of such Prepetition Term Loan Adequate Protection Claims, the Prepetition Term Loan Secured Parties are hereby granted the following, in each case subject to the Carve Out (collectively, the "Adequate Protection"):

(i) Prepetition Term Loan Adequate Protection Liens. The Prepetition Term Loan Secured Parties are hereby granted (effective and perfected upon the date of this Interim Order and without the necessity of any Perfection Act) valid and perfected postpetition replacement security interests in and liens upon the DIP Collateral (other than the Canadian Collateral) (the "Prepetition Term Loan Adequate Protection Liens"), which liens shall: (i) be subject and subordinate to the Carve Out and certain existing permitted liens; (ii) be senior to all other security interests in, liens on, or claims against the Prepetition Term Loan Priority Collateral, whether now existing or hereafter arising or acquired, but subject and subordinate, solely in the case of the Prepetition Term Loan Adequate Protection Liens granted in favor of the Prepetition 1.5 Lien Secured Parties and the Prepetition Second Lien Secured Parties, to the Prepetition Term Loan Adequate Protection Liens granted in favor of the Prepetition First Lien Secured Parties, the Prepetition First Lien Term Loan Liens, and DIP Term

Loan Liens; (iii) be junior to the security interests in, liens on, and claims against the Prepetition ABL Priority Collateral, whether now existing or hereafter arising or acquired, of the Revolver Secured Parties, the Prepetition ABL Secured Parties, and the Prepetition First Lien Secured Parties, including on account of the Prepetition Term Loan Adequate Protection Liens granted to the Prepetition First Lien Secured Parties; and (iv) in each case, for the avoidance of doubt, shall have the priorities set forth in **Exhibit D** hereto.

(ii) Adequate Protection Payments. The Debtors are authorized and directed to pay to the Prepetition First Lien Secured Parties on the last business day of each calendar month after the entry of the Interim Order, in each case in an amount equal to all accrued and unpaid prepetition or postpetition interest (at the non-default rate), fees, and costs under the Prepetition First Lien Credit Agreement. For the avoidance of doubt, the payment of interest pursuant to this paragraph shall be without prejudice to the rights of the Prepetition First Lien Secured Parties to assert claims for payment of interest at the default rate in accordance with the Prepetition First Lien Credit Agreement; and

(iii) Section 507(b) Claim. The Prepetition Term Loan Adequate Protection Claims granted to the Prepetition Term Loan Secured Parties shall also be allowed superpriority administrative expense claims pursuant to sections 503(b), 507(a), and 507(b) of the Bankruptcy Code (the “Superpriority Claim”), which Superpriority Claim shall be an allowed claim against each of the Debtors (jointly and severally), with priority (except as otherwise provided herein) over any and all administrative expenses and all other claims against the Debtors now existing or hereafter arising, of any kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and all other administrative expenses or other claims arising under any other provision of the Bankruptcy Code, including, without limitation, sections 105, 326, 327,

328, 330, 331, 503(b), 507(a), 507(b), or 1114 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other nonconsensual lien, levy, or attachment. The Superpriority Claims shall be payable from and have recourse to all pre- and post-petition property of the Debtors, subject to the Carve Out and the priorities set forth in **Exhibit D**.

(b) Reporting. The Debtors shall timely provide the Prepetition Secured Parties with (x) reasonable access to the Debtors' facilities, management, books, and records required under the Prepetition Documents and (y) copies of all financial reporting provided to the DIP Lenders pursuant to the DIP Documents substantially simultaneously with such delivery to the DIP Lenders.

(c) Fees and Expenses. The Debtors are authorized and directed to pay: (i) on the date of the first advance under the DIP Facilities, all outstanding prepetition reasonable and documented fees and out-of-pocket expenses of counsel and financial advisors to those certain Prepetition Secured Parties represented by Schulte Roth & Zabel LLP; and (ii) on an ongoing basis, from time to time after the Petition Date, and without duplication, all reasonable and documented fees and out-of-pocket expenses incurred by such Prepetition Secured Parties and required to be paid by the Debtors under the Prepetition Credit Agreements (but no more than one set of primary counsel for each of the Prepetition First Lien Secured Parties (taken as a whole) and the Prepetition Junior Lien Secured Parties (taken as a whole)), including the reasonable and documented fees and out-of-pocket expenses of (and their respective local counsel) (A)(i) Buchalter, P.C., counsel to the Prepetition ABL Agent, the Revolver Administrative Agent, and Wells in its capacity as a Revolver Lender, (ii) Goodmans LLP, as Canadian counsel to the Prepetition ABL Agent and Revolver Administrative Agent,

(iii) Burr & Forman LLP, as local counsel to the Prepetition ABL Agent and the Revolver Administrative Agent, and (iv) Vorys, Sater, Seymour and Pease LLP, as counsel to Fifth Third Bank, in its capacity as a Revolver Lender, (B) (i) Schulte Roth & Zabel LLP, counsel to certain of the Prepetition First Lien Secured Parties, (ii) Cassels Brock & Blackwell LLP, as Canadian counsel to the Prepetition First Lien Secured Parties, and (iii) Kikpatrick Townsend & Stockton LLP, as local counsel to the Prepetition First Lien Secured Parties, (C)(i) Kirkland & Ellis LLP, counsel to certain of the Prepetition Term Loan Secured Parties, (ii) Bennett Jones LLP, as Canadian counsel to certain of the Prepetition Term Loan Secured Parties, and (iii) Bryan Cave Leighton Paisner LLP, as local counsel to certain of the Prepetition Term Loan Secured Parties, and (D) PJT Partners, Inc., financial advisor to certain of the Prepetition Term Loan Secured Parties (such professionals, the “Adequate Protection Professionals,” and such fees and expenses, collectively, the “Adequate Protection Professional Fees and Expenses”).

(d) With respect to Adequate Protection Professional Fees and Expenses incurred postpetition, such Adequate Protection Professionals shall deliver an invoice in summary form (which shall not be required to include time entry detail and may be redacted for privileged information) to the Debtors, the U.S. Trustee, and any Committee, with a copy of such invoices delivered simultaneously to the DIP Lenders, the DIP Agent, and the Prepetition First Lien Agent. If no written objection is received by 12:00 p.m., prevailing Eastern Time, on the date that is ten (10) business days after delivery of such invoice to the Debtors, the U.S. Trustee, and any Committee, the Debtors shall promptly pay such fees and expenses in full. If an objection to a professional’s invoice is timely received, the Debtors shall promptly pay the undisputed amount of the invoice, and this Court shall have jurisdiction to determine the disputed portion of such invoice if the parties are unable to resolve the dispute consensually.

The Adequate Protection Professionals shall not be required to comply with the U.S. Trustee fee guidelines or file applications or motions with, or obtain approval of, the Court for the payment of any of their fees or out-of-pocket expenses (other than with respect to disputed amounts). Payments of any amounts set forth in this paragraph are not subject to recharacterization, avoidance, subordination, or disgorgement.

Section 3. Default; Waivers; Rights and Remedies; Relief from Stay.

3.1 Events of Default. The occurrence of (i) any “Event of Default” as that term is defined in each of the DIP Credit Agreements; (ii) any failure to meet or satisfy any Milestone in accordance with the applicable DIP Credit Agreement; (iii) the Maturity Date under any DIP Credit Agreement; or (iv) any material violation, breach, or default by any Debtor with respect to any of its obligations under this Interim Order, shall constitute a “DIP Termination Event” hereunder unless waived in writing by the applicable DIP Secured Parties and in accordance with the applicable DIP Loan Documents.

3.2 Debtors’ Waivers.

(a) Prior to the payment in full of all Prepetition Obligations and all DIP Obligations, any request by the Debtors with respect to the following shall also constitute a DIP Termination Event: (i) to obtain postpetition loans or other financial accommodations pursuant to section 364(c) or 364(d) of the Bankruptcy Code that does not provide for the repayment in full of the DIP Obligations, other than as provided in this Interim Order or as may be otherwise permitted pursuant to the DIP Loan Documents; (ii) to challenge the application of any payments authorized by this Interim Order pursuant to section 506(b) of the Bankruptcy Code; (iii) to file a motion seeking approval of any sale or restructuring transaction other than the Sale Transaction; (iv) to propose or support any challenge by any party in interest to seek to limit or prevent the DIP Lenders, the Prepetition Lenders, or the Purchaser from exercising their credit

bid rights in connection with the sale of any assets of the Debtors, including the Stalking Horse Credit Bid; or (v) to seek relief under the Bankruptcy Code, including, without limitation, under section 105 of the Bankruptcy Code, to the extent any such relief would restrict or impair (A) the rights and remedies of any of the DIP Agents or the DIP Lenders against the Debtors as provided in this Interim Order or any of the DIP Loan Documents or (B) the exercise of such rights or remedies by any of the DIP Agents or the DIP Lenders against the Debtors in accordance with the DIP Credit Agreements or this Interim Order; *provided, however*, that the DIP Agents may otherwise consent in writing, but no such consent shall be implied from any other action, inaction, or acquiescence by DIP Agents or any DIP Lender.

(b) Other than as contemplated by the Sale Motion, it shall also be a DIP Termination Event under the respective DIP Facility if, prior to the payment in full of such DIP Facility, the Debtors propose or support any chapter 11 plan or sale of all or substantially all of the Debtors' assets, or order confirming such plan or approving such sale, that is not conditioned upon the payment of the DIP Obligations (other than indemnities then due and payable) in full in cash and the payment of the Debtors' obligations with respect to the adequate protection hereunder, in full in cash, within a commercially reasonable period of time, and in any event no later than the effective date of such chapter 11 plan or sale, without the written consent of the DIP Agents and the DIP Lenders.

3.3 [Reserved].

3.4 Rights and Remedies upon a DIP Termination Event. During the period covered by this Interim Order, after five (5) calendar days following the delivery of a written notice of the occurrence of and during the continuance of a DIP Termination Event (the "Remedies Notice Period"), the DIP Agents shall each be entitled to independently take any act

or exercise any right or remedy as provided in this Interim Order or any DIP Loan Document, as applicable, including, without limitation, (i) declare all DIP Obligations owing under their respective DIP Loan Documents to be immediately due and payable; (ii) terminate, reduce, or restrict any commitment to extend additional credit to the Debtors to the extent any such commitment remains (including provision of any Letters of Credit); (iii) terminate the DIP Facilities and any DIP Loan Document as to any future liability or obligation of the DIP Secured Parties, but without affecting any of the DIP Obligations or the DIP Liens securing the DIP Obligations; (iv) terminate and/or revoke the Debtors' right, if any, under this Interim Order and the other DIP Loan Documents to use any Cash Collateral and all authority to use Cash Collateral shall cease; (v) invoke the right to charge interest at the default rate under the DIP Loan Documents; and/or (vi) stop lending; *provided* that any termination of the DIP Term Loan Facility or cessation of lending or exercise of remedies thereunder shall be subject to the funding of the Carve Out Cap pursuant to Section 2.3 herein. For the avoidance of doubt, notwithstanding the foregoing, during the Remedies Notice Period, the Debtors may use Cash Collateral in amounts that the Debtors have determined in good faith are necessary to the preservation of the Debtors and their Estates, including funding payroll and paying other administrative expenses, all in accordance with the Approved Budget, or that have otherwise been approved in advance in writing by the applicable DIP Lenders.

3.5 Modification of Automatic Stay. The automatic stay provisions of section 362 of the Bankruptcy Code and any other restriction imposed by an order of the Court or applicable law are hereby modified without further notice, application, or order of the Court to the extent necessary to (i) permit the DIP Agents to perform any act authorized or permitted under or by virtue of this Interim Order, the DIP Credit Agreements, or the other DIP Loan

Documents, as applicable, including, without limitation, (A) to implement the postpetition financing arrangements authorized by this Interim Order, (B) to take any act to create, validate, evidence, attach or perfect any lien, security interest, right or claim in the DIP Collateral, (C) to assess, charge, collect, advance, deduct and receive payments with respect to the Prepetition Obligations and DIP Obligations (or any portion thereof), including, without limitation, all interests, fees, costs, and expenses permitted under any of the DIP Loan Documents and apply such payments to the Prepetition Obligations, and (D) subject to the Remedies Notice Period, to take any action and exercise all rights and remedies provided to it by this Interim Order, the DIP Loan Documents, or applicable law; and (ii) permit the Purchaser to terminate the Stalking Horse Agreement in accordance with its terms and to deliver any notice or election contemplated thereunder. Notwithstanding the foregoing, the DIP Agents shall provide notice to the Prepetition Agents at least five (5) calendar days prior to the exercise of the actions outlined in clause (D) of this section.

