UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:	)	Chapter 11
JACK COOPER VENTURES, INC., *et al.*,[1]	)	Case No. 19-62393 (PWB)
Debtors.	)	(Joint Administration Requested)

DECLARATION OF GREG MAY, THE DEBTORS' CHIEF FINANCIAL OFFICER, IN SUPPORT OF FIRST DAY MOTIONS

1. My name is Greg R. May, and I am the Chief Financial Officer of Jack Cooper Investments, Inc. (together with its direct and indirect subsidiaries that have filed for chapter 11 relief, the "Debtors," and together with all of its Debtor and non-Debtor subsidiaries,[2] "Jack Cooper" or the "Company"). On August 6, 2019 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code thereby commencing the above-captioned chapter 11 cases (the "Chapter 11 Cases"). Shortly after the commencement of the

[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] The Company's Mexican subsidiaries and JCSV Dutch Cöoperatief U.A. (a Dutch entity) are not Debtors and have not filed or commenced any insolvency or restructuring proceedings, either in the U.S. or elsewhere.

Chapter 11 Cases, the Debtors' Canadian entities will seek ancillary relief in Canada under Part IV of the Companies' Creditors Arrangement Act (Canada) R.S.C. 1985, c. C-36 (as amended, the "CCAA"). Attached hereto as **Exhibit A** is the Debtors' corporate structure chart that identifies the Debtors, the non-Debtor Mexican subsidiaries ("Jack Cooper Mexico"), and the non-Debtor Dutch subsidiary ("JCSV").[3]

2. I have served as Chief Financial Officer of the Company since April of 2019. Prior to that, I served as Executive Vice President and Chief Administrative Officer of the Company since February 2017, after spending five years as the Chief Executive Officer of Car Delivery Network. Accordingly, I am very familiar with the day-to-day operations of the Company, its business and financial affairs, and its books and records. Prior to that, I spent 17 years with the Company serving as President from 2005 to 2011 and Chief Financial Officer from 1998 to 2005. Prior to joining the Company in 1994, I worked for 10 years with KPMG serving public company clients in the transportation, banking and manufacturing industries. From 1990 to 1994, I served as Chief Financial Officer of ABC Laboratories, an environmental services company. I received a Bachelor of Science in accountancy from the University of Missouri in 1980. In total, I have over 30 years of experience in the trucking industry in executive roles and as a consultant and CPA to trucking industry clients.

[3] Attached hereto as **Exhibit B** is a list of the Debtors and non-Debtor affiliates.

Preliminary Statement[4]

3. The Debtors commenced these Chapter 11 Cases to pursue a restructuring process and consummate a value maximizing sale of their business to the highest or otherwise best bidder. The Chapter 11 Cases were commenced only after months of intense and hard-fought negotiations that culminated into an agreement for a pre-negotiated restructuring reflected in that certain Restructuring Support Agreement, dated as of August 6, 2019 (collectively with the schedules and exhibits thereto, the "RSA") attached hereto as **Exhibit C**. The RSA is intended to streamline the Debtors' chapter 11 process and minimize any impact on the Debtors' operations and businesses. As discussed in more detail herein, the RSA contemplates that the Debtors will pursue a value maximizing sale to the Stalking Horse Bidder (as defined below) pursuant to section 363 of the Bankruptcy Code, subject to higher or otherwise better bids consistent with a Court-approved postpetition marketing process (the "Sale Transaction").

4. It cannot be overstated that filing the Chapter 11 Cases with a pre-negotiated deal among many of the Debtors' key constituencies involved extensive negotiations and give-and-take on all sides. Through this restructuring, the Debtors seek to (a) implement modifications addressing the Debtors' pension obligations, (b) obtain ratification of modifications of the Debtors' CBAs—thereby avoiding a likely costly and protracted litigation with the Teamsters, (c) substantially deleverage the new company's balance sheet, and (d) provide the new company with adequate liquidity upon consummation of the Sale Transaction to execute on its business plan and pursue future growth opportunities. The broad consensus behind the Debtors' restructuring was only

[4] Capitalized terms used in this Preliminary Statement that are not otherwise defined here, shall have the meaning ascribed to such terms later in this declaration.

obtained through the hard work and good faith negotiations with the Debtors' lenders and representatives of other key constituencies to push toward the common goal of maximizing the value of the Debtors' enterprise.

5. Pursuant to the RSA, the Debtors will be seeking consummation of the Sale Transaction consistent with the Milestones (as defined in the RSA), including Court approval of the Sale Transaction by not later than 65 days after the Petition Date. The Debtors believe that this time-frame provides ample time and opportunity for the Debtors to thoroughly test the market for their assets, obtain ratification by the Teamsters' membership and the Machinists' membership of the modified CBAs and satisfy all other conditions precedent to consummation of the Sale Transaction.

6. In furtherance of the Debtors' efforts to implement the transactions contemplated by the RSA, I submit this declaration (the "First Day Declaration") (a) in support of the Debtors' voluntary petitions for relief under chapter 11 of title 11 of the U.S. Code (the "Bankruptcy Code"), (b) in support of the Debtors' contemporaneously filed requests for relief as set forth in various motions and applications (the "First Day Motions"), and (c) to assist the Court and other interested parties in understanding the circumstances giving rise to the commencement of the Chapter 11 Cases.

7. Except as otherwise indicated, all facts and information set forth in this First Day Declaration are based upon my personal knowledge, or were supplied to me by other members of the Debtors' management and professionals, learned from my review of relevant documents and discussions with the Debtors' advisors[5] or based upon my experience with, and knowledge of, the

[5] The Debtors' advisors include Paul, Weiss, Rifkind, Wharton & Garrison LLP ("Paul, Weiss") and King & Spalding LLP ("K&S"), as lead restructuring and corporate counsel respectively, Ogletree, Deakins, Nash, Smoak & Stewart,

Debtors' operations, financial condition, and/or the carhaul industry. If called upon to testify, I could and would testify competently to the facts set forth herein. I am authorized to submit this First Day Declaration.

8. This First Day Declaration has been organized into five sections. The first section provides an overview of the Debtors and their businesses. The second section describes the Debtors' capital structure. The third section describes the key events leading to the filing of the Chapter 11 Cases. The fourth section describes the Debtors' prepetition restructuring efforts. The fifth section summarizes the relief requested in the First Day Motions.

I. Overview of the Debtors and Their Businesses

9. Jack Cooper has a rich 90-year history as a leading provider of finished vehicle logistics in North America for both new and used vehicles, as well as a provider of logistical services in select non-automotive markets. The Debtors have evolved from a small vehicle transportation business into a larger, technology-focused, diversified transportation and logistics enterprise with operations across North America. The Debtors' businesses are divided into two segments: a transport segment (the "Transport Segment") and a diversified, asset-light logistics segment (the "Logistics Segment").

10. The Transport Segment delivers finished vehicles from manufacturing plants, vehicle distribution centers, seaports, and railheads to new vehicle dealerships. The Debtors operate a fleet of over 1,600 active rigs and a network of 39 terminals across the United States and Canada to haul

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P.C. ("Ogletree"), as labor counsel, Osler, Hoskin & Harcourt LLP ("Osler"), as Canadian restructuring counsel, Houlihan Lokey, Inc. ("Houlihan"), as investment banker and financial advisor, and AlixPartners LLP, as restructuring advisor ("Alix," and together with Paul, Weiss, K&S, Ogletree, Osler, and Houlihan, the "Company Advisors").

primarily new vehicles, including two-door automobiles, light trucks, sport utility vehicles, and transit vans.

11. The Debtors' customers in the Transport Segment are primarily major domestic and foreign original equipment manufacturers ("OEMs") with automobile production facilities in North America, including General Motors, Ford, Toyota, Fiat Chrysler, Hyundai Motor Company, and Kia Motor Corporation. The Debtors' three largest customers, GM, Ford and Toyota, collectively account for the vast majority of total revenues. The Debtors have developed and maintained long-term relationships with their OEM customers and have historically been successful in negotiating contract renewals. Under written contracts, the Debtors have served GM since 1928, Toyota since 1979, and Ford since 1992. No other customer accounted for more than 10% of the Debtors' operating revenues during 2018.

12. In 2018, the Debtors transported over 2.5 million finished vehicles and generated operating revenue of $540.7 million relating to the Transport Segment.

13. The Debtors' Logistics Segment provides a wide range of asset-light services to the previously-owned vehicle market, including vehicle inspections, automated claims management, title and key storage services, brokerage and export services, export processing, third-party logistics management, and other technical services. The Debtors also help their customers move vehicles to and from dealerships, inspection lots, and auctions by coordinating transportation by third-party trucking or rail providers. The Logistics Segment's customers include fleet ownership companies, remarketers, dealers, auctioneers, and relocation-management companies. For the year ended December 31, 2018, the Logistics Segment generated operating revenues of approximately $55.9 million.

14. The Logistics Segment's customers include high-tech companies, vehicle remarketers and large-fleet vehicle owners and managers (including, OEMs, rental car agencies, and automotive leasing and lending financial institutions), individuals and blue-chip companies needing to relocate vehicles (either directly or through a relocation-management company), and automotive dealers.

15. The majority of the Debtors' contracts are awarded as a result of a competitive bidding process. Given the relatively small number of OEMs with significant production facilities in North America, the Debtors' sales and marketing activities are conducted by senior management, who interface directly with customers to maintain existing business and seek to acquire new business.

16. The Debtors have one-year or multi-year contracts in place with the majority of their customers, including multi-year contracts with certain OEMs. The customer contracts generally establish rates for the transportation of vehicles based upon a fixed rate per vehicle transported plus a variable rate for each mile that a vehicle is transported. Certain contracts provide for rate variation per vehicle depending on the size and weight of the vehicle. The Debtors' contracts generally do not contain volume commitments. Instead, the Debtors' customers, during the duration of these contracts, typically specify through a purchase order or advance shipping notice the timing, date, and location of their vehicle transportation requests.

17. As noted above, the Debtors operate in the fiercely competitive carhaul industry, which is a segment of the broader automotive transportation industry. The Debtors' competitors include Cassens Transport Co. ("Cassens"), which is the only other carhaul company with a predominately unionized workforce, and non-union competitors such as Hanson & Adkins Auto Transport, United Road Services, Inc., Moore Transport of Tulsa LLC, Centurion Auto Holding Co.,

and U.S. AutoLogistics. Jack Cooper also competes indirectly with railroads, independent owner-operators, vertically integrated customers, and other providers of related carhaul and logistical services.

II. The Debtors' Capital Structure

18. As of the Petition Date, the Debtors have approximately $575.4 million in funded debt, consisting of a revolving credit facility and three tranches of term loans.

A. Revolving Credit Facility due 2023

19. On February 15, 2018, the Debtors entered into that certain Second Amended and Restated Credit Agreement (as amended on June 28, 2018 and as further amended, supplemented, or modified from time to time, the "Revolver Credit Agreement," and the facility thereunder, the "Revolving Credit Facility") with Wells Fargo Capital Finance, LLC, as administrative agent ("Wells Fargo"), and the lenders party thereto (collectively, the "Revolver Lenders"). The Debtors use the Revolving Credit Facility primarily for working capital needs, and they generally borrow from and repay the Revolving Credit Facility on a short-term basis. The Revolving Credit Facility has a stated maturity date of February 15, 2023.

20. Obligations under the Revolving Credit Facility are secured on a first-priority basis by validly perfected liens on certain collateral, including accounts receivable, inventory, deposit accounts, and securities accounts (subject to certain limited exclusions), including instruments, chattel paper, guarantees, letters of credit, and claims relating to such accounts receivable (collectively, the "ABL Priority Collateral"). Obligations under the Revolving Credit Facility are also secured on a fourth-priority basis by validly perfected liens on the Term Loan Priority Collateral (as defined and described below).

21. As of the Petition Date, approximately $49.8 million was outstanding under the Revolving Credit Facility.

B. **The First Lien Term Loan due 2023**

22. On June 28, 2018, the Debtors entered into the Credit Agreement (as amended, supplemented, or modified from time to time, the "First Lien Credit Agreement," and the facility thereunder, the "First Lien Term Loan Facility") with Cerberus Business Finance Agency, LLC ("Cerberus"), as agent, and the lenders party thereto (the "First Lien Term Loan Lenders"), for a $196 million first lien term loan facility. Obligations under the First Lien Term Loan Facility are secured on (a) a first-priority basis by validly perfected liens on substantially all of the assets of Jack Cooper Ventures, Inc. ("JCV") and its domestic subsidiaries not constituting ABL Priority Collateral (subject to certain customary exclusions), including equity pledges, interests in real property (including fixtures), equipment (including vehicles), intellectual property, pledged debt instruments, deposit accounts and securities accounts, and all intangibles, instruments, chattel paper, letter-of-credit rights and supporting obligations of the foregoing (collectively, the "Term Loan Priority Collateral") and (b) a second-priority basis by validly perfected liens on the ABL Priority Collateral. The First Lien Term Loan Facility has a stated maturity date of June 28, 2023.

23. As of the Petition Date, approximately $188.7 million was outstanding under the First Lien Term Loan Facility.

C. **1.5 Lien Term Loan due 2024**

24. On June 28, 2018, the Debtors entered into the Credit Agreement (as amended, supplemented, or modified from time to time, the "1.5 Lien Credit Agreement," and the

facility thereunder, the "1.5 Lien Term Loan Facility") with Wilmington Trust, National Association ("Wilmington"), as agent for the initial lenders thereunder (the "1.5 Lien Term Loan Lender") for a $41 million term loan facility. Obligations under the 1.5 Lien Term Loan Facility are secured on a second-priority basis by validly perfected liens on the Term Loan Priority Collateral and on a third-priority basis by validly perfected liens on the ABL Priority Collateral. The 1.5 Lien Term Loan Facility has a stated maturity date of March 28, 2024.

25. As of the Petition Date, approximately $45.5 was outstanding under the 1.5 Lien Term Loan Facility.

D. **Second Lien Term Loan due 2024**

26. On May 3, 2018, the Debtors entered into the Credit Agreement (as amended, supplemented, or modified from time to time, the "Second Lien Credit Agreement" and the facility thereunder, the "Second Lien Term Loan Facility")[6] with Wilmington, as agent for the lenders thereunder (the "Second Lien Term Loan Lender," and together with the 1.5 Lien Lenders, the "Junior Term Loan Lenders," and, collectively with the Revolver Lenders, the First Lien Lenders, and the 1.5 Lien Lenders, the "Prepetition Secured Parties") for a $261.6 million second lien term loan facility. Obligations under the Second Lien Term Loan Facility are secured on a third-priority basis by validly perfected liens on the Term Loan Priority Collateral and on a fourth-priority basis by

[6] The Revolving Credit Agreement, the First Lien Credit Agreement, the 1.5 Lien Credit Agreement, the Second Lien Credit Agreement, and any collateral and ancillary documents related to each are collectively referred to herein as the "Prepetition Debt Documents". The Revolving Credit Facility, the First Lien Term Loan Facility, the 1.5 Lien Term Loan Facility and the Second Lien Term Loan Facility are collectively referred to herein as the "Prepetition Secured Facilities". The 1.5 Lien Term Loan Facility and the Second Lien Term Loan Facility together are referred to herein as the "Junior Term Loan Facilities" and the documentation governing the Junior Term Loan Facilities is referred to herein as the "Junior Term Loan Documents".

validly perfected liens on the ABL Priority Collateral. The Second Lien Term Loan Facility has a stated maturity date of July 1, 2024.

27. As of the Petition Date, approximately $291.4 was outstanding under the Second Lien Term Loan Facility.

III. Events Leading to these Chapter 11 Cases

28. In recent years, the Debtors have faced declining revenues and loss of market share amidst a changing landscape for the carhaul industry nationwide. Moreover, as one of only two unionized carhaul providers in the United States, the Debtors are burdened with substantial labor costs, including pension obligations and work rules that limit the Debtors' ability to respond to customer requirements, making it difficult for them to compete with non-unionized competitors. These challenges have caused the Debtors to face rapidly declining liquidity.

A. Revenue Declines

29. In the 1980s, trucking deregulation reforms enacted by the federal government paved the way for low-cost, non-unionized competitors to enter the carhaul industry. Additionally, railway companies have captured considerable market share of the "long-haul" segment due to significant cost advantages. These industry shifts facing the unionized carhaul companies have been compounded by the decreasing market share of the "big three" Detroit-based automobile manufacturers (GM, Ford, and Chrysler), which historically maintained strong relationships with the unionized carriers (and Jack Cooper in particular). Combined with the general decline in private-sector unionization, these exogenous forces have dramatically reduced the number of unionized carriers in the fixed vehicle logistics industry from 40 in 1985 to just two in 2019—Cassens and Jack Cooper.

30. Most of the Debtors' competitors do not have a unionized workforce, and the aggregate rig count of non-unionized carriers is almost double that of the two remaining unionized carriers. Competing carriers with non-unionized workforces have both (a) forced the Debtors to cut pricing to compete and (b) otherwise taken business from the Debtors, as the Debtors operate at a 10% to 30% cost disadvantage relative to their non-union competitors.

31. Since 2016, the Company's revenues have sharply declined year over year, both as a result of its cost structure and overall industry dynamics. From 2016 to 2018, Jack Cooper Transport Company, Inc.'s, the Company's primary carhaul business, revenue declined by 12.3%, from $612.5 million to $537.3 million, and the unit volumes it shipped declined by 16.9% primarily due to business lost to non-union competitors. The Company expects further revenue and unit volume declines in 2019.

32. More particularly, unit volumes shipped by the Company for Toyota, which was previously the Company's third largest customer, declined by approximately 80% between 2016 and 2018 as Toyota moved substantially all of its business to lower-cost non-union competitors, due, in part, to the risks attendant to the Company's overleverage. The remaining volumes the Company ships for Toyota are at risk of being lost when the Debtors' contract with Toyota expires in 2022.

33. Similarly, GM, the Company's largest customer, which comprised 48% of its revenue in 2018, received a 5% price concession under a new three-year contract executed in 2019 that provides for no annual price increases, and Ford, the Company's second largest customer, received a 1% price concession in 2019. GM, in response to a letter from James P. Hoffa, the President of the International Brotherhood of Teamsters, explained its decision to re-source a substantial portion of

its Jack Cooper business as required by the Company's "uncompetitiveness" and inability to "eliminate the gap" with non-unionized carriers.

34. As the Company has continued to lose business, it has closed 17 of its terminals, resulting in the elimination of approximately 250 driver and mechanic jobs. The Company's remaining terminal network is devoted almost entirely to the assembly plants of GM and Ford that are operated by members of the United Automotive Workers.

35. The Company's declining performance has also been exacerbated by increasing repair and maintenance costs, as much-needed capital expenditures on its aging rig fleet have been deferred. The Company operates a truck fleet with an average age of over 14 years, and limited remaining useful life based on historical data and performance, and has lacked the financial wherewithal to invest in new equipment and major fleet refurbishments. As a result, from 2016 to 2018, repair and maintenance costs have increased by 19%.

36. The Company's overall viability is also linked to that of the automobile industry generally, which has experienced flat to declining demand for new automobiles. For example, U.S. light vehicle sales are expected to decrease by approximately 7.5%, from 17.3 million in 2018 to approximately 16 million in 2021, and to remain at this level through 2024. Light vehicle sales fell 2.3% year-over-year in the first quarter of 2019 alone, due, in part, to reduced consumer affordability from higher borrowing costs and lower tax-return amounts.

B. Multiemployer Pension Plans and Collective Bargaining Agreements

37. The vast majority of the Company's employees are represented by the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (the "Teamsters") and the International Association of Machinists and Aerospace Workers (the "Machinists,"). The

Company is party to collective bargaining agreements with certain terms that are not sustainable given the Company's performance and the competitive landscape.

38. In particular, pursuant to the current collective bargaining agreements with the Teamsters and the Machinists, including employees covered by a set of integrated Teamsters agreements,[7] the Company is obligated to participate in several multiemployer pension funds including, most notably, the Central States, Southeast and Southwest Areas Pension Plan (the "CSPF"). The Company pays contributions on a monthly basis to the pension plans based on specified amounts per week's work for covered employees.

39. The CSPF is one of the nation's largest multiemployer Taft-Hartley defined benefit pension plans, with approximately 400,000 participants across the country. All assets contributed to the CSPF are pooled and available to provide benefits for all eligible participants and beneficiaries. As a result, contributions made by the Debtors benefit not only the Debtors' current and former employees, but also the current and former employees of the many other employers that participate or previously participated in the CSPF.

40. The Debtors contributed $29.5 million and $30.6 million to the CSPF for the years ended December 31, 2018 and 2017, respectively. The Debtors cannot afford to continue making contributions at these levels. When a participating employer stops contributing to or withdraws from an underfunded multiemployer pension plan, the employer may be liable for "withdrawal liability"

[7] The Teamster collective bargaining agreement covers bargaining unit employees who are subject to the Central and Southern Areas Supplemental Agreement expiring on May 31, 2021; the Eastern Area Truckway, Driveway Yard and Shop Supplemental Agreement expiring on May 31, 2021; the Western Area Supplemental Agreement expiring on May 31, 2021; the National Master Automobile Transporters Agreement expiring on May 31, 2021; the Collective Agreement, by and between North American Auto Transportation Corp. and the Teamsters National Automobile Transporters Industry Negotiating Committee expiring on December 31, 2022; and the Collective Agreement, by and between Jack Cooper Rail & Shuttle and Truck Drivers Local Union No. 299 expiring on December 31, 2020 (collectively, the "Teamsters CBA").

under the Employee Retirement Income Security Act of 1974 to compensate for the lost contributions from the withdrawing employer, even when it always paid its required annual contributions to the plan. The Debtors and their actuarial professionals estimate that the Debtors' withdrawal from the CSPF would result in approximately $2 billion of withdrawal liability. The Debtors certainly do not have the financial wherewithal to pay this massive contingent liability.

41. The Debtors also participate in three other multiemployer pension plans: the International Brotherhood of Teamsters Union Local No. 710 Pension Fund (the "IBT 710 Pension Fund"), the Teamsters Local 560 Benefit Fund (the "Local 560 Benefit Fund"), and the Freight Drivers and Helpers Local Union No. 557 Pension Plan (the "Local 557 Pension Plan," and together with the IBT 710 Pension Fund, and the Local 560 Benefit Fund, the "Other MEPPs"). For the year ended December 31, 2018, the Debtors contributed $161,000, $946,000, and $375,000 to the IBT 710 Pension Fund, the Local 560 Benefit Fund, and the Local 557 Pension Plan, respectively. The Debtors and their actuarial professionals estimate that withdrawal from the Other MEPPs would result in approximately $120 million.

42. Additionally, the Debtors previously participated in three other multiemployer pension plans: the Teamsters Joint Council No. 83 of Virginia Pension Fund, the Central Pennsylvania Teamsters Defined Benefit Plan, and the Philadelphia and Vicinity Pension Plan. The Debtors withdrew from each of these other multiemployer pension plans prior to 2019, resulting in aggregate withdrawal liability of approximately $6 million. Payments on the withdrawal liability claims associated with these funds are typically made over several years and bear interest at a rate of approximately 7% per year.

43. In total, the Debtors contributed $32.6 million and $34.3 million to multiemployer pension plans for the years ended December 31, 2018 and 2017, respectively. These contribution levels are not sustainable in light of the Debtors' declining revenues and the Debtors' need to obtain new capital to revitalize their fleet and sustain their operations in the current environment. The Debtors' unsustainable labor costs have made it impossible for the Debtors to compete with the increasing number of lower-cost, non-unionized companies that have entered the carhaul industry over the past few decades.

44. To address, in part, its financial challenges, the Company undertook the difficult but necessary task of significantly reducing its non-unionized workforce in 2019. Specifically, the Company eliminated 53 positions primarily comprising corporate accounting, information technology, and operations functions. The Company also allowed the non-unionized workforce to shrink through voluntary attrition. While these measures were a necessary component of rationalizing the Company's cost structure and positioning the Company to succeed in an increasingly competitive marketplace, these reductions were not sufficient to address the Company's labor liabilities.

C. The Debtors' Funded Debt Structure and Declining Liquidity

45. As a result of the Debtors' declining revenues from operations and defaults under their funded debt obligations that constrain its borrowing capacity, described below, the Debtors' liquidity situation has become dire. Additionally, a substantial amount of the Debtors' cash flow is required to pay interest and principal on funded indebtedness. For the years ending December 31, 2018 and December 31, 2017, the Debtors paid approximately $50 million and $14.7 million, respectively, on account of funded debt obligations.

46. Moreover, the Debtors are unable to comply with the financial covenants governing the Prepetition Secured Facilities. For example, the First Lien Term Loan Facility includes a financial covenant that provides for a first-lien leverage ratio that steps up each quarter. On March 31, 2019, the Debtors received a notice of default and reservation of rights letter from Cerberus for alleged non-compliance with the financial covenant. Additionally, the Debtors' auditors issued a going concern qualification at the end of the 2018 reporting period. This resulted in a default under the Revolving Credit Facility, and on April 15, 2019, the Debtors and the lenders under the Revolving Credit Facility entered into a waiver of this default. Furthermore, on June 30, 2019, the Debtors determined they did not have the liquidity necessary to make a principal payment due under the First Lien Term Loan Facility, which required the Debtors to obtain a forbearance from the First Lien Lenders to pursue further restructuring discussions with the Prepetition Secured Parties, the CSPF, and the Teamsters. Finally, in July 2019, the Debtors' liquidity levels dipped below the cash dominion threshold of $8.5 million required under the Revolving Credit Facility, causing Wells Fargo to implement cash dominion procedures, which caused the Debtors' receipts to immediately be used to pay down outstanding obligations under the Revolving Credit Facility.

47. With numerous existing defaults, debt service obligations to the Prepetition Secured Parties of approximately $13 million within the next six (6) months, complete reliance on the Revolving Credit Facility to fund day-to-day operations, and no ability to obtain bridge financing or otherwise refinance any of the Prepetition Secured Facilities, the Debtors do not have the ability to continue operating as a going concern absent chapter 11 relief.

IV. Prepetition Restructuring Efforts

48. The Debtors engaged in prior restructuring transactions in 2016 and 2017 in an effort to delever and bring their capital structure in line with revenues. In particular, the Company initiated in October 2016 a tender offer with respect to its then outstanding funded debt (the "2016 Exchange Transaction"). On December 9, 2016, the Company simultaneously settled the 2016 Exchange Transaction and a private exchange for its PIK toggle notes due 2019 (the "PIK Notes"), resulting in a net debt reduction of more than $100 million.

49. Following the 2016 Exchange Transaction, the Company successfully completed an exchange transaction on June 30, 2017 that retired $429.2 million of the Company's outstanding debt, including under its senior secured notes due 2020 and the remaining outstanding PIK Notes (the "2017 Exchange Transaction" and together with the 2016 Exchange Transaction, the "Exchange Transactions"). In total, the tendered notes represented 98.97% of all existing notes eligible to participate in the 2017 Exchange Transaction.

50. The Exchange Transactions reduced the Company's outstanding debt by over $300 million in the aggregate and decreased the Company's annual interest expense by over $9.8 million, and the financing for the Exchange Transactions effectively extended the maturity date of the Company's old bond debt by an additional three years, until 2023. Unfortunately, the Debtors' businesses continued to deteriorate and the deleveraging from the Exchange Transactions proved insufficient.

51. In March 2019, the Debtors engaged certain of the Company Advisors to assess their strategic alternatives, and explore the Debtors' options to deleverage their capital structure and rationalize their labor-related obligations. Soon thereafter, in April 2019, the Debtors' management

team and the Company Advisors engaged with the Prepetition Secured Parties and their respective advisors regarding potential restructuring transactions. In the face of a rapidly worsening liquidity position, the Debtors and their Company Advisors concluded that restructuring negotiations would have to take place simultaneously with the Debtors' labor and pension negotiations.

52. These dual-track negotiations were necessary because the Debtors' ability to address their capital structure required pension modifications from the CSPF as well as pension and work-rule modifications to their collective bargaining agreements (the "CBAs") with the Teamsters. Furthermore, given that the vast majority of the Debtors' revenues are dependent upon a handful of OEM customers, the Debtors believe it is imperative to avoid a litigious and protracted chapter 11 case and the attendant risk that key customers could lose confidence in the Company's ability to restructure and move their business to the Debtors' competitors. Accordingly, the Debtors' management team and the Company Advisors prioritized developing, negotiating and implementing a pre-negotiated restructuring supported by the Prepetition Secured Parties, the CSPF, and the Teamsters.

A. Initial Negotiations with the Prepetition Secured Parties

53. In April 2019, the Debtors initially engaged with the Prepetition Secured Parties regarding the Debtors' strategic alternatives and potential transaction structures. The Debtors determined that building consensus to implement a pre-negotiated transaction would require the Junior Term Loan Lenders to equitize the Junior Term Loans through a credit bid for the Debtors' assets.

54. The Junior Term Loan Lenders retained Kirkland & Ellis LLP ("K&E") as legal advisor, and PJT Partners, Inc. ("PJT," and together with K&E, the "Junior Term Loan Lenders'

Advisors"), as investment banker and financial advisor, to advise the Junior Term Loan Lenders on the terms of a comprehensive restructuring transaction that would best position the Company for long-term success. Shortly thereafter, the Company opened an "advisors' only" electronic data site containing extensive financial, legal, and corporate diligence materials, including substantial materials relating to the Company's labor- and pension-related obligations. Under the direction of the Company's senior management, the Company engaged with the Junior Term Loan Lenders and the Junior Term Loan Lenders' Advisors on a comprehensive restructuring to best position it for long-term success.

55. The Junior Term Loan Lenders' Advisors concurred with the Debtors' assessment that a viable restructuring transaction (a) would require substantial deleveraging, reduction in pension contributions, and other pension and labor contract modifications and (b) should be pursued consensually with all parties on a prepetition basis to the maximum extent possible to minimize the risk of disruption to the Debtors' businesses.

56. The Debtors also needed to obtain the support of Wells Fargo and Cerberus to provide liquidity and modify their respective debt documents to enable the Debtors to restructure and to execute on their business plan.

B. Labor and Pension Negotiations

57. On the labor and pension front, the Company and the Company's Advisors engaged in extensive negotiations with representatives of the CSPF and the Teamsters leadership to reduce the Company's pension obligations and modify the CBAs. Through initial discussions with representatives of the Teamsters, it was conveyed that the Company must first reach an agreement

with the CSPF regarding reductions to the current pension obligations before the Teamsters leadership could agree on any modifications to the CBAs.

58. Accordingly, beginning in June 2019, the Debtors and representatives of the CSPF began to trade drafts of an initial term sheet regarding, among other things, modifications to the Debtors' obligations to the CSPF. The Debtors' management team and the Company Advisors also engaged in in-person meetings to further these negotiations. Through these initial negotiations with the CSPF, the CSPF made clear that the only way the Debtors would be able to reduce their pension obligations to the CSPF on a consensual basis would be to: (a) withdraw from the CSPF and trigger the Debtors' approximately $2 billion in unsecured withdrawal liability; (b) effectuate a sale transaction of the Debtors' assets free and clear of all claims, liens, encumbrances and successor liability to a new employer that would then commence participating in the CSPF as a "New Employer" in its "Hybrid Plan" with a reduced pension contribution rate; and (c) obtain ratification from the membership of the Teamsters of new or modified CBAs that would permit the Debtors to reduce their pension obligations.

59. While negotiations with the CSPF were ongoing, the Debtors engaged with the Teamsters leadership regarding an initial proposal for modification to the CBAs. In early July, the Company's management, the Company Advisors, and the Teamsters' leadership conducted an in-person meeting to push forward negotiations regarding modifications to the CBAs. While these initial negotiations were constructive, the Teamsters leadership continued to convey that the Company needed to reach an agreement with the CSPF on a path forward, before the Teamsters leadership would be in a position to evaluate the Debtors' proposed CBA modifications.