Section 4. Representations and Covenants.

4.1 Reservation of Third Party Challenge Rights. The stipulations, releases, agreements, and admissions contained in this Interim Order, including, without limitation, paragraph E hereof, and the releases contained in clause (xii) thereof (collectively, the “Debtors’ Stipulations”), shall be binding on the Debtors in all circumstances. The Debtors’ Stipulations shall be binding on each other party in interest, including, without limitation, the Committee (if any), unless, and solely to the extent that (a) any such party in interest, including the Committee (if any), with standing and requisite authority has timely commenced an adversary proceeding or other appropriate contested matter (subject to the limitations contained herein, including, *inter alia*, in this Section 4.1) by no later than (i) the earlier of (A) if no Committee has been appointed, 75 calendar days from the date of entry of this Interim Order, (B) if a Committee has

been appointed, 60 calendar days after the date of formation of such Committee, or (C) the date objections to the Sale Transaction are due, and (ii) any such later date as has been agreed to, in writing, by the applicable Prepetition Agent (with the consent of the applicable Prepetition Secured Parties) (such time period established by the foregoing clauses (i) and (ii), the “Challenge Period”) against the Prepetition Secured Parties in connection with matters related to the Prepetition Credit Agreements, the Prepetition Obligations, the Prepetition Liens, and the Prepetition Collateral, and notwithstanding the ABL Refinancing, including by (A) objecting to or challenging the amount, validity, perfection, enforceability, priority, or extent of the Prepetition Obligations or Prepetition Liens, or (B) otherwise asserting or prosecuting any action for preferences, fraudulent transfers or conveyances, other avoidance power claims or any other claims, counterclaims, or causes of action, objections, contests, or defenses with respect to the Prepetition Obligations or Prepetition Liens (a “Challenge Proceeding”) and (b) there is a final, non-appealable order in favor of the plaintiff sustaining any Challenge Proceeding in any such timely filed adversary proceeding or contested matter; *provided* that any pleadings filed in connection with any Challenge Proceeding shall set forth with specificity the basis for such Challenge and any challenges or claims not so specified prior to the expiration of the Challenge Period shall be deemed forever waived, released, and barred. For the avoidance of doubt, a party in interest’s commencement of a timely Challenge Proceeding shall preserve the Challenge Period only with respect to such party in interest commencing the Challenge Proceeding. If no such Challenge Proceeding is timely commenced, then: (v) the Debtors’ stipulations, admissions, agreements, and releases contained in this Interim Order, including, without limitation, those contained in paragraph E of this Interim Order, and the releases contained in clause (xii) thereof, shall be binding on all parties in interest, (w) any and all Challenge

Proceedings by any party (including, without limitation, the Committee, any chapter 11 trustee, or any examiner and/or other estate representative appointed or elected in these Cases, and any chapter 7 trustee and/or examiner or other estate representative appointed or elected in any Successor Case) shall be deemed to be forever waived, released, and barred; (x) to the extent not theretofore repaid, the Prepetition Obligations shall constitute allowed claims, not subject to counterclaim, setoff, subordination, recharacterization, reduction, defense or avoidance, for all purposes in these Cases and any subsequent chapter 7 case; (y) the Prepetition Liens on the Prepetition Collateral shall be deemed to have been, as of the Petition Date, and to be, legal, valid, binding, perfected and of the priority specified in paragraph E hereof, not subject to defense, counterclaim, recharacterization, subordination or avoidance; and (z) the obligations under the Prepetition Credit Agreements and the Prepetition Liens on the Prepetition Collateral shall not be subject to any other or further challenge by the Debtors, the Committee (if any) or any other party in interest, each of whom shall be enjoined from seeking to exercise the rights of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any estate representative or a chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors with respect thereto). If any Challenge Proceeding is timely commenced, the stipulations, releases, agreements, and admissions contained in paragraph E of this Interim Order, and the releases contained in clause (xii) thereof, shall nonetheless remain binding and preclusive (as provided in this paragraph) on the Debtors, the Committee (if any), and any other person or entity, except as to any such findings and admissions that were expressly and successfully challenged in such Challenge Proceeding as set forth in a final, non-appealable order of a court of competent jurisdiction. Nothing in this Interim Order vests or confers on any Person (as defined in the Bankruptcy Code), including the Committee (if any), standing or

authority to pursue any cause of action belonging to the Debtors or their estates, including, without limitation, claims and defenses with respect to the Prepetition Credit Agreements or the Prepetition Liens on the Prepetition Collateral.

4.2 Revolver Administrative Agent Support of Restructuring Transactions.

The Revolver Administrative Agent confirms and agrees that it shall:

- (a) support the Restructuring Transactions in the form of:
 - (i) providing the Revolver Facility pursuant to the terms and conditions in the Revolver Loan Documents;
 - (ii) not objecting to the Sale Transaction;
 - (iii) not objecting to the Purchaser's right to credit bid the Prepetition Obligations under the Junior Credit Agreements and the DIP Obligations under the DIP Term Loan Agreement, including the Stalking Horse Credit Bid;
 - (iv) not objecting to the Sale Motion, Bidding Procedures Order, or the order approving the Sale Transaction (the "Sale Order"); *provided* that, for the avoidance of doubt, none of the foregoing (a)(i)-(iv) shall in any way affect the Revolver Secured Parties' rights under the Revolver DIP Documents, including, *inter alia*, their consent and approval rights with respect to the form and substance of the Bidding Procedures Order and the Sale Order and the Revolver Secured Parties' right to file, and be heard regarding, an objection on that basis; and
- (b) not object to, impede, or take any action to interfere with:
 - (i) the acceptance, implementation, or consummation of the Restructuring Transactions;
 - (ii) the Purchaser's right to credit bid the Prepetition

Obligations under the Junior Credit Agreements and the DIP Obligations under the DIP Term Loan Agreement, including the Stalking Horse Credit Bid; *provided* that, for the avoidance of doubt, none of the foregoing (b)(i)-(ii) shall in any way affect the Revolver Secured Parties' rights under the Revolver DIP Documents, including, *inter alia*, their consent and approval rights with respect to the form and substance of the Bidding Procedures Order and the Sale Order and the Revolver Secured Parties' right to file, and be heard regarding, an objection on that basis; and

(c) use commercially reasonable efforts as a commercial lender to obtain approvals for the Exit Revolving Facility (as defined in the Restructuring Support Agreement in effect as of the date hereof) and negotiate in good faith the definitive documentation for the Exit Revolving Facility by no later than the hearing on the bidding procedures contemplated by the Sale Motion.

Section 5. Other Rights and DIP Obligations.

5.1 No Modification or Stay of this Interim Order. The DIP Agents and the DIP Lenders have acted in good faith in connection with the DIP Facilities and with this Interim Order, and their reliance on this Interim Order is in good faith, and the DIP Agents and the DIP Lenders are entitled to the protections of Bankruptcy Code section 364(e).

5.2 Rights of Access and Information. The Debtors shall comply with the rights of access and information afforded to the DIP Secured Parties under the DIP Loan Documents and the Prepetition Secured Parties under the Prepetition Loan Documents.

5.3 Power to Waive Rights; Duties to Third Parties.

(a) Subject to the terms of the DIP Loan Documents, the DIP Agents shall have the right (acting at the direction of the Required Lenders (as defined in the applicable DIP Loan Documents) if so required by the applicable DIP Loan Documents) to waive any of the terms, rights, and remedies provided or acknowledged in this Interim Order that are in favor of

the DIP Lenders (the “DIP Lender Rights”), and shall have no obligation or duty to any other party with respect to the exercise or enforcement, or failure to exercise or enforce, any DIP Lender Right(s); *provided* that the DIP Agents shall obtain the prior written consent of the Prepetition First Lien Agent for any waiver that affects any rights of the Prepetition First Lien Secured Parties hereunder or any treatment of the Prepetition First Lien Obligations. Any waiver by the DIP Agents of any DIP Lender Rights shall not be nor shall it constitute a continuing waiver unless otherwise expressly provided therein. Any delay in or failure to exercise or enforce any DIP Lender Right shall neither constitute a waiver of such DIP Lender Right, subject the DIP Agents or any DIP Lender to any liability to any other party, nor cause or enable any party other than the Debtors to rely upon or in any way seek to assert as a defense to any obligation owed by the Debtors to the DIP Agents or any DIP Lender.

(b) The Prepetition Agents shall have the right to waive any of the terms, rights, and remedies provided or acknowledged in this Interim Order that are in favor of the Prepetition Lenders (the “Prepetition Lender Rights”), and shall have no obligation or duty to any other party with respect to the exercise or enforcement, or failure to exercise or enforce, any Prepetition Lender Right(s). Any waiver by the Prepetition Agents of any Prepetition Lender Rights shall not be nor shall it constitute a continuing waiver unless otherwise expressly provided therein. Any delay in or failure to exercise or enforce any Prepetition Lender Right shall neither constitute a waiver of such Prepetition Lender Right, subject the Prepetition Agents or any Prepetition Lender to any liability to any other party, nor cause or enable any party other than the Debtors to rely upon or in any way seek to assert as a defense to any obligation owed by the Debtors to the Prepetition Agents or any Prepetition Lender.

5.4 No Unauthorized Disposition of Collateral; Use of Cash Collateral. The Debtors shall not sell, transfer, lease, encumber, use, or otherwise dispose of any portion of the DIP Collateral (including inventory and Cash Collateral), other than pursuant to the terms of this Interim Order or as permitted by the DIP Loan Documents, and the Debtors are authorized to use Cash Collateral in a manner consistent with this Interim Order, the Approved Budget and the DIP Loan Documents (including the permitted variances and exclusions to the Approved Budget permitted thereunder). Notwithstanding the foregoing, no more than \$50,000 of the proceeds of the DIP Facilities, DIP Collateral, or Cash Collateral may be used by any Committee in connection with the investigation of, but not litigation, or any objection or challenge to, the Prepetition Liens or Prepetition Obligations (the “Investigation Budget”).

5.5 No Waiver. The failure of the DIP Lenders or the Prepetition Lenders, as applicable, to seek relief or otherwise exercise their rights and remedies under the DIP Loan Documents, the DIP Facilities, the Prepetition Documents, the Prepetition Facilities, or the Interim Order, as applicable, shall not constitute a waiver of any of the DIP Lenders’ or Prepetition Lenders’ rights hereunder, thereunder, or otherwise. Notwithstanding anything herein, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair the rights of the DIP Lenders or the Prepetition Lenders under the Bankruptcy Code or under non-bankruptcy law, including, without limitation, the rights of the DIP Lenders and the Prepetition Lenders to: (a) request conversion of the Cases to cases under chapter 7, dismissal of the Cases, or the appointment of a trustee in the Cases; (b) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a plan; or (c) exercise any of the rights, claims, or privileges (whether legal, equitable, or otherwise) of the DIP Lenders or the Prepetition Lenders.

5.6 Maintenance of Collateral. Unless the DIP Agents, acting at the direction of the applicable Required Lenders (as defined in the DIP Loan Documents), otherwise consent in writing, until (i) the payment in full or otherwise acceptable satisfaction of all DIP Obligations and (ii) the termination of the DIP Agents' and the DIP Lenders' obligations to extend credit under the DIP Facilities, the Debtors shall comply with the covenants contained in the DIP Loan Documents regarding the maintenance and insurance of the DIP Collateral. Upon entry of this Interim Order and to the fullest extent provided by applicable law, each of the DIP Agents (on behalf of the applicable DIP 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 that in any way relates to the DIP Collateral.

5.7 Reservation of Rights. The terms, conditions, and provisions of this Interim Order are in addition to and without prejudice to the rights of each DIP Secured Party and Prepetition Secured Party, subject to the DIP Intercreditor Agreement and the Prepetition Intercreditor Agreement, as applicable, to pursue any and all rights and remedies under the Bankruptcy Code, the DIP Loan Documents, the Prepetition Documents, or any other applicable agreement or law, including, without limitation, rights to seek adequate protection and/or additional or different adequate protection, to seek relief from the automatic stay, to seek an injunction, to oppose any request for use of cash collateral or granting of any interest in the DIP Collateral or the Prepetition Collateral, as applicable, or priority in favor of any other party, to object to any sale of assets, and to object to applications for allowance and/or payment of compensation of professionals or other parties seeking compensation or reimbursement from the Estates.