60. As such, the Company focused its efforts on negotiating with representatives of the CSPF regarding the Company's pension obligations. After multiple meetings, exchanges of numerous term sheet drafts, and various discussions, the Company and the Stalking Horse Bidder were able to arrive at an agreement with the CSPF on July 25, 2019, the material terms of which are reflected in the MEPP Term Sheet (as defined in the RSA) (the "CSPF Resolution").

61. The CSPF Resolution was a critical step in the Company's restructuring efforts and paved the way for the Company to further engage with the Teamsters leadership in an effort to negotiate consensual modifications to the CBAs, which modifications are vital to implement the Company's restructuring.

62. With the MEPP Term Sheet in hand, the Company engaged in extensive round-the-clock negotiations with the Teamsters' leadership regarding modifications to the CBAs necessary to effectuate the restructuring. The Company and the Teamsters exchanged numerous term sheets during these negotiations, and worked tirelessly in an effort to reach common ground. These hard-fought negotiations culminated in the parties reaching an agreement that would restructure Company payments currently being made into the CSPF, allow the Company to completely withdraw from the Other MEPPs and modify certain work rules under the existing CBAs. These proposed changes are subject to ratification by the union membership. Without the pension relief and work rule modifications, the Company would not be financially viable. The proposed CBA modifications are reflected in the CBA Term Sheet (as defined in the RSA) (the "Proposed IBT Resolution"). Importantly, such modifications are subject to ratification by the participating members of the Teamsters. The Debtors also intend to initiate negotiations soon to discuss modification of its Machinists' labor agreements.

C. Development of Pre-Negotiated Restructuring and Entry into RSA

63. At the same time the Company and the Company Advisors were engaged in negotiations with representatives of the CSPF and the Teamsters, they also engaged in extensive negotiations with the Prepetition Secured Parties regarding a transaction that would result in the going-concern sale of substantially all of the Debtors' assets to the Stalking Horse Bidder pursuant to a credit bid under section 363(b) of the Bankruptcy Code, subject to higher or better offers.

64. These discussions revolved around the development of a restructuring framework to implement the Sale Transaction, including the means through which the Company would fund its restructuring process, the terms of the asset purchase agreement governing the Sale Transaction, the new Company's exit financing needs, and the terms of the secured debt the Stalking Horse Bidder would assume in connection with the Sale Transaction. The negotiations culminated in the Company, the First Lien Term Loan Lenders, and the Junior Term Loan Lenders entering into the RSA, which incorporates the CSPF Resolution, the Proposed IBT Resolution and the RSA parties' commitment to support the Sale Transaction, is the cornerstone of the Debtors' pre-negotiated restructuring and the product of hard-fought negotiations on multiple fronts.

65. To effect the transactions contemplated by the RSA, the Stalking Horse Bidder will credit bid claims under the Junior Term Loan Facilities and loans under the Term DIP Facility (defined below) as consideration for the Sale Transaction. Furthermore, Cerberus will waive amortization payments on the First Lien Term Loan Facility, not seek payment of default rate interest during the Chapter 11 Cases, consent to the credit bid by the Stalking Horse Bidder and agree to the Stalking Horse Bidder's assumption of the First Lien Term Loan Facility with modifications to the financial covenants and other terms to enable the Stalking Horse Bidder to

implement its business plan. The RSA also contemplates that upon consummation of the Sale Transaction, the Stalking Horse Bidder will have a minimum of $20 million in liquidity as of the date of closing.

66. The RSA also contemplates that the Junior Term Loan Lenders will provide a new money junior secured $15 million multi-draw term loan debtor-in-possession financing facility to the Company (the "Term DIP Facility") that will be credit bid in connection with the Sale Transaction. In addition, Wells Fargo will provide a senior secured superpriority asset based revolving lending facility with commitments of up to $85 million (the "ABL DIP Facility" and, together with the Term DIP Facility, the "DIP Facilities"). Without the DIP Facilities, the Company would not be able to sustain operations and effectuate its restructuring. The proposed DIP Facilities will provide critical liquidity necessary to, among other things, operate the business in the ordinary course and administer these Chapter 11 Cases.

67. Importantly, pursuant to the RSA, the Debtors will market and seek Court approval of the Sale Transaction through a thorough marketing process to ensure that the Sale Transaction is open to all bidders and that the Debtors receive the highest or otherwise best offer for their assets. The Debtors believe that the RSA, the Sale Transaction and the postpetition marketing process will maximize the value of the Debtors' estates, maintain the Debtors as a viable going-concern, preserve jobs for the Debtors' employees, and put the Company in a position to execute on its business plan, reinvest in the business to upgrade its fleet, and pursue future growth opportunities.

V. First Day Motions

68. Contemporaneously herewith, the Debtors have filed a number of First Day Motions in these Chapter 11 Cases seeking various forms of relief intended to stabilize the Debtors' business

operations, facilitate the efficient administration of these Chapter 11 Cases, and expedite a swift and smooth restructuring to consummate the Sale Transaction. The First Day Motions include:

A. Administrative Motions

(i) *Notice of Designation as Complex Chapter 11 Bankruptcy Case ("Complex Case Designation")*

(ii) *Debtors' Request for Expedited Consideration of Certain First Day Matters ("Expedited First Day Hearing Motion")*

(iii) *The Debtors' Motion for an Order Directing Joint Administration of the Debtors' Chapter 11 Cases ("Joint Administration Motion")*

(iv) *Debtors' Motion for Entry of an Order (I) Authorizing the Debtors to (A) Prepare a List of Creditors in Lieu of Submitting a Formatted Mailing Matrix and (B) File a Consolidated List of the Debtors' 30 Largest Unsecured Creditors, (II) Authorizing the Debtors to Redact Certain Personal Identification Information for Individual Creditors, and (III) Approving the Form and Manner of Notifying Creditors of Commencement of these Chapter 11 Cases ("Consolidated Top 30 and Matrix Motion")*

(v) *Debtors' Motion for Entry of an Order Extending Time to File Schedules of Assets and Liabilities, Schedules of Current Income and Expenditures, Schedules of Executory Contracts and Unexpired Leases, Statements of Financial Affairs, and Rule 2015.3 Financial Reports ("SOFAs / Schedules Extension / Waiver Motion")*

(vi) *Debtors' Motion for Entry of Order (I) Authorizing Jack Cooper Ventures, Inc. to Act as Foreign Representative, and (II) Granting Related Relief ("Foreign Representative Motion")*

(vii) *Debtors' Application for an Order Authorizing the Employment, Retention and Appointment of Prime Clerk, LLC as Claims and Noticing Agent and Administrative Advisor for the Debtors Nunc Pro Tunc to the Petition Date ("Prime Clerk Retention Application")*

B. Operational Motions Requesting Immediate Relief

(i) *Debtors' Motion for Interim and Final Orders (I) Authorizing the Debtors (A) to Obtain Postpetition Financing and (B) to Use Cash Collateral, (II) Granting Adequate Protection to Certain Prepetition Secured Parties,*

(III) Scheduling a Final Hearing; and (B) Granting Related Relief ("DIP Motion")

(ii) *Debtors' Motion for Entry of Interim and Final Orders (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 ("Cash Management Motion")*

(iii) *Debtors' Motion for Entry of Interim and Final Orders Authorizing the Debtors to (I) Pay Certain Prepetition Wages, Salaries, Other Compensation, and Reimbursable Employee Expenses and (II) Continue Employee Benefits ("Wages Motion")*

(iv) *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Pay Certain Prepetition Claims of Critical Vendors, Foreign Vendors, and 503(b)(9) Claimants and (II) Granting Related Relief ("Critical Vendors Motion")*

(v) *Debtors' Motion for Entry of Interim and Final Order Authorizing the Payment of Certain Prepetition Taxes and Fees ("Taxes Motion")*

(vi) *Debtors' Motion for Entry of Interim and Final Orders Determining Adequate Assurance of Payment for Future Utility Services ("Utilities Motion")*

(vii) *Debtors' Motion for Entry of Interim and Final Ores Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to the Common Stock ("Equity Trading Motion")*

(viii) *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Maintain and Continue Customer Programs and Honor Certain Prepetition Obligations Related Thereto, and (II) Granting Related Relief (the "Customer Programs Motion")*

(ix) *Debtors' Motion for Entry of Interim and Final Orders 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 ("Insurance Motion")*

69. The First Day Motions seek authority to, among other things, obtain debtor-in-possession financing and use cash collateral on an interim basis, honor employee-related wage and benefits obligations, pay certain prepetition accounts payable claims in the ordinary course of business, and ensure the continuation of the Debtors' cash management systems and other business operations without interruption. I believe that the relief requested in the First Day Motions is also necessary to allow the Debtors to successfully implement the Plan and promptly emerge from chapter 11.

70. Several of the First Day Motions request authority to pay certain prepetition claims. I understand that Rule 6003 of the Federal Rules of Bankruptcy Procedures provides, in relevant part, that the Court shall not consider motions to pay prepetition claims during the first twenty days following the filing of a chapter 11 petition, "except to the extent relief is necessary to avoid immediate and irreparable harm." In light of this requirement, the Debtors have narrowly tailored their requests for immediate authority to pay certain prepetition claims to those circumstances where the failure to pay such claims would cause immediate and irreparable harm to the Debtors and their estates.

71. I am familiar with the content and substance of the First Day Motions. The facts stated therein are true and correct to the best of my knowledge, information, and belief, and I believe that the relief sought in each of the First Day Motions is necessary to enable the Debtors to operate in chapter 11 with minimal disruption to their business operations and constitutes a critical element in successfully restructuring the Debtors' businesses.

72. For the reasons stated herein and in each of the First Day Motions filed concurrently or in connection with the commencement of these cases, I respectfully request that each of the First

Day Motions be granted in its entirety, together with such other and further relief as this Court deems just and proper.

[*Remainder of Page Intentionally Left Blank*]

I certify under penalty of perjury that, based upon my knowledge, information and belief as set forth in this Declaration, the foregoing is true and correct.

Date: August 6, 2019

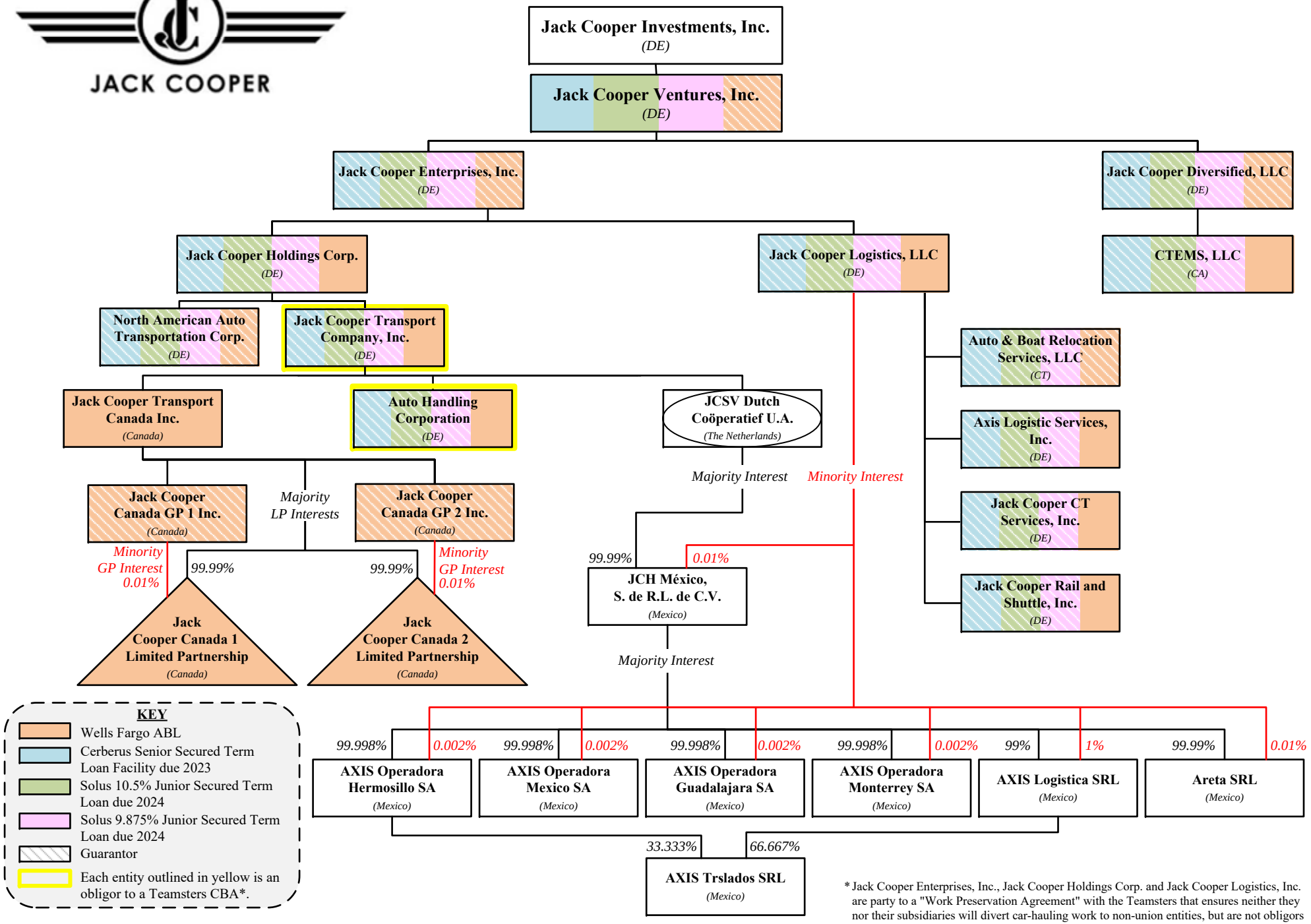
By: _____
Name: Greg R. May
Title: Chief Financial Officer of Jack Cooper Investments, Inc. and its Subsidiaries

EXHIBIT A

Corporate Structure Chart

Current Jack Cooper Corporate Structure

As of July 1, 2019



* Jack Cooper Enterprises, Inc., Jack Cooper Holdings Corp. and Jack Cooper Logistics, Inc. are party to a "Work Preservation Agreement" with the Teamsters that ensures neither they nor their subsidiaries will divert car-hauling work to non-union entities, but are not obligors under any collective bargaining agreement.

EXHIBIT B

U.S. Debtors	Canada Debtors	Non-Debtor Subsidiaries (Mexico and the Netherlands)
Jack Cooper Ventures, Inc.	Jack Cooper Transport Canada Inc.	JCSV Dutch Coöperatief U.A. (Netherlands)
Jack Cooper Diversified, LLC	Jack Cooper Canada GP 1 Inc.	JCH México, S. de R.L. de C.V.
Jack Cooper Enterprises, Inc.	Jack Cooper Canada GP 2 Inc.	AXIS Operadora Hermosillo SA
Jack Cooper Holdings Corp.	Jack Cooper Canada 1 Limited Partnership	AXIS Operadora Mexico SA
Jack Cooper Transport Company, Inc.	Jack Cooper Canada 2 Limited Partnership	AXIS Operadora Guadalajara SA
Pacific Motor Trucking Company		AXIS Operadora Monterrey SA
Auto Handling Corporation		AXIS Logistica SRL
CTEMS, LLC		Areta SRL
Jack Cooper Logistics, LLC		AXIS Trslados SRL
Auto & Boat Relocation Services, LLC		
Axis Logistic Services, Inc.		
Jack Cooper CT Services, Inc.		
Jack Cooper Rail and Shuttle, Inc.		
North American Auto Transportation Corp.		

EXHIBIT C

Restructuring Support Agreement

THIS RESTRUCTURING SUPPORT AGREEMENT IS NOT AN OFFER OR ACCEPTANCE WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE. NOTHING CONTAINED IN THIS RESTRUCTURING SUPPORT AGREEMENT SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE AGREEMENT EFFECTIVE DATE ON THE TERMS DESCRIBED HEREIN, DEEMED BINDING ON ANY OF THE PARTIES HERETO.