5.8 Binding Effect.

(a) All of the provisions of this Interim Order and the DIP Loan Documents, the DIP Obligations, all liens, and claims granted hereunder in favor of each of the DIP Secured Parties and the Prepetition Secured Parties, and any and all rights, remedies, privileges, immunities and benefits in favor of each DIP Agent, DIP Lender, and Prepetition Secured Party set forth herein, including, without limitation, the parties' acknowledgements, stipulations, and agreements in Section E of this Interim Order, subject to Section 4.1 hereof (without each of which the DIP Secured Parties would not have entered into or provided funds under the DIP Loan Documents and the Prepetition Secured Parties would not have consented to the priming of the Prepetition Liens as set forth herein and use of Cash Collateral provided for hereunder) provided or acknowledged in this Interim Order, and any actions taken pursuant thereto, shall be effective and enforceable *nunc pro tunc* to the Petition Date immediately upon entry of this Interim Order and not subject to any stay of execution or effectiveness (all of which are hereby waived), notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062, and 9024, or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, shall continue in full force and effect, and shall survive entry of any other order or action, including, without limitation, any order which may be entered confirming any chapter 11 plan providing for the refinancing, repayment, or replacement of the DIP Obligations, converting one or more of the Cases to any other chapter under the Bankruptcy Code, dismissing one or more of the Cases, approving any sale of any or all of the DIP Collateral or the Prepetition Collateral, or vacating, terminating, reconsidering, revoking, or otherwise modifying this Interim Order or any provision hereof; *provided* that in the event a Final Order is entered, the terms and conditions of such Final Order shall control over this Interim Order; *provided further* that such Final Order must affirm

each of the provisions, protections, grants, statements, stipulations, and agreements in this Interim Order in order for such provisions, protections, grants, statements, stipulations, and agreements to remain in effect after entry of the Final Order.

(b) No order dismissing one or more of the Cases under section 1112 or otherwise may impair the DIP Superpriority Claim, the Superpriority Claim, and the DIP Secured Parties' and the Prepetition Secured Parties' respective liens on and security interests in the DIP Collateral and the Prepetition Collateral, respectively, and all other claims, liens, adequate protections, and other rights granted pursuant to the terms of this Interim Order, which shall continue in full force and effect notwithstanding such dismissal until the DIP Obligations and Prepetition Obligations are indefeasibly paid and satisfied in full. Notwithstanding any such dismissal, this Court shall retain jurisdiction for the purposes of enforcing all such claims, liens, protections, and rights referenced in this paragraph and otherwise in this Interim Order.

(c) Except as set forth in this Interim Order, in the event this Court modifies, reverses, vacates, or stays any of the provisions of this Interim Order or any of the DIP Loan Documents following a Final Hearing, such modifications, reversals, vacatur, or stays shall not affect the (i) validity, priority, or enforceability of any DIP Obligations incurred prior to the actual receipt of written notice by the DIP Agents or Prepetition Agents, as applicable, of the effective date of such modification, reversal, vacatur, or stay, (ii) validity, priority, or enforceability of the DIP Liens or the DIP Superpriority Claims, or (iii) rights or priorities of any DIP Agent or DIP Lender pursuant to this Interim Order with respect to the DIP Collateral or any portion of the DIP Obligations.

(d) This Interim Order shall be binding upon the Debtors, the Prepetition Obligors, all parties in interest in the Cases, and their respective successors and

assigns, including, without limitation, (i) any trustee or other fiduciary appointed in the Cases or any subsequently converted bankruptcy case(s) of any Debtor and (ii) any liquidator, receiver, administrator, or similar such person or entity appointed in any jurisdiction or under any applicable law. This Interim Order shall also inure to the benefit of the Debtors, DIP Agents, DIP Lenders, Prepetition Secured Parties, and each of their respective successors and assigns.

5.9 Discharge. The DIP Obligations and the obligations of the Debtors with respect to adequate protection hereunder, including granting the Prepetition Term Loan Adequate Protection Liens and the Prepetition Term Loan Adequate Protection Claims, shall not be discharged by the entry of an order confirming any plan of reorganization in any of these Cases, notwithstanding the provisions of section 1141(d) of the Bankruptcy Code, unless such obligations have been indefeasibly paid in full in cash, on or before the effective date of such confirmed plan of reorganization, or each of the DIP Secured Parties or the Prepetition Secured Parties, as applicable, has otherwise agreed in writing.

5.10 No Priming of Prepetition Obligations. Notwithstanding anything to the contrary herein, from and after the entry of this Interim Order, absent the express written consent of the Prepetition Lenders, no Debtor shall seek authorization from this Court to obtain or incur any Indebtedness or enter into an alternative financing facility other than the DIP Facilities (a “Competing DIP Facility”) seeking to impose liens on any Prepetition Collateral ranking on a *pari passu* or priming basis with respect to the Prepetition Liens held by the Prepetition Lenders; *provided*, however, that nothing herein shall preclude the Debtors from seeking authorization to incur any Indebtedness or enter into any Competing DIP Facility that provides for the payment in full of the Prepetition Obligations.

5.11 Section 506(c) Waiver. No costs or expenses of administration which have been or may be incurred in these Cases at any time (including, without limitation, any costs and expenses incurred in connection with the preservation, protection, or enhancement of value by the DIP Agents or the DIP Lenders upon the DIP Collateral, or by the Prepetition Secured Parties upon the Prepetition Collateral, as applicable) shall be charged against any of the DIP Agents, DIP Lenders, or Prepetition Secured Parties, or any of the DIP Obligations or Prepetition Obligations or the DIP Collateral or the Prepetition Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code or otherwise without the prior express written consent of the affected DIP Secured Parties and/or affected Prepetition Secured Parties, in their sole discretion, and no such consent shall be implied, directly or indirectly, from any other action, inaction, or acquiescence by any such agents or creditors (including, without limitation, consent to the Carve Out or the approval of any budget hereunder). Notwithstanding the foregoing, the waiver provided in this Section 5.11 as to the Prepetition Secured Parties, the Prepetition Obligations, and the Prepetition Collateral is subject to the entry of a Final Order providing such relief.

5.12 Section 552(b) Waiver. The Debtors have agreed as a condition to obtaining financing under the DIP Facilities and using Cash Collateral that, subject to entry of the Final Order, the Prepetition Secured Parties are and shall each be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code and that the “equities of the case” exception under section 552(b) shall not apply to the DIP Agents, the DIP Lenders, the DIP Obligations, and, subject to entry of the Final Order, the Prepetition Secured Parties, or the Prepetition Obligations.

5.13 No Marshaling/Application of Proceeds.

(a) In no event shall the DIP Agents, the DIP Lenders, or, subject to

the entry of the Final Order, the Prepetition Secured Parties be subject to the equitable doctrine of “marshaling” or any similar doctrine with respect to the DIP Collateral or the Prepetition Collateral, as applicable, and all proceeds shall be received and applied in accordance with the DIP Loan Documents and the Prepetition Credit Agreements, as applicable.

(b) Notwithstanding anything to the contrary in this Interim Order, but subject in all respects to the priorities set forth on Exhibit D hereto and the DIP Intercreditor Agreement, the respective DIP Obligations shall be satisfied from the proceeds of DIP Collateral constituting property of those Debtors located in the United States before looking to the Canadian Collateral; *provided, however*, that the foregoing shall not apply to the Canadian DIP Sub-Facility or the Prepetition ABL Canadian Sub-Facility.

5.14 Relief Subject to a Final Order. For the avoidance of doubt, nothing in this Interim Order shall be deemed to grant or approve (a) a waiver of the Debtors’ ability to surcharge against any Prepetition Collateral pursuant to section 506(c) of the Bankruptcy Code; (b) any right of the Debtors under the “equities of the case” exception in section 552(b) of the Bankruptcy Code with respect to any of the Prepetition Secured Parties; (c) except as provided in Section 5.13 hereof, the application of the equitable doctrine of “marshaling” or any similar doctrine with respect to the DIP Collateral or the Prepetition Collateral; or (d) a lien on or superpriority claim against the Avoidance Proceeds.

5.15 Payment of DIP Lender Fees and Expenses.

(a) The Debtors shall pay (i) the reasonable and documented fees and expenses reimbursable under the DIP Facilities, the DIP Credit Agreements, or the other DIP Loan Documents, as applicable, whether incurred before or after the Petition Date and (ii) all reasonable and documented out-of-pocket costs and expenses of the DIP Secured Parties

including, without limitation, reasonable and documented fees and disbursements of counsel in connection with the enforcement or preservation of any rights under the DIP Facilities, the DIP Credit Agreements, or the other DIP Loan Documents.

(b) Under no circumstances shall professionals for any of the DIP Secured Parties be required to comply with the U.S. Trustee fee guidelines or otherwise be required to file a fee or retention application with the Court. The Debtors shall promptly pay, and/or the DIP Agents are hereby authorized to make an advance under the DIP Loan Documents to timely pay, the submitted invoices for any of the DIP Secured Parties in accordance with the procedures set forth in Section 2.4(c).

5.16 Limits on Lender Liability.

(a) In determining to make any loan under the DIP Credit Agreements, authorizing the use of Cash Collateral or in exercising any rights or remedies as and when permitted pursuant to this Interim Order or the DIP Loan Documents, the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties shall not be deemed to (i) be in control of the operations of the Debtors or to be acting as a “controlling person,” “responsible person,” or “owner or operator” with respect to the operation or management of the Debtors, so long as the such party’s actions do not constitute, within the meaning of 42 U.S.C. § 9601(20)(F), actual participation in the management or operational affairs of a facility owned or operated by a Debtor, or otherwise cause liability to arise to the federal or state government or the status of responsible person or managing agent to exist under applicable law (as such terms, or any similar terms, are used in the Internal Revenue Code, WARN Act, the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., as amended, or any similar federal or state statute) or (ii) owe any fiduciary duty to any of the

Debtors. Furthermore, nothing in this Interim Order shall in any way be construed or interpreted to impose or allow the imposition upon any of the DIP Secured Parties or the Prepetition Secured Parties of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors and their respective affiliates (as defined in section 101(2) of the Bankruptcy Code).

(b) Nothing in this Interim Order or the DIP Loan Documents shall permit the Debtors to violate 28 U.S.C. § 959(b).

(c) As to the United States, its agencies, departments, or agents, nothing in this Interim Order or the DIP Loan Documents shall discharge, release or otherwise preclude any valid right of setoff or recoupment that any such entity may have.

5.17 Release. Each of the Debtors, their Estates, the Borrowers, the Guarantors, and the Prepetition Obligor, on their own behalf and on behalf of each of their past, present and future predecessors, successors, heirs, subsidiaries, and assigns, hereby forever, unconditionally, permanently, and irrevocably release, discharge, and acquit each of the DIP Secured Parties, and each of their respective successors, assigns, affiliates, parents, subsidiaries, partners, controlling persons, representatives, agents, attorneys, advisors, financial advisors, consultants, professionals, officers, directors, members, managers, shareholders, and employees, past, present and future, and their respective heirs, predecessors, successors and assigns (collectively, the “Released Parties”) of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, expenses (including, without limitation, attorneys’ fees), debts, liens, actions, and causes of action of any and every nature whatsoever, whether arising in law or otherwise, and whether known or unknown, matured or contingent, arising under, in connection with, or relating to the DIP Facilities or the DIP Loan Documents,

including, without limitation, (a) any so-called “lender liability” or equitable subordination claims or defenses, (b) any and all “claims” (as defined in the Bankruptcy Code) and causes of action arising under the Bankruptcy Code, and (c) any and all offsets, defenses, claims, counterclaims, set off rights, objections, challenges, causes of action, and/or choses in action of any kind or nature whatsoever, whether arising at law or in equity, including any recharacterization, recoupment, subordination, avoidance, or other claim or cause of action arising under or pursuant to section 105 or chapter 5 of the Bankruptcy Code or under any other similar provisions of applicable state, federal, or foreign law, including, without limitation, any right to assert any disgorgement or recovery, in each case, with respect to the extent, amount, validity, enforceability, priority, security, and perfection of any of the DIP Obligations, the DIP Loan Documents, or the DIP Liens, and further waive and release any defense, right of counterclaim, right of setoff, or deduction to the payment of the DIP Obligations that the Debtors now have or may claim to have against the Released Parties, arising under, in connection with, based upon, or released to any and all acts, omissions, conduct undertaken, or events occurring prior to entry of this Interim Order.