RESTRUCTURING SUPPORT AGREEMENT

This RESTRUCTURING SUPPORT AGREEMENT (including all exhibits, annexes, and schedules hereto in accordance with Section 14.02, this "**Agreement**") is made and entered into as of August 6, 2019 (the "**Execution Date**"), by and among the following parties (each of the following described in sub-clauses (i) through (v) of this preamble, individually, each a "**Party**" and, collectively, the "**Parties**"):[1]

i. Jack Cooper Investments, Inc., a company incorporated under the Laws of Delaware ("**Jack Cooper**"), and each of its affiliates[2] that have executed and delivered counterpart signature pages to this Agreement to counsel to the Consenting Lenders (the Entities in this clause (i), collectively, the "**Company Parties**");

ii. the undersigned holders of First Lien Claims that have executed and delivered counterpart signature pages to this Agreement, a Joinder, or a Transfer Agreement to counsel to the Company Parties (the Entities in this clause (ii), collectively, and in their capacity as such, the "**Consenting First Lien Term Loan Lenders**");

iii. the undersigned holders of 1.5 Lien Claims that have executed and delivered counterpart signature pages to this Agreement, a Joinder, or a Transfer Agreement to counsel to the Company Parties (the Entities in this clause (iii), collectively, and in their capacity as such, the "**Consenting 1.5 Lien Term Loan Lenders**");

iv. the undersigned holders of Second Lien Claims that have executed and delivered counterpart signature pages to this Agreement, a Joinder, or a Transfer Agreement to counsel to the Company Parties (the Entities in this clause (iv), collectively, and in their capacity as such, the "**Consenting Second Lien Term Loan Lenders**"); and

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[1] Capitalized terms used but not defined in the preamble and recitals to this Agreement have the meanings ascribed to them in Section 1.

[2] Affiliates shall include 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.

v. any person or Entity that subsequently becomes a party hereto that executes and delivers a Joinder or Transfer Agreement.

RECITALS

WHEREAS, the Company Parties and the Consenting Lenders have in good faith and at arm's length negotiated or been apprised of certain restructuring transactions with respect to the Company Parties' capital structure on the terms set forth in this Agreement, and as set forth in the Restructuring Term Sheet attached to this Agreement as **Exhibit A** (the "**Restructuring Transactions**");

WHEREAS, the Parties intend to implement the Restructuring Transactions through the commencement of voluntary cases by the Company Parties under chapter 11 of the Bankruptcy Code in the Bankruptcy Court (the "**Chapter 11 Cases**") in the United States Bankruptcy Court for the Northern District of Georgia under the terms and conditions set forth in the Restructuring Term Sheet;

WHEREAS, recognition of the Chapter 11 Cases (the "**CCAA Proceeding**") will be sought in the Ontario Superior Court of Justice (Commercial List) (the "**CCAA Court**") pursuant to Part IV of the Companies' Creditors Arrangement Act (the "**CCAA**");

WHEREAS, the Revolver Lenders and certain affiliates of the Consenting 1.5 Lien Term Loan Lenders and Consenting Second Lien Term Loan Lenders have agreed to provide, on a committed basis, the Company Parties with debtor-in-possession financing (the "**DIP Facilities**"); and

WHEREAS, the Parties have agreed to take certain actions in support of the Restructuring Transactions on the terms and conditions set forth in this Agreement and the Restructuring Term Sheet.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound hereby, agrees as follows:

AGREEMENT

Section 1. ***Definitions and Interpretation.***

1.01. Definitions. The following terms shall have the following definitions:

"**1.5 Lien Agent**" means Wilmington Trust, National Association, in its capacity as administrative and collateral agent for the 1.5 Lien Credit Agreement.

"**1.5 Lien Claims**" means any Claims on account of or arising under the 1.5 Lien Credit Agreement.

"**1.5 Lien Credit Agreement**" means 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), among certain entities of the Company Parties, the 1.5 Lien Agent, and the banks, financial institutions, and other lenders party thereto.

"**9.25% Indenture**" means that certain Fourth Supplemental Indenture, dated as of June 30, 2017 (as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time), among certain entities of the Company, U.S. Bank, National Association, as trustee and collateral agent.

"**9.25% Notes**" means the obligations outstanding under the 9.25% Indenture.

"**9.25% Notes Claims**" means any Claims on account of or arising under the 9.25% Notes.

"**ABL DIP Facility**" means that certain debtor-in-possession asset based loan facility, the terms of which shall be materially consistent with the Revolving Credit Facility Agreement, as modified to reflect the terms set forth in the Restructuring Term Sheet and other customary adjustments.

"**Agent**" means any administrative agent, collateral agent, or similar Entity under the Credit Agreements, including any successors thereto.

"**Agents/Trustees**" means, collectively, each of the Agents and Trustees.

"**Agreement**" has the meaning set forth in the preamble to this Agreement and, for the avoidance of doubt, includes all the exhibits, annexes, and schedules hereto in accordance with Section 14.02 (including the Restructuring Term Sheet and all exhibits thereto, including the CBA Term Sheet and the CSPF Term Sheet).

"**Agreement Effective Date**" means the date on which the conditions set forth in Section 2 of this Agreement have been satisfied or waived by the appropriate Party or Parties in accordance with this Agreement.

"**Agreement Effective Period**" means, with respect to a Party, the period from the Agreement Effective Date to the Termination Date applicable to that Party.

"**Alternative Transaction Proposal**" means any inquiry, proposal, offer, bid, term sheet, discussion, or agreement with respect to a sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, wind down, debt investment, financing, joint venture, partnership, equity investment, liquidation, tender offer, recapitalization, plan of reorganization, debtor-in-possession financing, exit financing, use of cash collateral, share exchange, business combination, or similar transaction, in each case to the extent received after the Agreement Effective Date, involving any one or more Company Parties or the debt, equity, or other interests in any one or more Company Parties that is an alternative to the Restructuring Transactions.

"**APA**" has the meaning set forth in the Restructuring Term Sheet.

"**Bankruptcy Code**" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended.

"**Bankruptcy Court**" means the United States Bankruptcy Court for the Northern District of Georgia.

"**Bennett Jones**" means Bennett Jones LLP as Canadian counsel to the Consenting Junior Term Loan Lenders.

"**Bid Deadline**" has the meaning set forth in the Bidding Procedures Order.

"**Bidding Procedures**" has the meaning set forth in the Restructuring Term Sheet.

"**Bidding Procedures Order**" has the meaning set forth in the Restructuring Term Sheet.

"**Bidding Procedures Recognition Order**" means an order of the CCAA Court recognizing the Bidding Procedures Order, which order shall be consistent in all material respects with this Agreement and the APA, and otherwise in form and substance acceptable to the Company Parties and the Required Consenting Junior Term Loan Lenders.

"**Business Day**" means any day other than a Saturday, Sunday, or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state of New York.

"**Cause of Action**" means any action, Claim, cross-claim, counterclaim, third-party claim, cause of action, controversy, demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, loss, debt, recoupment, damage, judgment, account, defense, objection, remedies, offset, power, privilege, license, and franchise of any kind or character whatsoever, whether known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or noncontingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, in contract or in tort, in law or in equity, or pursuant to any other theory of law (including, without limitation, under any state, provincial, or federal securities laws).

"**CBA Term Sheet**" means the term sheet attached to the Restructuring Term Sheet as Exhibit 2, as may be amended, supplemented, or modified.

"**CBAs**" means the Company Parties' U.S. collective bargaining agreements.

"**CCAA**" has the meaning set forth in the recitals to this Agreement.

"**CCAA Court**" has the meaning set forth in the recitals to this Agreement.

"**CCAA Proceeding**" has the meaning set forth in the recitals to this Agreement.

"**Central States Plan**" means the Central States, Southeast and Southwest Areas Pension Plan.

"**Cerberus**" means Cerberus Business Finance Agency, LLC.

"**Chapter 11 Cases**" has the meaning set forth in the recitals to this Agreement.

"**Claim**" has the meaning ascribed to it in section 101(5) of the Bankruptcy Code and section 2(1) of the CCAA.

"**Closing Date**" has the meaning set forth in the Restructuring Term Sheet.

"**Company**" means, collectively, Jack Cooper Investments, Inc., a Delaware corporation, and each of its direct and indirect subsidiaries.

"**Company Claims/Interests**" means any Claim against, or Equity Interest in, a Company Party, including the Revolving Credit Facility Claims, the First Lien Claims, the 1.5 Lien Claims, the Second Lien Claims, the DSJL Mortgage Claims, the Westside Bank Mortgage Claims, the 9.25% Notes Claims, and the Pension Withdrawal Note Claims.

"**Company Parties**" has the meaning set forth in the recitals to this Agreement.

"**Confidentiality Agreement**" means (i) an executed confidentiality agreement, including with respect to the issuance of a "cleansing letter" or other public disclosure of material non-public information agreement, as applicable, in connection with any proposed Restructuring Transactions, or (ii) any

confidentiality obligations in any other agreements, including, for the avoidance of doubt, in the Credit Agreements.

"**Consenting 1.5 Lien Term Loan Lenders**" has the meaning set forth in the preamble to this Agreement.

"**Consenting First Lien Term Loan Lenders**" has the meaning set forth in the preamble to this Agreement.

"**Consenting Junior Term Loan Lenders**" means, collectively, the Consenting 1.5 Lien Term Loan Lenders and the Consenting Second Lien Term Loan Lenders.

"**Consenting Lender Advisors**" means, collectively, the respective counsels to (a) each of the Agents (excluding the Revolver Agent), (b) the Consenting First Lien Term Loan Lenders, and (c) the Consenting Junior Term Loan Lenders.

"**Consenting Lender Fees and Expenses**" has the meaning set forth in Section 14.21(a) of this Agreement.

"**Consenting Lenders**" means, collectively, the Consenting First Lien Term Loan Lenders, and the Consenting Junior Term Loan Lenders, and any person or Entity that subsequently becomes a party hereto that executes and delivers a Joinder or Transfer Agreement.

"**Consenting Second Lien Term Loan Lenders**" has the meaning set forth in the preamble to this Agreement.

"**Credit Agreements**" means, collectively, the Revolving Credit Facility Credit Agreement, the First Lien Credit Agreement, the 1.5 Lien Credit Agreement, and the Second Lien Credit Agreement.

"**CSPF Support Agreement**" means that certain Pension Plan Treatment Agreement, dated as of August 6, 2019, by and among the Company Parties, the Central States Plan, and the Purchaser, and attached as Exhibit 3 to the Restructuring Term Sheet.

"**CSPF Term Sheet**" means that certain term sheet attached as Exhibit A to the CSPF Support Agreement.

"**Debtors**" means each of the Company Parties as debtors and debtors in possession in the Chapter 11 Cases.

"**Definitive Documents**" means the documents listed in Section 3.01 of this Agreement.

"**DIP Agents**" means, collectively, the "Administrative Agent," as defined in the DIP Credit Agreements.

"**DIP Credit Agreements**" means, collectively, the credit agreements governing the ABL DIP Facility and the Term DIP Facility.

"**DIP Facilities**" means, collectively, the ABL DIP Facility and the Term DIP Facility.

"**DIP Lender**" means a lender under either the ABL DIP Facility or the Term DIP Facility.

"**DIP Motion**" means the motion to be filed by the Company Parties with the Bankruptcy Court seeking Bankruptcy Court approval of the DIP Facilities, which motion shall be consistent with this Agreement, the Restructuring Term Sheet, and otherwise in form and substance acceptable to the DIP Lenders, the Required Consenting Lenders and the Company Parties.

"**DIP Orders**" means, collectively, the Interim DIP Order, the Final DIP Order, the Interim DIP Recognition Order, and the Final DIP Recognition Order.

"**DIP Secured Parties**" means the DIP Lenders together with the DIP Agent and the Issuing Banks and the other Secured Parties (each as defined in the DIP Credit Agreements).

"**Disclosure Schedules**" has the meaning set forth in the APA.

"**DSJL Mortgage**" means the obligations outstanding under that certain secured promissory note, dated as of August 17, 2018, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, among certain entities of the Company and DSJL Properties, LLC.

"**DSJL Mortgage Claims**" means any Claims on account of or arising under the DSJL Mortgage.

"**Entity**" shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

"**Equity Interests**" means, collectively, the shares (or any class thereof), common stock, preferred stock, limited liability company interests, and any other equity, ownership, or profits interests of any Company Party, and options, warrants, rights, or other securities or agreements to acquire or subscribe for, or which are convertible into the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, or other equity, ownership, or profits interests of any Company Party (in each case whether or not arising under or in connection with any employment agreement).

"**ERISA Affiliate**" means any corporation or any unincorporated trade or business that could, at any relevant time, be treated as a single employer with any Entity pursuant to Section 4001(b) of the Employee Retirement Income Security Act of 1974, as amended, or Section 414(b), (c), (m) or (o) of the Internal Revenue Code of 1986, as amended.

"**Execution Date**" has the meaning set forth in the preamble to this Agreement.

"**Executory Contract or Unexpired Lease**" means any contract or unexpired lease to which one or more of the Company Parties is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

"**Existing Employment Agreement**" means each of the agreements, offer letters, or programs in place as between the Company Parties and the following officers, directors, and members of management as of the Petition Date (which, for the avoidance of doubt, shall be consistent with the Restructuring Term Sheet and the APA in all respects): (i) the Chief Executive Officer; (ii) the Chief Financial Officer; (iii) the Executive Chairperson; (iv) the General Counsel, Executive Vice President and Chief Risk Officer; (v) the Associate General Counsel and Chief Human Resources Officer; (vi) the Chief Information Officer; (vii) the President of Transport; and (viii) the President of Logistics.

"**Exit Financing Documents**" means the agreements memorializing any exit financing facilities, including any amendments, modifications, supplements thereto, and together with any related notes, certificates, agreements, intercreditor agreements, security agreements, documents, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) related

to or executed in connection with any exit financing, each of which shall be in form and substance consistent in all material respects with this Agreement and acceptable to each of the lenders under the exit financing facilities, the Company Parties, and the Purchaser.

"**Exit First Lien Term Loan Facility**" has the meaning set forth in the Restructuring Term Sheet.

"**Final DIP Order**" means a final order of the Bankruptcy Court approving the DIP Motion, which order shall be consistent in all material respects with this Agreement and the DIP Credit Agreements and otherwise in form and substance acceptable to the Company Parties, the DIP Lenders, and the Required Consenting Lenders.

"**Final DIP Recognition Order**" means an order of the CCAA Court recognizing the Final DIP Order, which order shall be consistent in all material respects with this Agreement and the DIP Credit Agreements, and otherwise in form and substance acceptable to the Company Parties, the DIP Lenders, and the Required Consenting Lenders.

"**Final Order**" means an order or judgment of the Bankruptcy Court, as entered on the docket in any Chapter 11 Case or the docket of any other court of competent jurisdiction, which has not been reversed, vacated or stayed and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for a new trial, reargument, or rehearing shall then be pending; or (b) if an appeal, writ of certiorari, new trial, reargument, or rehearing thereof has been sought, such order or judgment shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument, or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, reargument, or rehearing shall have expired; *provided*, *however*, that no order or judgment shall fail to be a "Final Order" solely because of the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in another court of competent jurisdiction) or sections 502(j) or 1144 of the Bankruptcy Code has been or may be filed with respect to such order or judgment.

"**First Lien Agent**" means Cerberus in its capacity as administrative and collateral agent under the First Lien Credit Agreement.

"**First Lien Claims**" means any Claims on account of or arising under the First Lien Credit Agreement.

"**First Lien Credit Agreement**" means that certain Credit Agreement, dated as of June 28, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time), among certain of the Company Parties, Cerberus, as agent, and the banks, financial institutions, and other lenders party thereto.

"**First Lien Term Loan Facility**" has the meaning set forth in the Restructuring Term Sheet.