5.18 Survival. The provisions of this Interim Order, the validity, priority, and enforceability of the DIP Liens, the DIP Superpriority Claims, the Prepetition Term Loan Adequate Protection Liens, the Superpriority Claims, and any actions taken pursuant hereto shall survive, and shall not be modified, impaired or discharged by, entry of any order that may be entered (a) confirming any plan of reorganization in any of these Cases, (b) converting any or all of these Cases to a case under chapter 7 of the Bankruptcy Code, (c) dismissing any or all of these Cases, (d) terminating the joint administration of these Cases or any other act or omission, (e) approving the sale of any DIP Collateral pursuant to section 363(b) of the Bankruptcy Code

(except to the extent permitted by the DIP Loan Documents), or (f) pursuant to which the Court abstains from hearing any of these Cases. The terms and provisions of this Interim Order, including the claims, liens, security interests, and other protections (as applicable) granted to the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties pursuant to this Interim Order, notwithstanding the entry of any such order, shall continue in any of these Cases, following dismissal of any of these Cases or any Successor Cases, and shall maintain their priority as provided by this Interim Order until (i) in respect of the DIP Facilities, all of the DIP Obligations, pursuant to the DIP Loan Documents and this Interim Order, have been indefeasibly paid in full in cash (such payment being without prejudice to any terms of provisions contained in the DIP Facilities which survive such discharge by their terms) and all commitments to extend credit under the DIP Facilities are terminated, and (ii) in respect of the Prepetition Obligations, all of the adequate protection obligations owed to the Prepetition Secured Parties provided for in this Interim Order and under the Prepetition Credit Agreements have been indefeasibly paid in full in cash.

5.19 Proofs of Claim. None of the Prepetition Secured Parties shall be required to file proofs of claim in any of these Cases or subsequent cases of any of the Debtors under any chapter of the Bankruptcy Code, and the Debtors' Stipulations in this Order shall be deemed to constitute a timely filed proof of claim against the applicable Debtor(s). Notwithstanding the foregoing, any Prepetition Agent (on behalf of itself and the Prepetition Lenders) is hereby authorized and entitled, in its discretion, but not required, to file (and amend and/or supplement, as applicable) a master proof of claim for any claims of any of the Prepetition Secured Parties arising from the Prepetition Credit Agreements or in respect of the Prepetition Obligations;

provided, however, that nothing in this Order shall waive the right of any Prepetition Lender to file its own proof of claim against any of the Debtors.

5.20 No Third Party Rights. Except as specifically provided for herein, this Interim Order does not create any rights for the benefit of any third party, creditor, equity holders, or any direct, indirect, or incidental beneficiary.

5.21 No Avoidance. No obligations incurred or payments or other transfers made by or on behalf of the Debtors on account of the DIP Facilities shall be avoidable or recoverable from the DIP Agents or the DIP Lenders under any section of the Bankruptcy Code, or any other federal, state, or other applicable law, provided that nothing within this paragraph is intended to limit or curtail the provisions of section 4.1 hereof, with respect to the Prepetition Obligations.

5.22 Reliance on Order. All postpetition advances under the DIP Loan Documents are made in reliance on this Interim Order.

5.23 Payments Free and Clear. Any and all payments or proceeds remitted to the DIP Agents on behalf of the applicable DIP Secured Parties or, subject to Section 4.1 hereof, the Prepetition Agents on behalf of the applicable Prepetition Secured Parties, pursuant to the provisions of this Interim Order, any subsequent order of this Court or the DIP Loan Documents, shall, subject to the terms of this Section 5.23, be irrevocable, received free and clear of any claims, 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) of the Bankruptcy Code or section 552(b) of the Bankruptcy Code, whether asserted or assessed by, through or on behalf of the Debtors, and in the case of payments made or proceeds remitted after the delivery of a Trigger Notice, subject to the Carve Out in all respects.

5.24 Limited Effect. In the event of a conflict between the terms and provisions of any of the DIP Loan Documents (including the DIP Intercreditor Agreement) and this Interim Order, the terms and provisions of this Interim Order shall govern. With respect to the Revolver Facility, (a) the rights and obligations of the Revolver Secured Parties, on the one hand, and the Loan Parties (as defined in the Revolver DIP Agreement), on the other hand, under the Revolver Facility shall be governed solely and exclusively by the terms and conditions of this Interim Order and the Revolver DIP Documents and (b) for the avoidance of doubt, (i) the Restructuring Support Agreement shall not bind or commit any of the Revolver Secured Parties that do not execute such document in any way, and (ii) in the event of any conflict between the terms and conditions of this Interim Order and any Revolver DIP Document, on the one hand, and the terms and conditions of the Restructuring Support Agreement, on the other hand, with respect to the Revolver Facility, the terms and conditions of this Interim Order and the applicable Revolver DIP Documents shall govern.

5.25 Headings. Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Interim Order.

5.26 Bankruptcy Rules. The requirements of Bankruptcy Rules 4001, 6003, and 6004, in each case to the extent applicable, are satisfied by the contents of the Motion.

5.27 General Authorization. The Debtors, the DIP Secured Parties, and the Prepetition Secured Parties are authorized to take any and all actions necessary to effectuate the relief granted in this Interim Order.

5.28 Retention of Exclusive Jurisdiction. This Court shall retain exclusive jurisdiction and power with respect to all matters arising from or related to the implementation or

interpretation of this Interim Order, the DIP Credit Agreements, and the other DIP Loan Documents.

5.29 Final Hearing and Response Dates. The Final Hearing on the Motion pursuant to Bankruptcy Rule 4001(c)(2) will be held on August 27, 2019, at 10:00 a.m., prevailing Eastern Time. The Debtors shall promptly mail copies of this Interim Order to the Notice Parties, and to any other party that has filed a request for notices with this Court and to any Committee after same has been appointed, or the Committee's counsel if same shall have filed a request for notice. The Debtors may serve the Motion and the Interim Order without the exhibits attached thereto as such exhibits are voluminous and available, free of charge, at <https://cases.primeclerk.com/jackcooper>, and such notice is deemed good and sufficient and no further notice need be given. Any party in interest objecting to the relief sought at the Final Hearing shall serve and file written objections, which objections shall be served upon (a) proposed counsel to the Debtors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York New York 10019, Attn: Kelley A. Cornish, Brian S. Hermann, and John T. Weber and King & Spalding LLP, 1180 Peachtree St., NE, Atlanta, GA 30309, Attn: Sarah Borders; (b) counsel to the Prepetition ABL Agent and the Revolver Administrative Agent, Buchalter, P.C., 1000 Wilshire Boulevard, 15th Floor, Los Angeles, California 90017, Attn: Ariel Berrios and Julian Gurule; (c) counsel to the DIP Term Administrative Agent and DIP Term Lenders, Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: Marc Kieselstein and Alexandra Schwarzman, and 601 Lexington Avenue, New York, New York 10022, Attn: Jonathan S. Henes; (d) counsel to the Prepetition First Lien Secured Parties, Schulte Roth & Zabel LLP, 919 Third Avenue, New York, New York 10022, Attn: Adam C. Harris and Lucy F. Kweskin; (e) any Committee; and (f) the U.S.

Trustee, Attn: Tom Dworschak; and shall be filed with the Clerk of the United States Bankruptcy Court for the Northern District of Georgia, in each case, to allow actual receipt of the foregoing no later than 4:00 p.m. (prevailing Eastern Time), on August 20, 2019.

***** END OF DOCUMENT *****

Prepared and presented by:

/s/ Sarah R. Borders

Sarah R. Borders

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-and-

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Proposed Counsel for the Debtors in Possession

EXHIBIT A

Revolver DIP Agreement

[Attached to the DIP Motion]

EXHIBIT B

DIP Term Loan Agreement

[Attached to the DIP Motion]

EXHIBIT C

Initial DIP Budget

Jack Cooper Investments, Inc.
13-Week Cash Flow Forecast

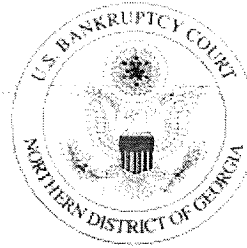
Forecast Week Number																												
Week Beg (Mon)	1	2	3	4	5	6	7	8	9	10	11	12	13															
Week End (Fri)	8/5/2019	8/12/2019	8/19/2019	8/26/2019	9/2/2019	9/9/2019	9/16/2019	9/23/2019	9/30/2019	10/7/2019	10/14/2019	10/21/2019	10/28/2019															
8/2/2019	8/9/2019	8/16/2019	8/23/2019	8/30/2019	9/6/2019	9/13/2019	9/20/2019	9/27/2019	10/4/2019	10/11/2019	10/18/2019	10/25/2019	11/1/2019															
Cash Flow (\$ in 000's)																												
JCT Receipts	\$	7,214	\$	7,057	\$	6,843	\$	8,311	\$	9,331	\$	9,321	\$	8,755	\$	8,099	\$	9,097	\$	9,170	\$	9,203	\$	9,191	\$	9,408	\$	111,000
JCT Operating Disbursements																												
Payroll		(3,312)		(3,040)		(3,308)		(3,230)		(3,397)		(3,791)		(3,397)		(3,318)		(3,397)		(3,839)		(3,421)		(3,318)		(3,426)		(44,102)
Accounts Payable		(2,127)		(1,285)		(872)		(872)		(1,569)		(2,049)		(1,630)		(1,630)		(1,630)		(2,091)		(1,672)		(1,672)		(1,672)		(20,770)
Fuel		(766)		(895)		(895)		(960)		(960)		(905)		(905)		(878)		(878)		(947)		(947)		(981)		(981)		(11,899)
Pension		(12)		(238)		-		(12)		(12)		(41)		(197)		-		-		(17)		(233)		-		-		(750)
Health & Welfare		-		(214)		(2,222)		-		-		(52)		(2,675)		-		-		(52)		(3,324)		-		-		(8,540)
Workers Compensation Insurance		-		(23)		(150)		-		(1,494)		(35)		-		(200)		(1,494)		-		(24)		(350)		(30)		(3,801)
Corporate Insurance (Liability, Auto, D&O)		-		(8)		(53)		(63)		(926)		(60)		-		-		(990)		-		(8)		(53)		(340)		(2,501)
Non-Union Health Insurance		(2)		(15)		(737)		(2)		(2)		(15)		(737)		(2)		(52)		(15)		(2)		(737)		(2)		(2,316)
Property & Equipment Leases		-		(377)		-		(617)		(590)		(186)		(191)		(541)		(666)		-		(377)		(541)		(615)		(4,706)
Logding		(119)		(119)		(119)		(152)		(152)		(152)		(152)		(155)		(155)		(155)		(155)		(166)		(166)		(1,919)
Taxes		(8)		(12)		(10)		(854)		(52)		(52)		-		(1)		(36)		-		(99)		(1)		(118)		(1,188)
Total Operating Disbursements	\$	(6,345)	\$	(6,225)	\$	(8,356)	\$	(6,750)	\$	(9,012)	\$	(7,339)	\$	(9,883)	\$	(6,724)	\$	(9,298)	\$	(7,117)	\$	(10,262)	\$	(7,817)	\$	(7,349)	\$	(102,478)
Net Operating Cash Flow from CT Services & NAT	\$	105	\$	105	\$	105	\$	105	\$	132	\$	132	\$	132	\$	132	\$	101	\$	101	\$	93	\$	93	\$	96	\$	1,429
Net Operating Cash Flow	\$	974	\$	937	\$	1,408	\$	1,667	\$	450	\$	2,114	\$	(995)	\$	1,506	\$	(100)	\$	2,146	\$	(965)	\$	1,467	\$	2,155	\$	9,948
Non-Operating Activities																												
Capital Expenditures		(196)		(196)		(196)		(196)		(583)		(339)		(583)		(196)		(196)		(583)		(196)		(196)		(583)		(4,243)
Debt Principal Payments		-		-		-		(7)		-		-		-		-		(6)		-		-		-		(7)		(203)
Debt Interest Payments & Fees		(688)		-		(312)		(1,532)		-		-		-		(1,830)		(1,830)		-		-		-		(1,918)		(6,242)
Professional Fees		(1,115)		(2,060)		-		(1,100)		(150)		(480)		-		(900)		(210)		(3,055)		-		-		(350)		(9,426)
Other Non-Operating		(377)		-		-		-		-		-		-		-		-		(1,100)		-		-		(250)		(1,729)
Total Non-Operating Disbursements	\$	(2,376)	\$	(2,256)	\$	(196)	\$	(1,608)	\$	(2,272)	\$	(819)	\$	(583)	\$	(1,096)	\$	(2,243)	\$	(4,738)	\$	(196)	\$	(196)	\$	(3,108)	\$	(21,689)
Net Cash Flow After Non-Operating Activities	\$	(1,402)	\$	(1,319)	\$	(1,604)	\$	59	\$	(1,822)	\$	1,294	\$	(1,579)	\$	410	\$	(2,342)	\$	(2,592)	\$	(1,162)	\$	1,271	\$	(953)	\$	(11,741)
Revolvers																												
Beginning Revolver Balance	\$	(49,852)	\$	(43,984)	\$	(41,842)	\$	(43,493)	\$	(42,415)	\$	(42,298)	\$	(40,629)	\$	(42,293)	\$	(41,964)	\$	(42,366)	\$	(44,750)	\$	(46,052)	\$	(44,992)	\$	(44,992)
Revolver Paydown / (Drawdown)		(1,132)		(858)		(1,651)		78		(1,883)		1,670		(1,864)		329		(2,402)		(2,384)		(1,302)		1,060		(923)		(6,242)
DIP Draw		7,000		3,000		-		1,000		2,000		-		-		-		2,000		-		-		-		-		(1,729)
Ending Revolver Balance	\$	(49,852)	\$	(43,984)	\$	(43,493)	\$	(42,415)	\$	(42,298)	\$	(40,629)	\$	(42,293)	\$	(41,964)	\$	(42,366)	\$	(44,750)	\$	(46,052)	\$	(44,992)	\$	(45,915)	\$	(45,915)
Revolver Availability	\$	2,478	\$	8,347	\$	7,768	\$	6,117	\$	7,195	\$	7,312	\$	9,087	\$	7,422	\$	7,751	\$	7,350	\$	6,357	\$	5,055	\$	6,114	\$	5,192
DIP Borrowings		(7,000)		(3,000)		(1,000)		(1,000)		(2,000)		-		-		-		(2,000)		-		-		-		-		(11,741)
Cumulative DIP Draw		(7,000)		(10,000)		(10,000)		(11,000)		(13,000)		(13,000)		(13,000)		(13,000)		(15,000)		(15,000)		(15,000)		(15,000)		(15,000)		(15,000)
Total Cash	\$	3,542	\$	3,272	\$	2,811	\$	2,858	\$	2,839	\$	2,901	\$	2,525	\$	2,611	\$	2,751	\$	2,543	\$	2,684	\$	2,894	\$	2,864	\$	2,864
Total Consolidated Company Liquidity	\$	6,021	\$	11,619	\$	10,580	\$	8,976	\$	10,034	\$	10,212	\$	11,612	\$	10,033	\$	10,443	\$	10,101	\$	8,900	\$	7,738	\$	9,009	\$	8,056