"**Hybrid Plan Participation Agreement**" means the Hybrid Plan Participation and Release Agreement by and among, the Central States Plan, the Purchaser, and certain of the Company Parties that shall be consistent in all respects with the CSPF Term Sheet and become effective on the Closing Date.

"**Interim DIP Order**" means an interim order of the Bankruptcy Court approving the DIP Motion, which order shall be consistent in all material respects with this Agreement and the DIP Credit Agreements, and otherwise in form and substance acceptable to the Company Parties, the DIP Lenders, and the Required Consenting Lenders.

"**Interim DIP Recognition Order**" means an order of the CCAA Court recognizing the Interim DIP Order, which order shall be consistent in all material respects with this Agreement and the DIP Credit Agreements, and otherwise in form and substance acceptable to the Company Parties, the DIP Lenders, and the Required Consenting Lenders.

"**Jack Cooper**" has the meaning set forth in the preamble to this Agreement.

"**Joinder**" means a joinder to this Agreement substantially in the form attached to this Agreement as **Exhibit B**.

"**Junior Credit Agreements**" means the Second Lien Credit Agreement and the 1.5 Lien Credit Agreement.

"**K&E**" means Kirkland & Ellis LLP as counsel to the Consenting Junior Term Loan Lenders.

"**Law**" means any federal, state, provincial, local, or foreign law (including common law), statute, code, ordinance, rule, regulation, order, ruling, or judgment, in each case, that is validly adopted, promulgated, issued, or entered by a governmental authority of competent jurisdiction (including the Bankruptcy Court and the CCAA Court).

"**Milestones**" has the meaning set forth in the Restructuring Term Sheet.

"**Outside Date**" means the date that is 105 days after the Petition Date.

"**Parties**" has the meaning set forth in the preamble to this Agreement.

"**Pension Withdrawal Note Claims**" means the obligations outstanding under those certain unsecured note related to certain partial and complete pension withdrawal liability assessments arising prior to the Petition Date, including approximately $6,400,000 in the aggregate principal amount outstanding, plus all interest, fees, expenses, costs, and other charges arising under or related thereto.

"**Permitted Transferee**" means each transferee of any Company Claims/Interests who meets the requirements of Section 9.01 of this Agreement.

"**Petition Date**" means August 6, 2019.

"**PJT**" means PJT Partners, Inc. as advisor to the Consenting Junior Term Loan Lenders.

"**Purchaser**" means the purchaser of all, or substantially all, of the Company Parties' assets pursuant to the APA.

"**Related Parties**" means, with respect to any entity, such entity's predecessors, successors, assigns, and present and former affiliates (whether by operation of Law or otherwise) and subsidiaries, and each of their respective managed accounts or funds or investment vehicles, and each of their respective current and former equity holders, officers, directors, managers, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, and other professionals, in each case acting in such capacity, including in their capacity as directors of or board observers to the Company Parties, as applicable.

"**Required Consenting 1.5 Lien Term Loan Lenders**" means, as of the date of determination, Consenting 1.5 Lien Term Loan Lenders holding at least 50.1% of the aggregate outstanding principal amount of the 1.5 Lien Claims that are held by Consenting 1.5 Lien Term Loan Lenders.

"**Required Consenting First Lien Term Loan Lenders**" means, as of the date of determination, Consenting First Lien Term Loan Lenders holding at least 50.1% of the aggregate outstanding principal amount of the First Lien Claims that are held by Consenting First Lien Term Loan Lenders.

"**Required Consenting Junior Term Loan Lenders**" means, as of the date of determination, the Required Consenting 1.5 Lien Term Loan Lenders and the Required Consenting Second Lien Term Loan Lenders.

"**Required Consenting Lenders**" means, collectively, the Required Consenting First Lien Term Loan Lenders and the Required Consenting Junior Term Loan Lenders.

"**Required Consenting Second Lien Term Loan Lenders**" means, as of the date of determination, Consenting Second Lien Term Loan Lenders holding at least 50.1% of the aggregate outstanding principal amount of the Second Lien Claims that are held by Consenting Second Lien Term Loan Lenders.

"**Restructuring Term Sheet**" means the term sheet attached hereto as **Exhibit A**.

"**Restructuring Transactions**" has the meaning set forth in the recitals to this Agreement.

"**Revolver Agent**" means Wells, in its capacity as administrative and collateral agent under the Revolving Credit Facility Credit Agreement.

"**Revolving Credit Facility Claims**" means any Claims on account of or arising under the Revolving Credit Facility Credit Agreement.

"**Revolving Credit Facility Credit Agreement**" means 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), among certain of the Company Parties, Wells, as lead arranger, sole bookrunner, and administrative agent, and the banks, financial institutions, and other lenders party thereto.

"**Revolver Lenders**" means the lenders under the Revolving Credit Facility Credit Agreement.

"**Rules**" means Rule 501(a)(1), (2), (3), and (7) of the Securities Act.

"**Sale Order**" has the meaning set forth in the Restructuring Term Sheet.

"**Sale Recognition Order**" means an order of the CCAA Court recognizing the Sale Order, which order shall be consistent in all material respects with this Agreement and the DIP Credit Agreements, and otherwise in form and substance acceptable to the Company Parties and the Required Consenting Lenders.

"**Sale Transaction**" means a sale of all, or substantially all of the Debtors' assets to a Purchaser to be consummated under the APA, the Sale Order pursuant to section 363 of the Bankruptcy Code and the Sale Recognition Order.

"**Schulte**" means Schulte Roth & Zabel LLP as counsel to the First Lien Agent and the Consenting First Lien Term Loan Lenders.

"**Second Lien Agent**" means Wilmington Trust, National Association, in its capacity as administrative and collateral agent for the Second Lien Credit Agreement.

"**Second Lien Claims**" means any Claims on account of or arising under the Second Lien Credit Agreement.

"**Second Lien Credit Agreement**" means 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), among certain of the Company Parties, the Second Lien Agent, and the banks, financial institutions, and other lenders party thereto.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Term DIP Claims**" means any Claims on account of or arising under the credit agreement governing the Term DIP Facility.

"**Term DIP Facility**" means that certain debtor-in-possession term loan financing facility, the terms of which shall be consistent with this Agreement and the Restructuring Term Sheet and shall otherwise be acceptable to the Company Parties and the Required Consenting Lenders in all material respects.

"**Termination Date**" means the date on which termination of this Agreement as to a Party is effective in accordance with Sections 12.01, 12.02, 12.03, or 12.04 of this Agreement.

"**Transfer Agreement**" means an executed form of the transfer agreement providing, among other things, that a transferee is bound by the terms of this Agreement and substantially in the form attached hereto as **Exhibit C**.

"**Transfer**" means to sell, resell, reallocate, use, pledge, assign, transfer, hypothecate, participate, donate or otherwise encumber or dispose of, directly or indirectly (including through derivatives, options, swaps, pledges, forward sales or other transactions).

"**Trustee**" means any indenture trustee, collateral trustee, or other trustee or similar Entity under the 9.25% Notes.

"**Wells**" means Wells Fargo Capital Finance, LLC.

"**Westside Bank Mortgage Claims**" means any Claims on account of or arising under the Westside Bank Mortgage.

"**Westside Bank Mortgage**" means the obligations outstanding under that certain secured Business Loan Agreement, dated as of November 14, 2018, and the related security and mortgage documentation (each as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time), among Jack Cooper Holdings Corp. and Westside Bank, as lender.

1.02. Interpretation. For purposes of this Agreement:

(a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender;

(b) capitalized terms defined only in the plural or singular form shall nonetheless have their defined meanings when used in the opposite form;

(c) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;

(d) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit shall mean such document, schedule, or exhibit, as it may have been or may be amended, restated, supplemented, or otherwise modified from time to time; *provided*, that any capitalized terms herein which are defined with reference to another agreement, are defined with reference to such other agreement as of the date of this Agreement, without giving effect to any termination of such other agreement or amendments to such capitalized terms in any such other agreement following the date hereof;

(e) unless otherwise specified, all references herein to "Sections" are references to Sections of this Agreement;

(f) the words "herein," "hereof," and "hereto" refer to this Agreement in its entirety rather than to any particular portion of this Agreement;

(g) captions and headings to Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Agreement;

(h) references to "shareholders," "directors," and/or "officers" shall also include "members" and/or "managers," as applicable, as such terms are defined under the applicable limited liability company Laws;

(i) the words "include," "includes," and "including" when used herein shall be deemed in each case to be followed by the words "without limitation";

(j) any reference in this Agreement (including any exhibits and schedules hereto) to "dollars" or "$" shall mean U.S. dollars;

(k) the phrase "counsel to the Consenting Lenders" refers in this Agreement to each counsel specified in Section 14.10 of this Agreement other than counsel to the Company Parties; and

(l) the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

Section 2. ***Effectiveness of this Agreement.***

2.01. This Agreement shall become effective and binding upon each of the Parties at 12:00 a.m., prevailing Eastern Time, on the Agreement Effective Date, which is the date on which all of the following conditions have been satisfied or waived in accordance with this Agreement:

(a) each of the Company Parties shall have executed and delivered counterpart signature pages of this Agreement to counsel to each of the Parties, excluding any transferee or joinder party;

(b) the following shall have executed and delivered counterpart signature pages of this Agreement to counsel to the Company Parties and the Consenting Lender Advisors:

(i) holders of 100% of the aggregate outstanding principal amount of the First Lien Claims;

(ii) holders of 100% of the aggregate outstanding principal amount of the 1.5 Lien Claims; and

(iii) holders of 100% of the aggregate outstanding principal amount of the Second Lien Claims.

(c) counsel to the Company Parties shall have given notice to counsel to the Consenting Lenders in the manner set forth in Section 14.10 of this Agreement (by email or otherwise) that the other conditions to the Agreement Effective Date set forth in this Section 2.01 have occurred.

Section 3. ***Definitive Documents.***

3.01. The Definitive Documents governing the Restructuring Transactions shall include the following: (a) the APA; (b) the Sale Order and the Sale Recognition Order; (c) the Bidding Procedures Order and the Bidding Procedures Recognition Order; (d) the DIP Orders and the DIP Recognition Orders; (e) the DIP Credit Agreements; (f) the CBA Term Sheet and any definitive documentation implementing the transactions thereunder; (g) the Hybrid Plan Participation Agreement; (h) the CSPF Term Sheet; (j) the CSPF Support Agreement; (k) the Exit Financing Documents; and (l) any additional documentation necessary to implement the Sale Transaction.

3.02. Upon completion, the Definitive Documents and every other document, deed, agreement, filing, notification, letter, or instrument related to the Restructuring Transactions shall contain terms, conditions, representations, warranties, and covenants consistent with the terms of this Agreement, as they may be modified, amended, or supplemented in accordance with Section 13 of this Agreement. Further, unless otherwise provided in this Agreement, the Definitive Documents not executed as of the Execution Date shall otherwise be consistent with this Agreement and in form and substance reasonably acceptable to the Company Parties and the Required Consenting Lenders; *provided*, that the Exit Financing Documents must be reasonably acceptable to all lenders under the Exit Financing Documents. Each Party agrees that it shall act in good faith and use and undertake all commercially reasonable efforts to negotiate and finalize the terms of the Definitive Documents that are not finalized as of the date hereof.

Section 4. ***Milestones.*** The Restructuring Transactions shall be implemented in accordance with the Milestones set forth in the Restructuring Term Sheet, which Milestones shall also include consummation of the Sale Transaction on or prior to the Outside Date. Each Milestone shall be subject to extension by mutual agreement between the Company Parties and the Required Consenting Junior Term Loan Lenders, in consultation with the Required Consenting First Lien Term Loan Lenders.

Section 5. ***Commitments of the Consenting Lenders.***

5.01. General Commitments, Forbearances, and Waivers.

(a) Except as set forth in Section 6 of this Agreement, during the Agreement Effective Period, each Consenting Lender (severally and not jointly) agrees, in respect of all of its Company Claims/Interests, to:

(i) support the Restructuring Transactions, vote, and reasonably exercise any powers or rights available to it (including in any board, shareholders', or creditors' meeting or in any process

requiring voting or approval to which they are legally entitled to participate), in each case in favor of any matter requiring approval to the extent necessary to implement the Restructuring Transactions;

(ii) use commercially reasonable efforts to cooperate with and assist the Company Parties in obtaining additional support for the Restructuring Transactions from the Company Parties' other stakeholders;

(iii) negotiate in good faith and use commercially reasonable efforts to execute and deliver any appropriate additional agreements or add any appropriate additions or alternative provisions to address any legal, financial, or structural impediment that may arise that would prevent, hinder, impede, delay, or are necessary to effectuate the consummation of, the Restructuring Transactions;

(iv) negotiate in good faith and use commercially reasonable efforts to execute and implement the Definitive Documents that are consistent with this Agreement and to which it is required to be a party;

(v) take commercially reasonable efforts to negotiate in good faith regarding, as soon as reasonably practicable after the date hereof (and in any case, in compliance with the applicable Milestones), all Definitive Documents that are necessary to consummate the Restructuring Transactions;

(vi) use commercially reasonable efforts to oppose any party or person from taking any actions contemplated in Section 5.01(b) of this Agreement;

(vii) give any notice, order, instruction, or direction to the applicable Agents/Trustees necessary to give effect to the Restructuring Transactions; and

(viii) during the Agreement Effective Period, forbear from the exercise of its rights (including any right of set-off) or remedies under the Credit Agreements and any agreements contemplated thereby, as applicable, and under applicable U.S., Canadian, or any other foreign law or otherwise, in each case, with respect to any breaches, defaults, events of default, or potential defaults by the Company; *provided*, *however*, that any such forbearance shall not be construed as a waiver by any Party of any or all of such Party's rights and the Parties expressly reserve and all of their respective rights. Each Consenting Lender further agrees that if any applicable Agent takes any action inconsistent with any such Consenting Lender's obligations under this Agreement, such Consenting Lenders shall use commercially reasonable efforts to cause such Agent to cease and refrain from taking such actions.

(b) Except as set forth in Section 6 of this Agreement, during the Agreement Effective Period, each Consenting Lender (severally and not jointly) agrees, in respect of all of its Company Claims/Interests, that it shall not directly or indirectly:

(i) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Restructuring Transactions;

(ii) object to, impede, or take any other action to oppose or interfere with the Consenting Junior Term Loan Lenders' right to credit bid, including any Claims under the Term DIP Facility; *provided* that any credit bid made by the Purchaser must be consistent in all respects with the terms of this Agreement and the Restructuring Term Sheet; *provided*, *further*, that, consistent with this Agreement and the Restructuring Term Sheet, in connection with the Sale Transaction the Consenting First Lien Term Loan Lenders and the First Lien Agent hereby consent to the credit bid of the Term DIP Claims, the 1.5 Lien Claims and the Second Lien Claims and the other transactions contemplated hereby;

(iii) propose, file, support, solicit or vote for any offer or indication of interest received from any Person, except in its capacity as a Consultation Party (as defined in the Bidding Procedures) under the Bidding Procedures Order; *provided* that during the Agreement Effective Period, if any Consenting Lender receives an unsolicited proposal or expression of interest regarding any Potential Bid, such Consenting Lender shall promptly: (A) notify the other Parties, and their respective counsel, of any such proposal or expression of interest, with such notice to include the material terms thereof, including the identity of the person or group of persons involved; and (B) furnish counsel to the other Parties with any unsolicited proposal or indication of interest or any other information that they receive relating to the foregoing; *provided further* that, following the notification of other Parties and their respective counsel of any unsolicited proposal or expression of interest, the Consenting First Lien Lenders shall not respond to such unsolicited proposal or expression of interest absent the consent of the Consenting Junior Term Loan Lenders (which consent shall not be unreasonably withheld);

(iv) file any motion, pleading, or other document with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not materially consistent with this Agreement or the Restructuring Term Sheet;

(v) initiate, or have initiated on its behalf, any litigation or proceeding of any kind with respect to the Chapter 11 Cases, the CCAA Proceeding, this Agreement, the Restructuring Term Sheet, or the Restructuring Transactions contemplated hereunder or thereunder against the Company Parties or the other Parties other than to enforce this Agreement or any Definitive Document, or as otherwise permitted under this Agreement;

(vi) exercise, or direct any other person to exercise, any right or remedy for the enforcement, collection, or recovery of any Claims against or interests in the Company Parties including rights or remedies arising from or asserting or bringing any Claims under or with respect to the Credit Agreements that are inconsistent with this Agreement or the Definitive Documents; or

(vii) object to, delay, impede, or take any other action to interfere with the Company Parties' ownership and possession of their assets, wherever located, or interfere with the automatic stay arising under section 362 of the Bankruptcy Code or the stay imposed by the CCAA Court in the CCAA Proceeding unless otherwise permitted under the Definitive Documents.

(c) In connection with the consummation of the Sale Transaction, the Consenting Junior Term Loan Lenders shall cause the Purchaser to assume the Existing Employment Agreements (as modified as provided in the APA) in accordance with the terms set forth in the Restructuring Term Sheet and the APA.

(d) Any requirement that any of the Consenting Lenders take any action pursuant to this Agreement will be deemed satisfied if such action is taken by such Consenting Lenders' Agent/Trustee.

5.02. Commitments with Respect to Chapter 11 Cases and CCAA Proceeding. During the Agreement Effective Period, each Consenting Lender, in respect of each of its Company Claims/Interests, will support, and will not directly or indirectly object to, delay, impede, or take any other action to interfere with any motion or other pleading or document filed by a Company Party in the Bankruptcy Court or the CCAA Court that is consistent with this Agreement, including Section 3.02 of this Agreement.

Section 6. ***Additional Provisions Regarding the Consenting Lenders' Commitments.***

6.01. Generally. Notwithstanding anything contained in this Agreement, nothing in this Agreement shall: (a) affect the ability of any Consenting Lender to consult with any other Consenting Lender, the Company Parties, or any other party in interest in the Chapter 11 Cases or the CCAA Proceeding

(including any official committee and the United States Trustee); (b) impair or waive the rights of the Consenting Lenders under any applicable bankruptcy, insolvency, foreclosure, or similar proceeding, including appearing as a party in interest in any matter to be adjudicated in order to be heard concerning any matter arising in the Chapter 11 Cases or the CCAA Proceeding, in each case, so long as such act, action, consultation, or appearance is not in breach of or inconsistent with the Restructuring Transactions, the obligations of the Consenting Lenders and the Company Parties hereunder, or for the purpose of hindering, delaying, or preventing the consummation of the Restructuring Transactions; (c) limit the ability of any Consenting Lender to sell or enter into any transaction in connection with loans or any other Company Claims/Interests, other than as set forth in Section 9 of this Agreement; (d) constitute a waiver or amendment of any provisions of the Credit Agreements, subject to Section 5.02 of this Agreement; (e) prevent any Consenting Lender from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement; and (f) require any Consenting Lender to incur any unexpected material unreimbursed expenses solely as a result of satisfying obligations under Section 5 of this Agreement.

Section 7. ***Commitments of the Company Parties.***

7.01. Affirmative Commitments. Except as set forth in Section 8 of this Agreement, during the Agreement Effective Period, the Company Parties agree to:

(a) support and take all steps necessary to consummate the Restructuring Transactions in accordance with this Agreement, including the applicable milestones set forth in Section 4 of this Agreement;

(b) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Restructuring Transactions contemplated herein, take all commercially reasonable steps necessary to address any such impediment;

(c) use commercially reasonable efforts to obtain any and all required governmental, regulatory, environmental, and/or third-party approvals for the Restructuring Transactions;

(d) negotiate in good faith and use commercially reasonable efforts to execute and deliver the Definitive Documents and any other required agreements or documents to effectuate and consummate the Restructuring Transactions as contemplated by this Agreement;

(e) use commercially reasonable efforts to seek additional support for the Restructuring Transactions from their other material stakeholders, and, to the extent the Company Parties receive any Joinders or Transfer Agreements, notify the Consenting Lenders of such Joinders and Transfer Agreements as reasonably promptly as practicable after receipt;

(f) provide counsel to any of the Consenting Lenders (each in their capacity as such) draft copies of documents that the Company Parties intend to file with Bankruptcy Court or the CCAA Court at least three (3) calendar days prior to the filing of such documents (or as soon as is reasonably practicable under the circumstances);

(g) take commercially reasonable efforts to complete the preparation of and negotiate in good faith regarding, as soon as reasonably practicable after the date hereof (and in any case, in compliance with the applicable Milestones) all Definitive Documents and any other documents that are necessary to consummate the Restructuring Transactions;

(h) timely file a formal objection to any motion filed with the Bankruptcy Court or the CCAA Court by any party seeking (i) the entry of an order (A) directing the appointment of an examiner with expanded powers or a trustee or receiver, (B) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (C) dismissing the Chapter 11 Cases or the CCAA Proceeding, or (D) directing the appointment of an equity committee, whether pursuant to section 1102(a)(2) of the Bankruptcy Code or otherwise, in the Chapter 11 Cases; or (ii) the entry of an order modifying or terminating the Company Parties' exclusive right to file and/or solicit acceptances of a plan of reorganization;

(i) use reasonable best efforts to provide to K&E all material executory contracts and unexpired leases of the Company Parties for the purposes of concluding which such executory contracts and unexpired leases the Company Parties intend (with the consent of or at the direction of the Consenting Junior Term Loan Lenders, as applicable) to assume and assign to the Purchaser pursuant to the terms of the Sale Order, the Sale Recognition Order and APA;

(j) pay the Consenting Lender Fees and Expenses in accordance with Section 14.21 of this Agreement;

(k) support the mutual releases set forth in the Restructuring Term Sheet and the APA;

(l) take commercially reasonable efforts to negotiate and enter into any amendments or modifications to any executory contract or unexpired lease upon the written direction of the Consenting Junior Term Loan Lenders, in a manner that is reasonably satisfactory to the Consenting Junior Term Loan Lenders as soon as reasonably practicable after receipt of such direction;

(m) upon reasonable request of any of the Consenting Lenders, inform the advisors to such Consenting Lenders as to: (i) the material business and financial (including liquidity) performance of the Company Parties; (ii) the status and progress of the Restructuring Transactions, including progress in relation to the negotiations of the Definitive Documents; and (iii) the status of obtaining any necessary or desirable authorizations (including any consents) from the Consenting Lenders, any competent judicial body, governmental authority, banking, taxation, supervisory, or regulatory body;

(n) inform counsel to each of the Consenting Lenders as soon as reasonably practicable after becoming aware of:

(i) (A) any matter or circumstance that they know, or suspect is likely, to be a material impediment to the implementation or consummation of the Restructuring Transactions; (B) any occurrence, or failure to occur, of any event that would be likely to cause (1) any representation or warranty of the Company Parties contained in this Agreement, the Restructuring Term Sheet, or the Definitive Documents to be untrue or inaccurate in any material respect, (2) any covenant of any of the Company Parties contained in this Agreement, the Restructuring Term Sheet, or the Definitive Documents not to be satisfied in any material respect, or (3) any condition precedent contained in this Agreement, the Restructuring Term Sheet, or the Definitive Documents to not occur or become impossible to satisfy; (C) any notice of any commencement of any involuntary insolvency proceedings, legal suit for payment of debt or from or by any person in respect of any Company Party; (D) a breach of this Agreement (including a breach by any Company Party); and (E) any representation or statement made or deemed to be made by them under this Agreement that is or proves to have been materially incorrect or misleading in any respect when made or deemed to be made; and

(ii) the receipt by the Company Parties of any written notice (A) from any third party alleging that the consent of such party is or may be required in connection with the transactions contemplated by the Restructuring Transactions; (B) from any governmental body in connection with this

Agreement, the Restructuring Term Sheet, or the Definitive Documents or the transactions contemplated by the Restructuring Transactions; (C) of any proceeding commenced, or, to the knowledge of the Company Parties, threatened against the Company Parties, relating to or involving or otherwise affecting in any material respect the transactions contemplated by the Restructuring Transactions; or (D) of alleged default, breach, waiver, or termination of this Agreement, the Restructuring Term Sheet, or the Definitive Documents.

(o) maintain their good standing under the Laws of the state, province, or other jurisdiction in which they are incorporated or organized; and

(p) operate their business in the ordinary course, taking into account the Restructuring Transactions.

7.02. Negative Commitments. Except as set forth in Section 8 and 14.12 of this Agreement, during the Agreement Effective Period, each of the Company Parties shall not directly or indirectly:

(a) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Restructuring Transactions;

(b) take any action that is inconsistent in any material respect with, or is intended to frustrate or impede approval, implementation, and consummation of the Restructuring Transactions described in this Agreement or the APA;

(c) modify the Definitive Documents, in whole or in part, in a manner that is not consistent with this Agreement in all material respects;

(d) file any motion, pleading, or Definitive Documents with the Bankruptcy Court, CCAA Court, or any other court (including any modifications or amendments thereof) that, in whole or in part, is not materially consistent with this Agreement or the APA;

(e) publicly announce its intention not to pursue the Sale Transaction;

(f) move for an order authorizing or directing the assumption or rejection of any executory contract or unexpired lease without the consent of the Consenting Junior Term Loan Lenders, which shall not be unreasonably withheld or conditioned;

(g) commence an avoidance action or other legal proceeding that challenges the validity, enforceability or priority of the obligations under the Credit Agreements;

(h) commence, support, or join any litigation or adversary proceeding against the Consenting Lenders;

(i) issue, sell, pledge, dispose of, or encumber any additional shares of, or any options, warrants, conversion privileges, or rights of any kind to acquire any shares of, any of its Equity Interests, including capital stock or limited liability company interests;

(j) amend or propose to amend its respective certificate or articles of incorporation, bylaws or comparable organizational documents in a manner inconsistent with this Agreement or the APA;

(k) split, combine, or reclassify any outstanding shares of its capital stock or other Equity Interests, or declare, set aside or pay any dividend or other distribution payable in cash, stock, property, or otherwise with respect to any of its Equity Interests;

(l) redeem, purchase, or acquire, or offer to acquire any of its Equity Interests, including capital stock or limited liability company interests;

(m) enter into any commitment or agreement with respect to debtor-in-possession financing, cash collateral, and/or exit financing other than the facilities contemplated under the DIP Facilities or the other Definitive Documents, this Agreement, or the Restructuring Term Sheet;

(n) incur or suffer to exist any indebtedness or debt, or guarantee any indebtedness or enter into any "keep well" or other agreement to maintain any financial condition of another person, except indebtedness existing and outstanding immediately before the Petition Date, trade payables, liabilities arising and incurred in the ordinary course of business, and indebtedness arising under the DIP Facilities;

(o) change materially its financial or tax accounting methods, except insofar as may have been required by a change in GAAP or applicable law, or revalue any of its material assets;

(p) enter into, adopt, or amend any management employment agreements or management compensation or incentive plans, or increase in any manner the compensation or benefits (including severance) of any directors, officers, or management level employees of any of the Company Parties or enter into or amend any existing employee agreements or any benefit or compensation plans, except in the ordinary course of business consistent with past practices in each case, or except as may be expressly permitted under this Agreement or the Restructuring Term Sheet;

(q) incur any liens or security interests, other than those existing immediately prior to the date hereof, those permitted under the DIP Facilities, or those granted under the DIP Facilities;

(r) transfer any asset or right of the Company Parties or any asset or right used in the business of the Company Parties to any person or Entity outside the ordinary course of business, except in each case with the consent of the Consenting Junior Term Loan Lenders; and

(s) engage in any merger, consolidation, disposition, acquisition, investment, dividend, incurrence of indebtedness or other similar transaction outside of the ordinary course of business other than the Restructuring Transactions.

Section 8. ***Additional Provisions Regarding Company Parties' Commitments.***

8.01. Notwithstanding anything to the contrary in this Agreement, each Company Party and their respective directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives shall have the right to:

(a) from the Agreement Effective Date until the Bid Deadline, seek, solicit, encourage, induce, consider, respond to, and facilitate Alternative Transaction Proposals consistent with the proposed Bidding Procedures Order;

(b) provide access to non-public information concerning any Company Party to any Entity or enter into Confidentiality Agreements or nondisclosure agreements, the terms of which shall be consistent with this Agreement; and

(c) enter into or continue discussions or negotiations with holders of Claims against or existing Equity Interests in a Company Party (including any Consenting Lender), any other party in interest (including, if applicable, in the Chapter 11 Cases (including any official committee, the United States Trustee, and the information officer appointed in the CCAA Proceeding)), or any other Entity regarding the Restructuring Transactions. The Company Parties shall provide counsel for the Consenting Lenders with updates on the status of and, if applicable, a copy of, any offer, proposal, or expression of interest regarding an Alternative Transaction Proposal within three (3) calendar days of the Company Parties' or their advisors' receipt of such offer, proposal, or expression of interest.

Section 9. ***Transfer of Interests and Securities.***

9.01. During the Agreement Effective Period, no Consenting Lender shall Transfer any ownership in any Company Claims/Interests to any affiliated or unaffiliated party, including any party in which it may hold a direct or indirect beneficial interest, unless (i) the transferee executes and delivers to counsel to the Company Parties, at or before the time of the proposed Transfer, a Transfer Agreement or (ii) the transferee is a Consenting Lender and the transferee provides notice of such Transfer (including the amount and type of Company Claim/Interest Transferred) to counsel to the Company Parties and the Consenting Lender Advisors at or before the time of the proposed Transfer.

9.02. Upon compliance with the requirements of Section 9.01 of this Agreement, the transferee shall be deemed a Consenting Lender and the transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement to the extent of the rights and obligations in respect of such transferred Company Claims/Interests. Any Transfer in violation of Section 9.01 of this Agreement shall be void *ab initio*.

9.03. This Agreement shall in no way be construed to preclude the Consenting Lenders from acquiring additional Company Claims/Interests; *provided*, that (a) such additional Company Claims/Interests shall automatically and immediately upon acquisition by a Consenting Lender be deemed subject to the terms of this Agreement (regardless of when or whether notice of such acquisition is given to counsel to the Company Parties or counsel to the Consenting Lenders); and (b) such Consenting Lender must provide notice of such acquisition (including the amount and type of Company Claim/Interest acquired) to counsel to the Company Parties and the Consenting Lender Advisors within three (3) Business Days of such acquisition.

9.04. Notwithstanding anything to the contrary herein, to the extent a Company Party or another Party have entered into a Confidentiality Agreement, the terms of such Confidentiality Agreement shall continue to apply and remain in full force and effect according to its terms, and this Agreement does not supersede any rights or obligations otherwise arising under such Confidentiality Agreements.

9.05. Notwithstanding anything to the contrary in this Section 9, the restrictions on Transfer set forth in this Section 9 shall not apply to the grant of any liens or encumbrances on any Company Claims/Interests in favor of a bank or broker-dealer holding custody of such Claims and Interests in the ordinary course of business and which lien or encumbrance is released upon the Transfer of such Claims and Interests.

Section 10. ***Representations and Warranties of Consenting Lenders.*** Each Consenting Lender severally, and not jointly, represents and warrants that, as of the date such Consenting Lender executes and delivers this Agreement and as of the Closing Date:

(a) it is the beneficial or record owner of the face amount of the Company Claims/Interests or is the nominee, investment manager, or advisor for beneficial holders of the Company Claims/Interests

reflected in, and, having made reasonable inquiry, is not the beneficial or record owner of any Company Claims/Interests other than those reflected in, such Consenting Lender's signature page to this Agreement or a Transfer Agreement, as applicable (as may be updated pursuant to Section 9 of this Agreement);

(b) it has the full power and authority to act on behalf of, vote, and consent to matters concerning, such Company Claims/Interests;

(c) such Company Claims/Interests are free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal, or other limitation on disposition, Transfer, or encumbrances of any kind, that would adversely affect in any way such Consenting Lender's ability to perform any of its obligations under this Agreement at the time such obligations are required to be performed;

(d) it has the full power to vote, approve changes to, and transfer all of its Company Claims/Interests as contemplated by this Agreement subject to applicable Law; and

(e) solely with respect to holders of Company Claims/Interests, (i) it is either (A) a qualified institutional buyer as defined in Rule 144A under the Securities Act, (B) not a U.S. person (as defined in Regulation S under the Securities Act), or (C) an institutional accredited investor (as defined in the Rules), (ii) any securities acquired by the Consenting Lender in connection with the Restructuring Transactions will have been acquired for investment and not with a view to distribution or resale in violation of the Securities Act, and (iii) has such knowledge and experience in financial and business matters to evaluate properly the terms and conditions of this Agreement and the Restructuring Transactions and is capable of evaluating the merits and risks of the securities to be acquired by it (if any) pursuant to the Restructuring Transactions and understands and is able to bear any economic risks with such investment.