EXHIBIT D

Lien Priority

Order of Priority	Prepetition ABL Priority Collateral (whether in existence on the Petition Date or thereafter arising)	Prepetition Term Loan Priority Collateral (whether in existence on the Petition Date or thereafter arising)	Unencumbered Assets	Canadian Collateral
1st	Carve Out	Carve Out	Carve Out	Carve Out and CCAA Charges
2nd	Revolver Facility	Prepetition First Lien Term Loan Facility (and adequate protection with respect thereto)	Revolver Facility Adequate protection lien for Prepetition First Lien Secured Parties under Prepetition First Lien Term Loan Facility	Revolver Facility
3rd	Prepetition First Lien Term Loan Facility (and adequate protection with respect thereto) DIP Term Loan Facility	DIP Term Loan Facility	DIP Term Loan Facility	DIP Term Loan Facility
4th		Prepetition 1.5 Lien Term Loan Facility (and adequate protection with respect thereto)	Adequate protection lien for Prepetition 1.5 Lien Secured Parties under Prepetition 1.5 Lien Term Loan Facility	
5th	Prepetition 1.5 Lien Term Loan Facility (and adequate protection with respect thereto)	Prepetition Second Lien Term Loan Facility (and adequate protection with respect thereto)	Adequate protection lien for Prepetition Second Lien Secured Parties under Prepetition Second Lien Term Loan Facility	
6th	Prepetition Second Lien Term Loan Facility (and adequate protection with respect thereto)	Revolver Facility		

SCHEDULE F - INSURANCE ORDER



IT IS ORDERED as set forth below:

Date: August 8, 2019

A handwritten signature in black ink, reading "Paul W. Bonapfel".

**Paul W. Bonapfel
U.S. Bankruptcy Court Judge**

Insurance

Order x 3

In re:

JACK COO

**ICY COURT
GEORGIA
ON**

)
) Chapter 11
)
) Case No. 19-62393 (PWB)
)
) (Jointly Administrated)
)

**INTERIM TO (I) CONTINUE INSURANCE
COVERAGE ENTERED INTO PREPETITION AND SATISFY PREPETITION
OBLIGATIONS RELATED THERETO, (II) RENEW, AMEND, SUPPLEMENT,
EXTEND, OR PURCHASE INSURANCE POLICIES, (III) HONOR THE TERMS OF
THE PREMIUM FINANCING AGREEMENTS AND PAY PREMIUMS THEREUNDER,**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Jack Cooper Ventures, Inc. (0805); Jack Cooper Diversified, LLC (9414); Jack Cooper Enterprises, Inc. (3001); Jack Cooper Holdings Corp. (2446); Jack Cooper Transport Company, Inc. (3030); Auto Handling Corporation (4011); CTEMS, LLC (7725); Jack Cooper Logistics, LLC (3433); Auto & Boat Relocation Services, LLC (9095); Axis Logistic Services, Inc. (2904); Jack Cooper CT Services, Inc. (3523); Jack Cooper Rail and Shuttle, Inc. (7801); Jack Cooper Investments, Inc. (6894); North American Auto Transportation Corp. (8293); Jack Cooper Transport Canada Inc. (8666); Jack Cooper Canada GP 1 Inc. (7030); Jack Cooper Canada GP 2 Inc. (2373); Jack Cooper Canada 1 Limited Partnership (3439); and Jack Cooper Canada 2 Limited Partnership (7839). The location of the Debtors' corporate headquarters and service address is: 630 Kennesaw Due West Road NW, Kennesaw, Georgia 30152.

**(IV) ENTER INTO NEW PREMIUM FINANCING AGREEMENTS IN THE
ORDINARY COURSE OF BUSINESS AND (V) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Interim Order”), (a) authorizing the Debtors to: (i) continue insurance coverage entered into prepetition and satisfy prepetition obligations related thereto in the ordinary course of business, (ii) renew, amend, supplement, extend, or purchase insurance coverage in the ordinary course of business, (iii) honor the terms of the Premium Financing Agreements and pay premiums thereunder, and (iv) enter into new premium financing agreements in the ordinary course of business, and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the “Hearing”); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted

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

herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis as set forth herein.
2. The final hearing on the Motion shall be held on August 27, 2019, at 10:00 a.m., prevailing Eastern Time. Any objection to entry of the Final Order attached as **Exhibit B** to the Motion must be filed with the Court and served on the following parties: (i) Jack Cooper Ventures, Inc., 630 Kennesaw Due West Road, Kennesaw, Georgia 30152, Attn.: Theo Ciupitu and Taejin Kim; (ii) counsel to the Debtors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn.: Kelley A. Cornish and Brian S. Hermann and King & Spalding LLP, 1180 Peachtree Street NE, Atlanta, Georgia 30309, Attn.: Sarah R. Borders, Leia Clement Shermohammed, and Britney Baker; (iii) the Office of the United States Trustee for the Northern District of Georgia; (iv) counsel to the Debtors' prepetition secured revolving lenders, Buchalter, P.C., 1000 Wilshire Blvd., 15th Floor, Los Angeles, California 90017, Attn.: Robert J. Davidson and Julian Gurule; (v) counsel to the Debtors' prepetition first lien term loan lenders, Schulte Roth & Zabel LLP, 919 Third Avenue, New York, New York 10022, Attn.: Adam Harris; (vi) counsel to the Debtors' prepetition junior lien term loan lenders, Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn.: Marc Kieselstein and Alexandra Schwarzman; (vii) counsel to the official committee of unsecured creditors (if any) appointed in these chapter 11 cases; and (viii) any party that has requested notice pursuant to Bankruptcy Rule 2002, in each case to allow actual receipt by no later than 4:00 p.m. (prevailing Eastern time) on August 20, 2019.

3. Subject to further Court order, the Debtors are authorized, but not directed, to continue the Insurance Policies identified on Exhibit C to the Motion in the ordinary course of business and to pay any prepetition or postpetition obligations related to the Insurance Policies, including Brokerage Fees, Insurance Deductibles and any other amounts related thereto.

4. The Debtors are authorized, but not directed, to renew, amend, supplement, extend, or purchase Insurance Policies to the extent that the Debtors determine that such action is in the best interest of their estates.

5. The Debtors are authorized to honor their obligations under the Premium Financing Agreements without interruption and in accordance with the same practices and procedures as were in effect prior to the commencement of the Debtors' chapter 11 cases to the extent that the Debtors determine such action is in the best interests of their estates.

6. The Debtors are authorized to enter into new premium financing agreements in the ordinary course of business to the extent the Debtors determine such action is in the best interest of the estate.

7. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

8. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored

as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any Insurance Policies.

9. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing contained in the Motion or this Interim Order or any payment made pursuant to this Interim Order shall constitute, nor is it intended to constitute: (a) an admission as to the validity or priority of any claim or lien (or the priority thereof) against the Debtors, (b) a waiver of the Debtors' or any party in interest's rights to subsequently dispute and/or contest such claim or lien on any grounds, (c) a promise or requirement to pay any claim, (d) an implication or admission that any particular claim is of a type specified or defined in this Interim Order or the Motion, (e) a request or authorization to assume or adopt any agreement, contract, or lease under section 365 of the Bankruptcy Code or (f) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or applicable law.

10. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

11. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a), the Bankruptcy Local Rules for the Northern District of Georgia and the Complex Case Procedures are satisfied by such notice.

12. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

13. Notwithstanding anything to the contrary in this Interim Order, any payment made (or to be made) and any authorization contained in this Interim Order shall be subject to the terms, conditions, limitations, and requirements of the *Interim Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 503, and 507 (I) Authorizing the Debtors to Obtain Senior and Junior Secured*

Priming Superpriority Postpetition Financing; (II) Granting (A) Liens and Superpriority Administrative Expense Claims and (B) Adequate Protection to Certain Prepetition Lenders; (III) Authorizing the Use of Cash Collateral; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief or any other order entered in these chapter 11 cases authorizing the use of cash collateral (collectively, and together with any approved budget (including any permitted variances) in connection therewith, the “DIP Order”), and to the extent there is any inconsistency between the terms of the DIP Order and any action taken or proposed to be taken under this Interim Order, the terms of the DIP Order (together with any approved budget (including any permitted variances) in connection therewith) shall control.

14. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

15. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

END OF ORDER

Prepared and presented by:

/s/ Sarah R. Borders

Sarah R. Borders

Georgia Bar No. 610649

Leia Clement Shermohammed

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Britney Baker

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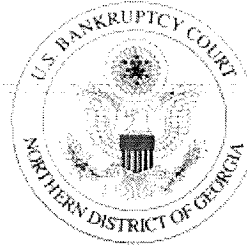
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Proposed Counsel for the Debtors in Possession

SCHEDULE G – INTERIM EMPLOYEE WAGES ORDER



IT IS ORDERED as set forth below:

Date: August 8, 2019

Paul W. Bonapfel
U.S. Bankruptcy Court Judge

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

In re:)	
	)	Chapter 11
)	
JACK COOPER VENTURES, INC., <i>et al.</i> , ¹	)	Case No. 19-62393 (PWB)
)	
Debtors.	)	(Jointly Administered)
)	

**INTERIM ORDER AUTHORIZING
THE DEBTORS TO (I) PAY CERTAIN PREPETITION
WAGES, SALARIES, OTHER COMPENSATION, AND REIMBURSABLE
EMPLOYEE EXPENSES, AND (II) CONTINUE EMPLOYEE BENEFITS**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Jack Cooper Ventures, Inc. (0805); Jack Cooper Diversified, LLC (9414); Jack Cooper Enterprises, Inc. (3001); Jack Cooper Holdings Corp. (2446); Jack Cooper Transport Company, Inc. (3030); Auto Handling Corporation (4011); CTEMS, LLC (7725); Jack Cooper Logistics, LLC (3433); Auto & Boat Relocation Services, LLC (9095); Axis Logistic Services, Inc. (2904); Jack Cooper CT Services, Inc. (3523); Jack Cooper Rail and Shuttle, Inc. (7801); Jack Cooper Investments, Inc. (6894); North American Auto Transportation Corp. (8293); Jack Cooper Transport Canada Inc. (8666); Jack Cooper Canada GP 1 Inc. (7030); Jack Cooper Canada GP 2 Inc. (2373); Jack Cooper Canada 1 Limited Partnership (3439); and Jack Cooper Canada 2 Limited Partnership (7839). The location of the Debtors' corporate headquarters and service address is: 630 Kennesaw Due West Road NW, Kennesaw, Georgia 30152.