Section 11. ***Mutual Representations, Warranties, and Covenants***. Each of the Parties (severally and not jointly) represents, warrants, and covenants to each other Party, as of the date such Party executed and delivers this Agreement, and as of the Closing Date:

(a) it is validly existing and in good standing under the Laws of the state of its organization, and this Agreement is a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable Laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability;

(b) except as expressly provided in this Agreement, the APA, the Bankruptcy Code, and the CCAA, no consent or approval is required by any other person or Entity in order for it to effectuate the Restructuring Transactions contemplated by, and perform its respective obligations under, this Agreement;

(c) the entry into and performance by it of, and the transactions contemplated by, this Agreement do not, and will not, conflict in any material respect with any Law or regulation applicable to it or with any of its articles of association, memorandum of association, or other constitutional documents;

(d) except as expressly provided in this Agreement, it has (or will have, at the relevant times) all requisite corporate or other power and authority to enter into, execute, and deliver this Agreement and to effectuate the Restructuring Transactions contemplated by, and perform its respective obligations under, this Agreement; and

(e) except as expressly provided by this Agreement, it is not party to any restructuring or similar agreement or arrangements with the other Parties to this Agreement that have not been disclosed to all Parties to this Agreement.

Section 12. ***Termination Events.***

12.01. Consenting Lender Termination Events. This Agreement may be terminated: (a) with respect to the Consenting First Lien Term Loan Lenders, by the Required Consenting First Lien Term Loan Lenders; and (b) with respect to the Consenting Junior Term Loan Lenders, by the Required Consenting Junior Term Loan Lenders, in each case, by the delivery to the Company Parties and the Consenting Lenders of a written notice in accordance with Section 14.10 of this Agreement upon the occurrence of any of the following events:

(a) the breach in any material respect by a Company Party of any of the covenants of the Company Parties set forth in this Agreement that remains uncured for five (5) Business Days after such terminating Consenting Lender transmits a written notice in accordance with this Section 12.01 and Section 14.10 of this Agreement detailing any such breach;

(b) any representation or warranty made by a Company Party in this Agreement proves to have been incorrect in any material respect on the Agreement Effective Date (or such other applicable date with respect to a representation expressly made as to a period of time other than the Agreement Effective Date), or, to the extent such representation or warranty is already qualified by materiality, such representation or warranty proves to have been incorrect in any respect as of such date and remains uncured for ten (10) Business Days after such terminating Consenting Lender transmits a written notice in accordance with Section 14.10 of this Agreement detailing any such breach;

(c) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Restructuring Transactions and (ii) remains in effect for thirty (30) Business Days after such terminating Consenting Lender transmits a written notice in accordance with Section 14.10 of this Agreement detailing any such issuance; *provided* that this termination right may not be exercised by any Party that sought or requested such ruling or order in contravention of any obligation set out in this Agreement;

(d) the Company files, amends, or modifies, or files a pleading seeking approval of, any Definitive Document or authority to amend or modify any Definitive Document, in a manner that is materially inconsistent with, or constitutes a material breach of, this Agreement and is adverse to such Consenting Lender seeking termination pursuant to this provision and such action remains uncured (to the extent curable) for five (5) Business Days after such terminating Consenting Lender transmits written notice of such amendment, modification, or pleading to the Company in accordance with Sections 14.10 of this Agreement (for the avoidance of doubt, no Party shall be permitted to terminate under this subsection unless its consent was required under Section 3.02);

(e) the entry of an order by the Bankruptcy Court, or the filing of a motion or application by any Company Party seeking an order (without the prior written consent of the Required Consenting Lenders), (i) converting one or more of the Chapter 11 Cases of a Company Party to cases under chapter 7 of the Bankruptcy Code, (ii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code or a trustee in one or more of the Chapter 11 Cases of a Company Party, (iii) dismissing the Chapter 11 Cases, or (iv) rejecting this Agreement;

(f) the Bankruptcy Court enters a Final Order terminating the Company Parties' exclusive right to file and/or solicit acceptances of a plan of reorganization;

(g) except as necessary to implement the DIP Facilities and as authorized by the DIP Orders, or with the prior consent of the counsel to the Required Consenting Junior Term Loan Lenders (email shall

suffice), the Bankruptcy Court grants a Final Order terminating, annulling, or modifying the automatic stay (as set forth in section 362 of the Bankruptcy Code) with regard to any material asset of any Company Parties that would materially and adversely affect any of the Company Parties' ability to operate their business in the ordinary course;

(h) the Bankruptcy Court enters a Final Order pursuant to a motion filed or supported by the Company Parties or at the direct or indirect direction of the Company Parties authorizing or directing the assumption or rejection of any executory contract or unexpired lease other than in accordance with this Agreement, the Restructuring Term Sheet, or as otherwise consented to in writing by counsel to the Required Consenting Junior Term Loan Lenders (email shall suffice), which consent shall not be unreasonably withheld or conditioned;

(i) the commencement of an avoidance action or other legal proceeding by the Company Parties to challenge the validity, enforceability, or priority of the Credit Agreements or the obligations thereunder;

(j) the Definitive Documents are amended or otherwise modified so as to be materially inconsistent with this Agreement or the Restructuring Term Sheet;

(k) the Purchaser has failed, as of the date of the hearing on the Bidding Procedures Order, to obtain a firm commitment to replace the ABL DIP Facility and Revolving Credit Facility Claims (if applicable) on terms substantially consistent with the Revolving Credit Facility Credit Agreement.

(l) (i) the occurrence of a termination event under or the maturity date of the DIP Facilities, (ii) the termination or modification of any of the DIP Orders in a manner that is inconsistent with the Restructuring Term Sheet or the DIP Credit Agreements; (iii) the termination or modification of any order or agreement permitting the use of cash collateral in the Chapter 11 Cases or the CCAA Proceeding, without the consent of the affected Required Consenting Lenders; or (iv) the occurrence of an Event of Default under the DIP Credit Agreements that shall not have been cured within any applicable grace periods or waived pursuant to the terms of the DIP Credit Agreements, and subject to the rights set forth in the Interim DIP Order and the Final DIP Order of certain parties to contest whether a Termination Event (as defined in the Interim DIP Order and the Final DIP Order, as applicable) has occurred;

(m) if the Disclosure Schedules, in form and substance reasonably acceptable to the Purchaser, have not been completed three (3) Business Days prior to the hearing on the Bidding Procedures Order;

(n) the failure by the Company Parties to satisfy or comply with any of their obligations under Section 14.21 of this Agreement, subject to any order of the Bankruptcy Court regarding the fees and expenses contemplated to be paid by such Section 14.21 of this Agreement;

(o) the Company Parties retain any new director, executive officers or members of management or modify the terms of any Existing Employment Agreement with directors, executive officers or members of management without the consent of the Required Consenting Junior Term Loan Lenders;

(p) the Company Parties shall not have complied with any of the Milestones (unless such Milestone is waived, modified, extended, or amended in accordance with Section 4, Section 13, or the Restructuring Term Sheet of this Agreement);

(q) the Sale Transaction has not been consummated on or prior to the Outside Date in accordance with the terms set forth in the APA;

(r) the failure of the Company Parties to pay any interest or other amounts due and owing under the First Lien Term Loan Facility or in accordance with the DIP Orders;

(s) the Company Parties shall have terminated, amended, amended and restated, modified, or supplemented (i) any of their material executory contracts or unexpired leases in a manner that is not acceptable to the Consenting Junior Term Loan Lenders or (ii) any other material agreement contemplated to impose obligations on the Company Parties and/or the Purchaser on less than five (5) Business Days' notice to the Consenting Junior Term Loan Lenders or in a manner that is not acceptable to the Consenting Junior Term Loan Lenders; or

(t) the Restructuring Transactions are not consummated in accordance with the terms of this Agreement or the Restructuring Term Sheet.

12.02. Company Party Termination Events. Any Company Party may terminate this Agreement as to all Parties upon prior written notice to all Parties in accordance with Section 14.10 of this Agreement upon the occurrence of any of the following events:

(a) the breach by one or more of the Consenting Lenders of any of the undertakings, representations, warranties, or covenants of the Consenting Lenders set forth herein in any material respect that remains uncured for a period of five (5) Business Days after the receipt of written notice of such breach pursuant to Section 14.10 of this Agreement, but only if the non-breaching Consenting Lenders hold less than 66.67% of the aggregate of the First Lien Claims, the 1.5 Lien Claims, and the Second Lien Claims,;

(b) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Restructuring Transactions in a way that cannot be reasonably remedied by the Company Parties subject to the reasonably satisfaction of the Required Consenting Lenders and (ii) remains in effect for thirty (30) Business Days after such terminating Company Party transmits a written notice in accordance with Section 14.10 of this Agreement detailing any such issuance; *provided* that this termination right shall not apply to or be exercised by any Company Party if any Company Party sought or requested such ruling or order in contravention of any obligation or restriction set out in this Agreement;

(c) if the board of directors, officers or members of any Company Party, each in their capacity as such, determines in good faith based on the advice of external counsel, that (i) proceeding with the Restructuring Transactions would be inconsistent with the exercise of its fiduciary duties, or (ii) an Alternative Transaction Proposal is more favorable than the Restructuring Term Sheet and continued support of the Restructuring Term Sheet would be inconsistent with the exercise of its fiduciary duties; *provided*, however, that the Company Parties shall promptly notify each of the Consenting Lenders (and in any event within two (2) Business Days following any such determination); or

(d) the Restructuring Transactions are not consummated in accordance with the terms of this Agreement or the Restructuring Term Sheet.

12.03. Mutual Termination. This Agreement, and the obligations of all Parties hereunder, may be terminated by mutual written agreement among all of the following: (a) the Required Consenting Lenders; and (b) each Company Party.

12.04. Automatic Termination. This Agreement shall terminate automatically without any further required action or notice immediately upon the occurrence of the Closing Date.

12.05. Effect of Termination. Upon the occurrence of a Termination Date as to a Party, this Agreement shall be of no further force and effect as to such Party and each Party subject to such termination shall be released from its commitments, undertakings, and agreements under or related to this Agreement and shall have the rights and remedies that it would have had, had it not entered into this Agreement, and shall be entitled to take all actions, whether with respect to the Restructuring Transactions or otherwise, that it would have been entitled to take had it not entered into this Agreement, including with respect to any and all Claims or causes of action and any rights and remedies available under the Credit Agreements or any ancillary documents or agreements thereto. Nothing in this Agreement shall be construed as prohibiting a Company Party or any of the Consenting Lenders from contesting whether any such termination is in accordance with its terms or to seek enforcement of any rights under this Agreement that arose or existed before a Termination Date. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict (a) any right of any Company Party or the ability of any Company Party to protect and preserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any Consenting Lender, and (b) any right of any Consenting Lender, or the ability of any Consenting Lender, to protect and preserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any Company Party or other Consenting Lender, subject in each case to the mutual releases by and between the Parties contemplated to occur upon the occurrence of the Closing Date. No purported termination of this Agreement shall be effective under this Section 12.05 or otherwise if the Party seeking to terminate this Agreement is in material breach of this Agreement.

Section 13. ***Amendments and Waivers.***

(a) This Agreement and any exhibits or schedules hereto (including the Restructuring Term Sheet) may not be modified, amended, or supplemented, and no condition or requirement of this Agreement may be waived, in any manner except in accordance with this Section 13.

(b) This Agreement may be modified, amended, or supplemented, or a condition or requirement of this Agreement may be waived, in a writing signed by: (a) each Company Party and (b) the following Parties, solely with respect to any modification, amendment, waiver, or supplement that materially and adversely affects the rights of such Parties and unless otherwise specified in this Agreement and in such Parties' sole discretion: (i) the Required Consenting First Lien Term Loan Lenders; (ii) the Required Consenting 1.5 Lien Term Loan Lenders; and (iii) the Required Consenting Second Lien Term Loan Lenders; *provided*, *however*, that any change to Section 12.01 of this Agreement shall require the affirmative consent of each of the Required Consenting Lenders. For the avoidance of doubt, any change in the economic treatment provided to, or economic terms affecting, any Party's interests and/or modification, amendment, waiver or supplement that purports to change any of the Parties' consent rights under this Agreement shall constitute a material adverse change with respect to that particular Party's interests for purposes of this Section 13. Any change to this Section 13 or to the Outside Date shall require the affirmative consent of the Company Parties and each of the Required Consenting Lenders. Any proposed modification, amendment, waiver, or supplement that does not comply with this Section 13 shall be ineffective and void *ab initio*.

(c) The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy or any provision of this Agreement, nor shall any single or partial exercise of such right, power, or remedy by such Party preclude any other or further exercise of such right, power or remedy or the exercise of any other right, power or remedy. All remedies under this Agreement are cumulative and are not exclusive of any other remedies provided by Law.

Section 14. ***Miscellaneous.***

14.01. Acknowledgement. Notwithstanding any other provision herein, this Agreement is not and shall not be deemed to be an offer with respect to any securities or solicitation of votes for the acceptance of a plan of reorganization for purposes of sections 1125 and 1126 of the Bankruptcy Code or otherwise. Any such offer or solicitation will be made only in compliance with all applicable securities Laws, provisions of the Bankruptcy Code, and/or other applicable Law.

14.02. Exhibits Incorporated by Reference; Conflicts. Each of the exhibits, annexes, signatures pages, and schedules attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include such exhibits, annexes, and schedules. In the event of any inconsistency between this Agreement (without reference to the exhibits, annexes, and schedules hereto) and the exhibits, annexes, and schedules hereto, this Agreement (without reference to the exhibits, annexes, and schedules thereto) shall govern.

14.03. Further Assurances. Subject to the other terms of this Agreement, the Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, or as may be required by order of the Bankruptcy Court, from time to time, to effectuate the Restructuring Transactions, as applicable.

14.04. Complete Agreement. Except as otherwise explicitly provided herein, this Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, among the Parties with respect thereto, other than any Confidentiality Agreement.

14.05. GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM. THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. Each Party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement, to the extent possible, in the Bankruptcy Court, and solely in connection with claims arising under this Agreement: (a) irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court; (b) waives any objection to laying venue in any such action or proceeding in the Bankruptcy Court; and (c) waives any objection that the Bankruptcy Court is an inconvenient forum or does not have jurisdiction over any Party hereto.

14.06. TRIAL BY JURY WAIVER. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

14.07. Execution of Agreement. This Agreement may be executed and delivered in any number of counterparts and by way of electronic signature and delivery, each such counterpart, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. Except as expressly provided in this Agreement, each individual executing this Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of said Party.

14.08. Rules of Construction. This Agreement is the product of negotiations among the Company Parties and the Consenting Lenders, and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective

in regard to the interpretation hereof. The Company Parties and the Consenting Lenders were each represented by counsel during the negotiations and drafting of this Agreement and continue to be represented by counsel.

14.09. Successors and Assigns; Third Parties. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors and permitted assigns, as applicable. There are no third party beneficiaries under this Agreement, and the rights or obligations of any Party under this Agreement may not be assigned, delegated, or transferred to any other person or Entity.