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Interim Order”), (a) authorizing, but not directing, the Debtors to (i) pay prepetition wages, salaries, other compensation, and reimbursable employee expenses, (ii) continue the employee benefits programs in the ordinary course, and (iii) set a final hearing related thereto; and (b) granting related relief, all as more fully set forth in the Motion; and upon the *Declaration of Greg May, Chief Financial Officer of Jack Cooper Ventures, Inc., et al., in Support of First Day Motions*; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the “Hearing”); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis as set forth herein.

² Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the motion.

2. The final hearing on the Motion shall be held on August 27, 2019, at 10:00 a.m., prevailing Eastern Time. Any objection to entry of the Final Order attached as **Exhibit B** to the Motion must be filed with the Court and served on the following parties: (i) Jack Cooper Ventures, Inc., 630 Kennesaw Due West Road, Kennesaw, Georgia 30152, Attn.: Theo Ciupitu and Taejin Kim; (ii) counsel to the Debtors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn.: Kelley A. Cornish and Brian S. Hermann and King & Spalding LLP, 1180 Peachtree Street NE, Atlanta, Georgia 30309, Attn.: Sarah R. Borders, Leia Clement Shermohammed, and Britney Baker; (iii) the Office of the United States Trustee for the Northern District of Georgia; (iv) counsel to the Debtors' prepetition secured revolving lenders, Buchalter, P.C., 1000 Wilshire Blvd., 15th Floor, Los Angeles, California 90017, Attn.: Robert J. Davidson and Julian Gurule; (v) counsel to the Debtors' prepetition first lien term loan lenders, Schulte Roth & Zabel LLP, 919 Third Avenue, New York, New York 10022, Attn.: Adam Harris; (vi) counsel to the Debtors' prepetition junior lien term loan lenders, Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn.: Marc Kieselstein and Alexandra Schwarzman; (vii) counsel to the official committee of unsecured creditors (if any) appointed in these chapter 11 cases; and (viii) any party that has requested notice pursuant to Bankruptcy Rule 2002, in each case to allow actual receipt by no later than 4:00 p.m. (prevailing Eastern time) on August 20, 2019.

3. The Debtors are authorized, but not directed, to continue and/or modify the Employee Compensation and Benefits programs in the ordinary course of business, in accordance with the Debtors' prepetition policies and practices, and, in the Debtors' discretion, to pay prepetition claims and honor prepetition obligations related thereto, *provided* that nothing in this Interim Order shall be deemed to authorize the payment of any amounts that are subject to

section 503(c) of the Bankruptcy Code.

4. In accordance with section 362(d) of the Bankruptcy Code, (a) employees are authorized to proceed with their workers' compensation claims in the appropriate judicial or administrative forum and the Debtors are authorized to pay all prepetition amounts relating thereto in the ordinary course of business and (b) the notice requirements under Bankruptcy Rule 4001(d) with respect to clause (a) are waived.

5. The Debtors are authorized to pay all post-petition costs and expenses incidental to payment of the Employee Compensation and Benefits described in the Motion, including all administrative and processing costs and payments to third parties in the ordinary course of business.

6. The banks and financial institutions on which checks were drawn or electronic payment requests were made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

7. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained in the Motion or the Interim Order or any payment made pursuant to the Interim Order shall constitute, nor is it intended to constitute, (a) an admission as to the validity or priority of any claim or lien against the Debtors, (b) a waiver of the Debtors' or any party in interest's rights to subsequently dispute and/or contest such claim or lien, (c) the assumption or adoption of any agreement, contract, or lease under section 365 of the Bankruptcy Code, or (d) a grant of third-party beneficiary status or bestowal of any additional rights on any third party.

8. Nothing in the Motion or this Interim Order shall impair the ability of the Debtors or any party in interest to contest the validity or amount of any payment made pursuant to this Interim Order.

9. The Debtors are authorized to issue post-petition checks, or to affect post-petition fund transfer requests, in replacement of any checks or fund transfers requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any Employee Compensation and Benefits.

10. The Debtors are authorized, but not directed, to pay and honor obligations related to the Corporate Credit Cards.

11. Nothing contained in the Motion or this Interim Order is intended or should be construed to create an administrative priority claim on account of any Employee or as an authorization to pay any employee retention program or incentive bonus with respect to any Employee.

12. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

13. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a), the Bankruptcy Local Rules for the Northern District of Georgia and the Complex Case Procedures are satisfied by such notice.

14. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

15. Notwithstanding anything to the contrary in this Interim Order, any payment made (or to be made) and any authorization contained in this Interim Order shall be subject to the terms, conditions, limitations, and requirements of the *Interim Order Pursuant to 11 U.S.C.*

§§ 105, 361, 362, 363, 364, 503, and 507. (I) Authorizing the Debtors to Obtain Senior and Junior Secured Priming Superpriority Postpetition Financing; (II) Granting (A) Liens and Superpriority Administrative Expense Claims and (B) Adequate Protection to Certain Prepetition Lenders; (III) Authorizing the Use of Cash Collateral; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief, or any other order entered in these chapter 11 cases authorizing the use of cash collateral (collectively, and together with any approved budget (including any permitted variances) in connection therewith, the “DIP Order”), and to the extent there is any inconsistency between the terms of the DIP Order and any action taken or proposed to be taken under this Interim Order, the terms of the DIP Order (together with any approved budget (including any permitted variances) in connection therewith) shall control.

16. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

17. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

END OF ORDER

Prepared and presented by:

/s/ Sarah R. Borders

Sarah R. Borders

Georgia Bar No. 610649

Leia Clement Shermohammed

Georgia Bar No. 972711

Britney Baker

Georgia Bar No. 625752

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Kelley A. Cornish (*pro hac vice* pending)

New York Bar No. 1930767

Brian S. Hermann (*pro hac vice* pending)

New York Bar No. 2810232

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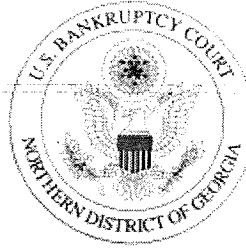
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Email: bhermann@paulweiss.com

Proposed Counsel for the Debtors in Possession

SCHEDULE H – SURETY BOND ORDER



IT IS ORDERED as set forth below:

Date: August 8, 2019

**Paul W. Bonapfel
U.S. Bankruptcy Court Judge**

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

In re:)	
	)	Chapter 11
JACK COOPER VENTURES, INC., <i>et al.</i> , ¹)	
	)	Case No. 19-62393 (PWB)
)	
Debtors.	)	(Jointly Administered)
)	

**INTERIM ORDER AUTHORIZING (I) THE DEBTORS TO CONTINUE
AND RENEW SURETY BOND PROGRAM AND (II) GRANTING RELATED RELIEF**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Jack Cooper Ventures, Inc. (0805); Jack Cooper Diversified, LLC (9414); Jack Cooper Enterprises, Inc. (3001); Jack Cooper Holdings Corp. (2446); Jack Cooper Transport Company, Inc. (3030); Auto Handling Corporation (4011); CTEMS, LLC (7725); Jack Cooper Logistics, LLC (3433); Auto & Boat Relocation Services, LLC (9095); Axis Logistic Services, Inc. (2904); Jack Cooper CT Services, Inc. (3523); Jack Cooper Rail and Shuttle, Inc. (7801); Jack Cooper Investments, Inc. (6894); North American Auto Transportation Corp. (8293); Jack Cooper Transport Canada Inc. (8666); Jack Cooper Canada GP 1 Inc. (7030); Jack Cooper Canada GP 2 Inc. (2373); Jack Cooper Canada 1 Limited Partnership (3439); and Jack Cooper Canada 2 Limited Partnership (7839). The location of the Debtors' corporate headquarters and service address is: 630 Kennesaw Due West Road NW, Kennesaw, Georgia 30152.

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Interim Order”) authorizing (a) the Debtors to maintain, continue and renew, in their sole discretion, their Surety Bond Program on an uninterrupted basis and in accordance with the same practices and procedures, including, but not limited to, the maintenance of collateral, as were in effect before the Petition Date and (b) granting related relief all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the “Hearing”); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis as set forth herein

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

2. The final hearing on the Motion shall be held on August 27, 2019, at 10:00 a.m., prevailing Eastern Time. Any objection to entry of the Final Order attached as **Exhibit B** to the Motion must be filed with the Court and served on the following parties: (i) Jack Cooper Ventures, Inc., 630 Kennesaw Due West Road, Kennesaw, Georgia 30152, Attn.: Theo Ciupitu and Taejin Kim; (ii) counsel to the Debtors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn.: Kelley A. Cornish and Brian S. Hermann and King & Spalding LLP, 1180 Peachtree Street NE, Atlanta, Georgia 30309, Attn.: Sarah R. Borders, Leia Clement Shermohammed, and Britney Baker; (iii) the Office of the United States Trustee for the Northern District of Georgia; (iv) counsel to the Debtors' prepetition secured revolving lenders, Buchalter, P.C., 1000 Wilshire Blvd., 15th Floor, Los Angeles, California 90017, Attn.: Robert J. Davidson and Julian Gurule; (v) counsel to the Debtors' prepetition first lien term loan lenders, Schulte Roth & Zabel LLP, 919 Third Avenue, New York, New York 10022, Attn.: Adam Harris; (vi) counsel to the Debtors' prepetition junior lien term loan lenders, Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn.: Marc Kieselstein and Alexandra Schwarzman; (vii) counsel to the official committee of unsecured creditors (if any) appointed in these chapter 11 cases; and (viii) any party that has requested notice pursuant to Bankruptcy Rule 2002, in each case to allow actual receipt by no later than 4:00 p.m. (prevailing Eastern time) on August 20, 2019.

3. The Debtors are, in their sole discretion, authorized and empowered to maintain their Surety Bond Program on an uninterrupted basis, and in accordance with the same practices and procedures, including, but not limited to, the maintenance of collateral, as were in effect prior to the Petition Date.

4. The Debtors are authorized to honor the Indemnity Agreements to the extent that the Debtors determine such action is in the best interest of their estates.

5. The Debtors are authorized to pay all amounts arising under the Surety Bond Program, due and payable after the Petition Date to the extent that the Debtors determine such action is in the best interest of their estates.

6. The Debtors are authorized to renew existing Surety Bonds, increase or decrease the size of any such Surety Bonds and obtain new Surety Bonds in the ordinary course of business in accordance with the same practices and procedures as were in effect prior to the Petition Date, and execute any other agreements in connection with the Surety Bond Program and all related instruments, documents and papers, and to take all actions reasonably appropriate with respect thereto, in each case, in accordance with the applicable documents governing the Surety Bond Program.

7. The Debtors are authorized to post new or additional collateral in favor of the existing or any new Issuers to secure any surety bonds in the Surety Bond Program, including in connection with either the maintenance or renewal of any existing surety bonds or the entry into new surety bonds.

8. The failure to specifically describe or include any particular feature of the Surety Bond Program in this Interim Order shall not diminish or impair the effectiveness of such feature, it being the intent of this Court that the Surety Bond Program be approved in its entirety.

9. Nothing in this Interim Order or the Motion shall be construed as prejudicing the rights of the Debtors to dispute or contest the amount of or basis for any claims against the Debtors in connection with or relating to the Surety Bond Program and nothing in this Interim Order renders

any claim by any third party based on a prepetition actual, potential or asserted liability of the Debtors, which claim may or does result in a loss to a surety under the Surety Bond Program, into a postpetition claim or expense of administration.

10. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

11. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained in the Motion or the Interim Order or any payment made pursuant to the Interim Order shall constitute, nor is it intended to constitute, (a) an admission as to the validity or priority of any claim or lien against the Debtors, (b) a waiver of the Debtors' or any party in interest's rights to subsequently dispute and/or contest such claim or lien, (c) the assumption or adoption of any agreement, contract, or lease under section 365 of the Bankruptcy Code, or (d) a grant of third-party beneficiary status or bestowal of any additional rights on any third party.

12. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

13. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a), the Bankruptcy Local Rules for the Northern District of Georgia and the Complex Case Procedures are satisfied by such notice.

14. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

15. Notwithstanding anything to the contrary in this Interim Order, any payment made (or to be made) and any authorization contained in this Interim Order shall be subject to the terms, conditions, limitations, and requirements of the *Interim Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 503, and 507 (I) Authorizing the Debtors to Obtain Senior and Junior Secured Priming Superpriority Postpetition Financing; (II) Granting (A) Liens and Superpriority Administrative Expense Claims and (B) Adequate Protection to Certain Prepetition Lenders; (III) Authorizing the Use of Cash Collateral; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief* or any other order entered in these chapter 11 cases authorizing the use of cash collateral (collectively, and together with any approved budget (including any permitted variances) in connection therewith, the “DIP Order”), and to the extent there is any inconsistency between the terms of the DIP Order and any action taken or proposed to be taken under this Interim Order, the terms of the DIP Order (together with any approved budget (including any permitted variances) in connection therewith) shall control.

16. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

17. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

END OF ORDER

Prepared and presented by:

/s/ Sarah R. Borders

Sarah R. Borders

Georgia Bar No. 610649

Leia Clement Shermohammed

Georgia Bar No. 972711

Britney Baker

Georgia Bar No. 625752

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Kelley A. Cornish (*pro hac vice* pending)

New York Bar No. 1930767

Brian S. Hermann (*pro hac vice* pending)

New York Bar No. 2810232

**PAUL, WEISS, RIFKIND, WHARTON &
GARRISON LLP**

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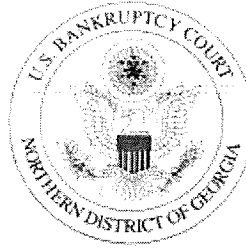
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Email: bhermann@paulweiss.com

Proposed Counsel for the Debtors in Possession

SCHEDULE I – TAXES AND FEES ORDER



IT IS ORDERED as set forth below:

Date: August 8, 2019

Paul W. Bonapfel
U.S. Bankruptcy Court Judge

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

In re:)	
	)	Chapter 11
JACK COOPER VENTURES, INC., <i>et al.</i> , ¹)	
	)	Case No. 19-62393 (PWB)
)	
Debtors.	)	(Jointly Administered)
)	

**INTERIM ORDER AUTHORIZING
THE PAYMENT OF CERTAIN PREPETITION TAXES AND FEES**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Jack Cooper Ventures, Inc. (0805); Jack Cooper Diversified, LLC (9414); Jack Cooper Enterprises, Inc. (3001); Jack Cooper Holdings Corp. (2446); Jack Cooper Transport Company, Inc. (3030); Auto Handling Corporation (4011); CTEMS, LLC (7725); Jack Cooper Logistics, LLC (3433); Auto & Boat Relocation Services, LLC (9095); Axis Logistic Services, Inc. (2904); Jack Cooper CT Services, Inc. (3523); Jack Cooper Rail and Shuttle, Inc. (7801); Jack Cooper Investments, Inc. (6894); North American Auto Transportation Corp. (8293); Jack Cooper Transport Canada Inc. (8666); Jack Cooper Canada GP 1 Inc. (7030); Jack Cooper Canada GP 2 Inc. (2373); Jack Cooper Canada 1 Limited Partnership (3439); and Jack Cooper Canada 2 Limited Partnership (7839). The location of the Debtors' corporate headquarters and service address is: 630 Kennesaw Due West Road NW, Kennesaw, Georgia 30152.

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Interim Order”), (a) authorizing the Debtors to remit and pay Taxes and Fees accrued prior to the Petition Date and that will become due and payable during the pendency of these chapter 11 cases, including those obligations subsequently determined upon audit or otherwise to be owed for periods prior to the Petition Date, (b) setting a final hearing related thereto, and (c) granting related relief; all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at the hearing before this Court (the “Hearing”); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

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

1. The Motion is granted on an interim basis as set forth herein.
2. The final hearing on the Motion shall be held on August 27, 2019, at 10:00 a.m., prevailing Eastern Time. Any objection to entry of the Final Order attached as **Exhibit B** to the Motion must be filed with the Court and served on the following parties: (i) Jack Cooper Ventures, Inc., 630 Kennesaw Due West Road, Kennesaw, Georgia 30152, Attn.: Theo Ciupitu and Taejin Kim; (ii) counsel to the Debtors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn.: Kelley A. Cornish and Brian S. Hermann and King & Spalding LLP, 1180 Peachtree Street NE, Atlanta, Georgia 30309, Attn.: Sarah R. Borders, Leia Clement Shermohammed, and Britney Baker; (iii) the Office of the United States Trustee for the Northern District of Georgia; (iv) counsel to the Debtors' prepetition secured revolving lenders, Buchalter, P.C., 1000 Wilshire Blvd., 15th Floor, Los Angeles, California 90017, Attn.: Robert J. Davidson and Julian Gurule; (v) counsel to the Debtors' prepetition first lien term loan lenders, Schulte Roth & Zabel LLP, 919 Third Avenue, New York, New York 10022, Attn.: Adam Harris; (vi) counsel to the Debtors' prepetition junior lien term loan lenders, Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn.: Marc Kieselstein and Alexandra Schwarzman; (vii) counsel to the official committee of unsecured creditors (if any) appointed in these chapter 11 cases; and (viii) any party that has requested notice pursuant to Bankruptcy Rule 2002, in each case to allow actual receipt by no later than 4:00 p.m. (prevailing Eastern time) on August 20, 2019.
3. Subject to further Court order, the Debtors are authorized, but not directed, to pay or remit the Taxes and Fees described in the Motion that accrued prior to the Petition Date and that will become due and payable during the pendency of these chapter 11 cases at such time when the

Taxes and Fees are payable on an interim basis pending entry of a Final Order granting the relief requested in the Motion.

4. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

5. Notwithstanding the relief granted herein or any actions taken hereunder, nothing contained in this Interim Order shall create any rights in favor of, or enhance the status of any claim held by, any of the Authorities.

6. The Debtors are authorized to issue postpetition checks, or to affect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any Taxes and Fees.

7. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing contained in the Motion or this Interim Order or any payment made pursuant to this Interim Order shall constitute, nor is it intended to constitute: (a) an admission as to the validity or priority of any claim or lien (or the priority thereof) against the Debtors, (b) a waiver of the Debtors' or any party in interest's rights to subsequently dispute and/or contest such claim or lien on any grounds, (c) a promise or requirement to pay any claim, (d) an implication or admission that any particular claim is of a type specified or defined in this Interim Order or the

Motion, (e) a request or authorization to assume or adopt any agreement, contract, or lease under section 365 of the Bankruptcy Code or (f) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or applicable law.

8. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

9. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a), the Bankruptcy Local Rules for the Northern District of Georgia and the Complex Case Procedures are satisfied by such notice.

10. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

11. Notwithstanding anything to the contrary in this Interim Order, any payment made (or to be made) and any authorization contained in this Interim Order shall be subject to the terms, conditions, limitations, and requirements of the *Interim Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 503, and 507 (I) Authorizing the Debtors to Obtain Senior and Junior Secured Priming Superpriority Postpetition Financing; (II) Granting (A) Liens and Superpriority Administrative Expense Claims and (B) Adequate Protection to Certain Prepetition Lenders; (III) Authorizing the Use of Cash Collateral; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief* or any other order entered in these chapter 11 cases authorizing the use of cash collateral (collectively, and together with any approved budget (including any permitted variances) in connection therewith, the "DIP Order"), and to the extent there is any inconsistency between the terms of the DIP Order and any action taken or proposed to be taken under this Interim Order, the terms of the DIP Order (together with any approved budget (including any permitted variances) in connection therewith) shall control.

12. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

13. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

END OF ORDER

Prepared and presented by:

/s/ Sarah R. Borders

Sarah R. Borders

Georgia Bar No. 610649

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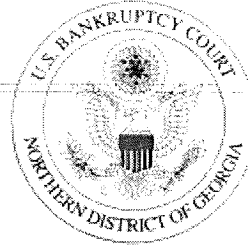
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Proposed Counsel for the Debtors in Possession

SCHEDULE J – CUSTOMER PROGRAMS ORDER



IT IS ORDERED as set forth below:

Date: August 8, 2019

**Paul W. Bonapfel
U.S. Bankruptcy Court Judge**

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

In re:)	
	)	Chapter 11
JACK COOPER VENTURES, INC., <i>et al.</i> , ¹)	
	)	Case No. 19-62393 (PWB)
Debtors.	)	(Jointly Administered)

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO CONTINUE
CUSTOMER PROGRAMS AND HONOR CERTAIN PREPETITION
OBLIGATIONS RELATED THERETO, AND (II) GRANTING RELATED RELIEF**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Jack Cooper Ventures, Inc. (0805); Jack Cooper Diversified, LLC (9414); Jack Cooper Enterprises, Inc. (3001); Jack Cooper Holdings Corp. (2446); Jack Cooper Transport Company, Inc. (3030); Auto Handling Corporation (4011); CTEMS, LLC (7725); Jack Cooper Logistics, LLC (3433); Auto & Boat Relocation Services, LLC (9095); Axis Logistic Services, Inc. (2904); Jack Cooper CT Services, Inc. (3523); Jack Cooper Rail and Shuttle, Inc. (7801); Jack Cooper Investments, Inc. (6894); North American Auto Transportation Corp. (8293); Jack Cooper Transport Canada Inc. (8666); Jack Cooper Canada GP 1 Inc. (7030); Jack Cooper Canada GP 2 Inc. (2373); Jack Cooper Canada 1 Limited Partnership (3439); and Jack Cooper Canada 2 Limited Partnership (7839). The location of the Debtors' corporate headquarters and service address is: 630 Kennesaw Due West Road NW, Kennesaw, Georgia 30152.

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Interim Order”), (a) authorizing the Debtors, in their sole discretion, to honor or pay all prepetition Customer Obligations and to continue the Customer Programs in the ordinary course of business, and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at the hearing before this Court (the “Hearing”); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis as set forth herein.

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

2. The final hearing on the Motion shall be held on August 27, 2019, at 10:00 a.m., prevailing Eastern Time. Any objection to entry of the Final Order attached as **Exhibit B** to the Motion must be filed with the Court and served on the following parties: (i) Jack Cooper Ventures, Inc., 630 Kennesaw Due West Road, Kennesaw, Georgia 30152, Attn.: Theo Ciupitu and Taejin Kim; (ii) counsel to the Debtors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn.: Kelley A. Cornish and Brian S. Hermann and King & Spalding LLP, 1180 Peachtree Street NE, Atlanta, Georgia 30309, Attn.: Sarah R. Borders, Leia Clement Shermohammed, and Britney Baker; (iii) the Office of the United States Trustee for the Northern District of Georgia; (iv) counsel to the Debtors' prepetition secured revolving lenders, Buchalter, P.C., 1000 Wilshire Blvd., 15th Floor, Los Angeles, California 90017, Attn.: Robert J. Davidson and Julian Gurule; (v) counsel to the Debtors' prepetition first lien term loan lenders, Schulte Roth & Zabel LLP, 919 Third Avenue, New York, New York 10022, Attn.: Adam Harris; (vi) counsel to the Debtors' prepetition junior lien term loan lenders, Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn.: Marc Kieselstein and Alexandra Schwarzman; (vii) counsel to the official committee of unsecured creditors (if any) appointed in these chapter 11 cases; and (viii) any party that has requested notice pursuant to Bankruptcy Rule 2002, in each case to allow actual receipt by no later than 4:00 p.m. (prevailing Eastern time) on August 20, 2019.

3. The Debtors are authorized, but not directed, to honor and pay the Customer Obligations described in the Motion that are outstanding as of the Petition Date, accrued prior to the Petition Date or that will become due and payable during the pendency of these chapter 11

cases at such time when the Customer Obligations are payable on an interim basis pending entry of a Final Order granting the relief requested in the Motion.

4. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

5. Notwithstanding the relief granted herein or any actions taken hereunder, nothing contained in this Interim Order shall create any rights in favor of, or enhance the status of any claim held by, any of the Debtors' customers.

6. The Debtors are authorized to issue postpetition checks, or to affect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with any Customer Obligations.

7. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained in the Motion or the Interim Order or any payment made pursuant to the Interim Order shall constitute, nor is it intended to constitute, (a) an admission as to the validity or priority of any claim or lien against the Debtors, (b) a waiver of the Debtors' or any party in interest's rights to subsequently dispute and/or contest such claim or lien, (c) the assumption or adoption of any agreement, contract, or lease under section 365 of the Bankruptcy Code, or (d) a grant of third-party beneficiary status or bestowal of any additional rights on any third party.

8. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

9. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a), the Bankruptcy Local Rules for the Northern District of Georgia and the Complex Case Procedures are satisfied by such notice.

10. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

11. Notwithstanding anything to the contrary in this Interim Order, any payment made (or to be made) and any authorization contained in this Interim Order shall be subject to the terms, conditions, limitations, and requirements of the *Interim Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 503, and 507 (I) Authorizing the Debtors to Obtain Senior and Junior Secured Priming Superpriority Postpetition Financing; (II) Granting (A) Liens and Superpriority Administrative Expense Claims and (B) Adequate Protection to Certain Prepetition Lenders; (III) Authorizing the Use of Cash Collateral; (IV) Modifying the Automatic Stay; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief* or any other order entered in these chapter 11 cases authorizing the use of cash collateral (collectively, and together with any approved budget (including any permitted variances) in connection therewith, the “DIP Order”), and to the extent there is any inconsistency between the terms of the DIP Order and any action taken or proposed to be taken under this Interim Order, the terms of the DIP Order (together with any approved budget (including any permitted variances) in connection therewith) shall control.

12. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

13. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

END OF ORDER

Prepared and presented by:

/s/ Sarah R. Borders

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SCHEDULE K – JIN GUIDELINES

GUIDELINES FOR COMMUNICATION AND COOPERATION BETWEEN COURTS IN CROSS-BORDER INSOLVENCY MATTERS

INTRODUCTION

- A. The overarching objective of these Guidelines is to improve in the interests of all stakeholders the efficiency and effectiveness of cross-border proceedings relating to insolvency or adjustment of debt opened in more than one jurisdiction (“Parallel Proceedings”) by enhancing coordination and cooperation amongst courts under whose supervision such proceedings are being conducted. These Guidelines represent best practice for dealing with Parallel Proceedings.
- B. In all Parallel Proceedings, these Guidelines should be considered at the earliest practicable opportunity.
- C. In particular, these Guidelines aim to promote:
 - (i) the efficient and timely coordination and administration of Parallel Proceedings;
 - (ii) the administration of Parallel Proceedings with a view to ensuring relevant stakeholders’ interests are respected;
 - (iii) the identification, preservation, and maximisation of the value of the debtor’s assets, including the debtor’s business;
 - (iv) the management of the debtor’s estate in ways that are proportionate to the amount of money involved, the nature of the case, the complexity of the issues, the number of creditors, and the number of jurisdictions involved in Parallel Proceedings;
 - (v) the sharing of information in order to reduce costs; and
 - (vi) the avoidance or minimisation of litigation, costs, and inconvenience to the parties¹ in Parallel Proceedings.
- D. These Guidelines should be implemented in each jurisdiction in such manner as the jurisdiction deems fit.²
- E. These Guidelines are not intended to be exhaustive and in each case consideration ought to be given to the special requirements in that case.
- F. Courts should consider in all cases involving Parallel Proceedings whether and how to implement these Guidelines. Courts should encourage and where necessary direct, if they have the power to do so, the parties to make the necessary applications to the court to facilitate such implementation by a protocol or order derived from these Guidelines, and encourage them to act so as to promote the objectives and aims of these Guidelines wherever possible.

¹ The term “parties” when used in these Guidelines shall be interpreted broadly.

² Possible modalities for the implementation of these Guidelines include practice directions and commercial guides.

ADOPTION & INTERPRETATION

Guideline 1: In furtherance of paragraph F above, the courts should encourage administrators in Parallel Proceedings to cooperate in all aspects of the case, including the necessity of notifying the courts at the earliest practicable opportunity of issues present and potential that may (a) affect those proceedings; and (b) benefit from communication and coordination between the courts. For the purpose of these Guidelines, “administrator” includes a liquidator, trustee, judicial manager, administrator in administration proceedings, debtor-in-possession in a reorganisation or scheme of arrangement, or any fiduciary of the estate or person appointed by the court.

Guideline 2: Where a court intends to apply these Guidelines (whether in whole or in part and with or without modification) in particular Parallel Proceedings, it will need to do so by a protocol or an order,³ following an application by the parties or pursuant to a direction of the court if the court has the power to do so.

Guideline 3: Such protocol or order should promote the efficient and timely administration of Parallel Proceedings. It should address the coordination of requests for court approvals of related decisions and actions when required and communication with creditors and other parties. To the extent possible, it should also provide for timesaving procedures to avoid unnecessary and costly court hearings and other proceedings.

Guideline 4: These Guidelines when implemented are not intended to:

- (i) interfere with or derogate from the jurisdiction or the exercise of jurisdiction by a court in any proceedings including its authority or supervision over an administrator in those proceedings;
- (ii) interfere with or derogate from the rules or ethical principles by which an administrator is bound according to any applicable law and professional rules;
- (iii) prevent a court from refusing to take an action that would be manifestly contrary to the public policy of the jurisdiction; or
- (iv) confer or change jurisdiction, alter substantive rights, interfere with any function or duty arising out of any applicable law, or encroach upon any applicable law.

Guideline 5: For the avoidance of doubt, a protocol or order under these Guidelines is procedural in nature. It should not constitute a limitation on or waiver by the court of any powers, responsibilities, or authority or a substantive determination of any matter in controversy before the court or before the other court or a waiver by any of the parties of any of their substantive rights and claims.

Guideline 6: In the interpretation of these Guidelines or any protocol or order under these Guidelines, due regard shall be given to their international origin and to the need to promote good faith and uniformity in their application.

³ In the normal case, the parties will agree on a protocol derived from these Guidelines and obtain the approval of each court in which the protocol is to apply.

COMMUNICATION BETWEEN COURTS

Guideline 7: A court may receive communications from a foreign court and may respond directly to them. Such communications may occur for the purpose of the orderly making of submissions and rendering of decisions by the courts, and to coordinate and resolve any procedural, administrative or preliminary matters relating to any joint hearing where Annex A is applicable. Such communications may take place through the following methods or such other method as may be agreed by the two courts in a specific case:

- (i) Sending or transmitting copies of formal orders, judgments, opinions, reasons for decision, endorsements, transcripts of proceedings or other documents directly to the other court and providing advance notice to counsel for affected parties in such manner as the court considers appropriate.
- (ii) Directing counsel or other appropriate person to transmit or deliver copies of documents, pleadings, affidavits, briefs or other documents that are filed or to be filed with the court to the other court in such fashion as may be appropriate and providing advance notice to counsel for affected parties in such manner as the court considers appropriate.
- (iii) Participating in two-way communications with the other court, by telephone or video conference call or other electronic means, in which case Guideline 8 should be considered.

Guideline 8: In the event of communications between courts, other than on administrative matters, unless otherwise directed by any court involved in the communications whether on an *ex parte* basis or otherwise, or permitted by a protocol, the following shall apply:

- (i) In the normal case, parties may be present.
- (ii) If the parties are entitled to be present, advance notice of the communications shall be given to all parties in accordance with the rules of procedure applicable in each of the courts to be involved in the communications.
- (iii) The communications between the courts shall be recorded and may be transcribed. A written transcript may be prepared from a recording of the communications that, with the approval of each court involved in the communications, may be treated as the official transcript of the communications.
- (iv) Copies of any recording of the communications, of any transcript of the communications prepared pursuant to any direction of any court involved in the communications, and of any official transcript prepared from a recording may be filed as part of the record in the proceedings and made available to the parties and subject to such directions as to confidentiality as any court may consider appropriate.
- (v) The time and place for communications between the courts shall be as directed by the courts. Personnel other than judges in each court may communicate with each other to establish appropriate arrangements for the communications without the presence of the parties.

Guideline 9: A court may direct that notice of its proceedings be given to parties in proceedings in another jurisdiction. All notices, applications, motions, and other materials served for purposes of the proceedings before the court may be ordered to be provided to such other parties by making such materials available electronically in a publicly accessible system or by facsimile transmission, certified or registered mail or delivery by courier, or in such other manner as may be directed by the court in accordance with the procedures applicable in the court.

APPEARANCE IN COURT

Guideline 10: A court may authorise a party, or an appropriate person, to appear before and be heard by a foreign court, subject to approval of the foreign court to such appearance.

Guideline 11: If permitted by its law and otherwise appropriate, a court may authorise a party to a foreign proceeding, or an appropriate person, to appear and be heard by it without thereby becoming subject to its jurisdiction.

CONSEQUENTIAL PROVISIONS

Guideline 12: A court shall, except on proper objection on valid grounds and then only to the extent of such objection, recognise and accept as authentic the provisions of statutes, statutory or administrative regulations, and rules of court of general application applicable to the proceedings in other jurisdictions without further proof. For the avoidance of doubt, such recognition and acceptance does not constitute recognition or acceptance of their legal effect or implications.

Guideline 13: A court shall, except upon proper objection on valid grounds and then only to the extent of such objection, accept that orders made in the proceedings in other jurisdictions were duly and properly made or entered on their respective dates and accept that such orders require no further proof for purposes of the proceedings before it, subject to its law and all such proper reservations as in the opinion of the court are appropriate regarding proceedings by way of appeal or review that are actually pending in respect of any such orders. Notice of any amendments, modifications, extensions, or appellate decisions with respect to such orders shall be made to the other court(s) involved in Parallel Proceedings, as soon as it is practicable to do so.

Guideline 14: A protocol, order or directions made by a court under these Guidelines is subject to such amendments, modifications, and extensions as may be considered appropriate by the court, and to reflect the changes and developments from time to time in any Parallel Proceedings. Notice of such amendments, modifications, or extensions shall be made to the other court(s) involved in Parallel Proceedings, as soon as it is practicable to do so.

ANNEX A (JOINT HEARINGS)

Annex A to these Guidelines relates to guidelines on the conduct of joint hearings. Annex A shall be applicable to, and shall form a part of these Guidelines, with respect to courts that may signify their assent to Annex A from time to time. Parties are encouraged to address the matters set out in Annex A in a protocol or order.

ANNEX A: JOINT HEARINGS

A court may conduct a joint hearing with another court. In connection with any such joint hearing, the following shall apply, or where relevant, be considered for inclusion in a protocol or order:

- (i) The implementation of this Annex shall not divest nor diminish any court's respective independent jurisdiction over the subject matter of proceedings. By implementing this Annex, neither a court nor any party shall be deemed to have approved or engaged in any infringement on the sovereignty of the other jurisdiction.
- (ii) Each court shall have sole and exclusive jurisdiction and power over the conduct of its own proceedings and the hearing and determination of matters arising in its proceedings.
- (iii) Each court should be able simultaneously to hear the proceedings in the other court. Consideration should be given as to how to provide the best audio-visual access possible.
- (iv) Consideration should be given to coordination of the process and format for submissions and evidence filed or to be filed in each court.
- (v) A court may make an order permitting foreign counsel or any party in another jurisdiction to appear and be heard by it. If such an order is made, consideration needs to be given as to whether foreign counsel or any party would be submitting to the jurisdiction of the relevant court and/or its professional regulations.
- (vi) A court should be entitled to communicate with the other court in advance of a joint hearing, with or without counsel being present, to establish the procedures for the orderly making of submissions and rendering of decisions by the courts, and to coordinate and resolve any procedural, administrative or preliminary matters relating to the joint hearing.
- (vii) A court, subsequent to the joint hearing, should be entitled to communicate with the other court, with or without counsel present, for the purpose of determining outstanding issues. Consideration should be given as to whether the issues include procedural and/or substantive matters. Consideration should also be given as to whether some or all of such communications should be recorded and preserved.

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

Court File No: CV-19-625200-00CL

AND IN THE MATTER OF AND IN THE MATTER OF JACK COOPER VENTURES, INC., JACK COOPER DIVERSIFIED, LLC, JACK COOPER ENTERPRISES, INC., JACK COOPER HOLDINGS CORP., JACK COOPER TRANSPORT COMPANY, INC., AUTO HANDLING CORPORATION, CTMS, LLC, JACK COOPER LOGISTICS, LLC, AUTO & BOAT RELOCATION SERVICES, LLC, AXIS LOGISTIC SERVICES, INC., JACK COOPER CT SERVICES, INC., JACK COOPER RAIL AND SHUTTLE, INC., JACK COOPER INVESTMENTS, INC., NORTH AMERICAN AUTO TRANSPORTATION CORP., JACK COOPER TRANSPORT CANADA, INC., JACK COOPER CANADA GP 1 INC., JACK COOPER CANADA GP 2 INC., JACK COOPER CANADA 1 LIMITED PARTNERSHIP, AND JACK COOPER CANADA 2 LIMITED PARTNERSHIP

APPLICATION OF JACK COOPER VENTURES, INC., UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**SUPPLEMENTAL ORDER
(FOREIGN MAIN PROCEEDING)**

OSLER, HOSKIN & HARCOURT, LLP

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