14.10. Notices. All notices hereunder shall be deemed given if in writing and delivered, by electronic mail, courier, or registered or certified mail (return receipt requested), to the following addresses (or at such other addresses as shall be specified by like notice):

(a) if to a Company Party, to:

Jack Cooper Investments, Inc.
630 Kennesaw Due West Road
Kennesaw, Georgia 30152
Attention: Mr. Theo Ciupitu, General Counsel & Executive Vice President
E-mail address: tciupitu@jackcooper.com

with copies to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019
Attention: Brian S. Hermann
Kelley A. Cornish
John T. Weber
E-mail address: bhermann@paulweiss.com
kcornish@paulweiss.com
jweber@paulweiss.com

(b) if to a Consenting First Lien Term Loan Lender, to:

Cerberus Business Finance Agency, LLC
875 Third Avenue
New York, New York 10022
Attention: Eric Miller
Email address: emiller@cerberuscapital.com

with copies to:

Schulte Roth & Zabel LLP
919 Third Avenue
New York, New York 10022
Attention: Eliot L. Relles
Adam C. Harris
E-mail address: eliot.relles@srz.com
adam.harris@srz.com

(c) if to a Consenting Junior Term Loan Lender, to:

Solus Alternative Asset Management LP
410 Park Avenue, 11th Floor
New York, New York 10022
Attention: Tom Higbie
Jon Zinman
Stephen Blauner
Christian Blake
Email address: thigbie@soluslp.com
jzinman@soluslp.com
sblauner@soluslp.com
cblake@soluslp.com

with copies to:

Kirkland & Ellis LLP
300 North LaSalle
Chicago, Illinois 60654
Attention: Marc Kieselstein
Alexandra Schwarzman
E-mail address: mkieselstein@kirkland.com
alexandra.schwarzman@kirkland.com

and

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attention: Jonathan S. Henes
E-mail address: jhenes@kirkland.com

Any notice given by delivery, mail, courier, or email shall be effective when received.

14.11. Independent Due Diligence and Decision Making. Each Consenting Lender hereby confirms that its decision to execute this Agreement has been based upon its independent investigation of the operations, businesses, financial, and other conditions, and prospects of the Company Parties and that it has been represented by counsel or other advisors (or has had ample opportunity to seek representation or advice from counsel or other advisors) in connection with this Agreement and the Restructuring Transactions

14.12. Fiduciary Duties. Notwithstanding any other provision in this Agreement to the contrary, nothing in this Agreement shall require any Company Party, nor any board of directors, officers or members of any Company Party, each in their capacity as such, to take or refrain from taking any action pursuant to this Agreement (including, without limitation, terminating this Agreement), to the extent such Company Party or board of directors reasonably determines in good faith, based on the advice of external counsel, would be inconsistent with its fiduciary obligations under applicable law, in which case, the Company Parties shall promptly notify each of the Consenting Lenders and the Consenting Lender Advisors (and in any event within two (2) Business Days following any such determination) and may terminate this Agreement in accordance with Section 12.02 hereof. The Company Parties hereby acknowledge and agree

that, as of the Agreement Effective Date, the Company Parties' entry into this Agreement does not violate, and is consistent with, the fiduciary duties of the Company Parties' directors, managers, or officers, as applicable.

14.13. Enforceability of Agreement. Each of the Parties to the extent enforceable waives any right to assert that the exercise of termination rights under this Agreement is subject to the automatic stay provisions of the Bankruptcy Code, and expressly stipulates and consents hereunder to the prospective modification of the automatic stay provisions of the Bankruptcy Code for purposes of exercising termination rights under this Agreement, to the extent the Bankruptcy Court determines that such relief is required.

14.14. Waiver. If the Restructuring Transactions are not consummated, or if this Agreement is terminated for any reason, the Parties fully reserve any and all of their rights. Pursuant to Federal Rule of Evidence 408 and any other applicable rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms or the payment of damages to which a Party may be entitled under this Agreement.

14.15. Specific Performance. It is understood and agreed by the Parties that money damages would be an insufficient remedy for any breach of this Agreement by any Party, and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief (without the posting of any bond and without proof of actual damages) as a remedy of any such breach, including an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder.

14.16. Several, Not Joint, Claims. Except where otherwise specified, the agreements, representations, warranties, and obligations of the Parties under this Agreement are, in all respects, several and not joint.

14.17. Severability and Construction. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect if essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

14.18. Remedies Cumulative. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at Law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party.

14.19. Capacities of Consenting Lenders. Each Consenting Lender has entered into this agreement on account of all Company Claims/Interests that it holds (directly or through discretionary accounts that it manages or advises) and, except where otherwise specified in this Agreement, shall take or refrain from taking all actions that it is obligated to take or refrain from taking under this Agreement with respect to all such Company Claims/Interests.

14.20. Email Consents. Where a written consent, acceptance, approval, or waiver is required pursuant to or contemplated by this Agreement, including a written approval by the Company Parties or the Required Consenting Lenders, such written consent, acceptance, approval, or waiver shall be deemed to have occurred if, by agreement between counsel to the Parties submitting and receiving such consent, acceptance, approval, or waiver, it is conveyed in writing (including electronic mail) between each such counsel without representations or warranties of any kind on behalf of such counsel.

14.21. Transaction Expenses.

(a) During the Agreement Effective Period, the Company Parties shall promptly pay in cash all reasonable and documented fees and expenses (the "Consenting Lender Fees and Expenses") of (i) the Consenting Lender Advisors, including K&E, Bennett Jones, PJT, and (ii) any consultants or other professionals retained by the Consenting Lenders in connection with the Company Parties or the Restructuring Transactions, in accordance with the Credit Agreements and any engagement or fee letters of such consultant or professional signed by the relevant Consenting Lenders and the Company Parties. Except as otherwise provided in this Section 14.21, the Consenting Lender Fees and Expenses shall include all reasonable and documented fees and expenses incurred from the commencement of the applicable engagement through the effective date of a termination of this Agreement (including any success fees contemplated by the applicable engagement or fee letters), but solely with respect to any amounts earned, due, and payable prior to the effective date of termination of this Agreement; *provided*, *however*, that nothing in this Section 14.21(a) shall negate or waive any obligation of the Company Parties to pay Consenting Lender Fees and Expenses under the applicable Credit Agreements or the Expense Reimbursement (as defined in the Restructuring Term Sheet), consistent with the Restructuring Term Sheet. The Consenting Lender Fees and Expenses shall be payable without further order of, or application to, the Bankruptcy Court or CCAA Court by any Consenting Lender Advisor.

(b) The Company Parties acknowledge that the agreements contained in this Section 14.21 are an integral part of the transactions contemplated by this Agreement, and that, without these agreements, the Consenting Lenders would not have entered into (as applicable) this Agreement or the Restructuring Term Sheet. The obligations set forth in this Section 14.21 are in addition to, and do not limit, the Company Parties' other obligations under this Agreement.

(c) Notwithstanding anything to the contrary in this Section 14.21, if this Agreement is terminated consistent with Section 12 of this Agreement, any accrued and unpaid Consenting Lender Fees and Expenses shall be subject to the prior payment in full of the obligations under the First Lien Term Loan Facility.

14.22. Relationship Among Parties. It is understood and agreed that, except as expressly provided in this Agreement, and solely with respect to this Agreement, none of the Consenting Lenders (a) have any duty of trust or confidence in any kind or form with any other Party; (b) have or owe any other duties (fiduciary or otherwise) whatsoever to any other Party; or (c) have commitments to any of the other Parties. In this regard, it is understood and agreed that subject to the terms and conditions of this Agreement, the Consenting Lenders may trade in the loans or other debt or equity securities of the Company Parties, subject to applicable securities laws and the terms of this Agreement. No prior history, pattern or practice of sharing confidences among or between the Parties shall in any way affect or negate this understanding and agreement. Notwithstanding anything in this Agreement to the contrary, the duties and obligations of the Consenting Lenders under this Agreement shall be several, not joint.

14.23. Survival. Notwithstanding the termination of this Agreement pursuant to Section 12 of this Agreement, the agreements and obligations of the Parties in Sections 8.01, 12.05, 14.01, 14.02, 14.04, 14.05, 14.06, 14.07, 14.08, 14.09, 14.10, 14.14, 14.15, 14.16, 14.17, 14.18, 14.21 (for purposes of enforcement of obligations accrued through the date of termination of this Agreement), 14.22, and 14.23 of this Agreement shall survive such termination and shall continue in full force and effect for the benefit of the Parties in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

JACK COOPER INVESTMENTS, INC.

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

JACK COOPER VENTURES, INC.

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

JACK COOPER DIVERSIFIED, LLC

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

JACK COOPER ENTERPRISES, INC.

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

JACK COOPER HOLDINGS CORP.

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

JACK COOPER TRANSPORT COMPANY, INC.

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

AUTO HANDLING CORPORATION

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

CTEMS, LLC

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

JACK COOPER LOGISTICS, LLC

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

AUTO & BOAT RELOCATION SERVICES, LLC

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

AXIS LOGISTIC SERVICES, INC.

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

JACK COOPER CT SERVICES, INC.

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

JACK COOPER RAIL & SHUTTLE, INC.

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

NORTH AMERICAN AUTO TRANSPORTATION CORP.

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

JACK COOPER TRANSPORT CANADA INC.

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

JACK COOPER CANADA GP 1 INC.

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

JACK COOPER CANADA GP 2 INC.

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

JACK COOPER CANADA 1 LIMITED PARTNERSHIP

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

JACK COOPER CANADA 2 LIMITED PARTNERSHIP

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

[*Consenting Lender Signature Pages Redacted*]

Exhibit A

Restructuring Term Sheet

JACK COOPER INVESTMENTS, INC., ET AL.
SUMMARY OF PRINCIPAL TERMS OF RESTRUCTURING

AUGUST 6, 2019

This term sheet (this "Term Sheet")[1] sets forth a summary of the principal terms of a restructuring (the "Restructuring") of the existing debt and other obligations of Jack Cooper Investments, Inc. and its subsidiaries (collectively, the "Company"). Subject in all respects to the terms of this Term Sheet and the Restructuring Support Agreement (the "RSA") to which this Term Sheet is attached as **Exhibit A**, the Restructuring will be implemented through the commencement of voluntary cases by the Debtors (as defined below) under chapter 11 (the "Chapter 11 Cases") of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Northern District of Georgia (the "Bankruptcy Court") and recognition proceedings of the Canadian Debtors (defined below) in respect of the Chapter 11 Cases (the "CCAA Proceeding") in the Ontario Superior Court of Justice (Commercial List) (the "CCAA Court") pursuant to Part IV of the Companies' Creditors Arrangement Act (the "CCAA").

THIS TERM SHEET DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OR REJECTIONS AS TO ANY PLAN, IT BEING UNDERSTOOD THAT SUCH A SOLICITATION, IF ANY, ONLY WILL BE MADE IN COMPLIANCE WITH APPLICABLE PROVISIONS OF SECURITIES, BANKRUPTCY, AND/OR OTHER APPLICABLE LAWS.

THIS TERM SHEET DOES NOT ADDRESS ALL MATERIAL TERMS THAT WOULD BE REQUIRED IN CONNECTION WITH THE RESTRUCTURING. THE TRANSACTIONS CONTEMPLATED BY THIS TERM SHEET ARE SUBJECT TO NEGOTIATION AND EXECUTION OF DEFINITIVE DOCUMENTATION, WHICH SHALL EACH BE IN FORM AND SUBSTANCE CONSISTENT WITH THIS TERM SHEET AND ACCEPTABLE TO SOLUS ALTERNATIVE ASSET MANAGEMENT LP ("SOLUS") AND THE COMPANY. NOTHING CONTAINED IN THIS TERM SHEET SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE ENTRY INTO DEFINITIVE DOCUMENTATION ON THE TERMS DESCRIBED HEREIN, DEEMED BINDING ON ANY OF THE PARTIES HERETO. FURTHER, THE TRANSACTIONS CONTEMPLATED BY THIS TERM SHEET ARE SUBJECT TO THE COMPLETION OF DUE DILIGENCE AND WILL BE SUBJECT TO AGREED-UPON CONDITIONS TO BE SET FORTH IN SUCH DEFINITIVE DOCUMENTS. NO BINDING OBLIGATIONS WILL BE CREATED BY THIS TERM SHEET UNLESS AND UNTIL SIGNATURE PAGES TO THE RSA ARE EXECUTED AND DELIVERED BY ALL APPLICABLE PARTIES.

THIS TERM SHEET HAS BEEN PRODUCED FOR DISCUSSION AND SETTLEMENT PURPOSES ONLY. IT SHALL NOT BE USED AS EVIDENCE IN ANY LITIGATION, CONTESTED MATTER, OR ADVERSARY PROCEEDING, AND IS SUBJECT TO THE PROVISIONS OF RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND OTHER SIMILAR APPLICABLE RULES UNDER FEDERAL AND STATE LAW. THIS TERM SHEET AND THE INFORMATION CONTAINED HEREIN ARE STRICTLY CONFIDENTIAL AND SHALL NOT BE SHARED WITH ANY OTHER PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF SOLUS AND THE COMPANY.

TO THE EXTENT THAT ANY PROVISION OF THIS TERM SHEET IS INCONSISTENT WITH THE RSA, THE TERMS OF THIS TERM SHEET WITH RESPECT TO SUCH PROVISION SHALL CONTROL.

[1] Capitalized terms used but undefined herein shall have the meanings ascribed to them in the remainder of this Term Sheet or the RSA, as applicable.

Material Terms of the Restructuring	
Proposed Filing Entities	Jack Cooper Investments, Inc. and its direct and indirect subsidiaries listed below shall be debtors and debtors in possession in the Chapter 11 Cases: Auto & Boat Relocation Services LLC; Auto Handling Corporation; Axis Logistic Services, Inc.; CTEMS, LLC; Jack Cooper Canada 1 Limited Partnership; Jack Cooper Canada 2 Limited Partnership; Jack Cooper Canada GP 1 Inc.; Jack Cooper Canada GP 2 Inc.; Jack Cooper CT Services, Inc.; Jack Cooper Diversified, LLC; Jack Cooper Enterprises, Inc.; Jack Cooper Holdings Corp.; Jack Cooper Logistics, LLC; Jack Cooper Rail and Shuttle, Inc.; Jack Cooper Transport Canada, Inc.; Jack Cooper Transport Company, Inc.; Jack Cooper Ventures, Inc.; North American Auto Transportation Corp. (the foregoing entities collectively, the "Debtors"). The CCAA Proceeding shall be commenced by Jack Cooper Transport Canada Inc.; Jack Cooper Canada 1 Limited Partnership; Jack Cooper Canada 2 Limited Partnership; Jack Cooper Canada GP 1 Inc.; and Jack Cooper Canada GP 2 Inc. (collectively, the "Canadian Debtors"). Additional foreign proceedings ancillary to the applicable Chapter 11 Cases or other proceedings seeking recognition of aspects of the Chapter 11 Cases may also be commenced by certain of the Debtors, with the consent of the Purchaser, which consent shall not be unreasonably withheld, delayed or conditioned.
Purchaser	The purchaser shall be a newly formed entity formed by or on behalf of an investment vehicle affiliated with Solus (together with the "purchaser(s)" described in the next sentence, the "Purchaser"). The APA and the related Sale Order (each as defined below) shall permit the Purchaser to designate one or more of its affiliates as a "purchaser" thereunder with respect to any particular assets.
Implementation	Subject to the terms and conditions set forth in the RSA, the Restructuring shall be implemented pursuant to consummation of a sale of all, or substantially all, of the Debtors' assets to the Purchaser pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the CCAA and the terms of an asset purchase agreement (the "APA") attached hereto as **Exhibit 1** (the transaction contemplated thereunder, the "Sale Transaction"). The Purchaser shall serve as a stalking horse bidder for the Sale Transaction. The APA shall be entered into by the Purchaser and Debtors prior to the commencement of the Chapter 11 Cases and the CCAA Proceedings (or as soon as practicable after the Petition Date, but in all circumstances prior to the hearing on the Sale and Bidding Procedures Motion), and shall remain subject to higher and better offers that may be obtained by the Debtors in connection with customary bid procedures ("Bidding Procedures") acceptable to the Debtors, the Purchaser and RSA Parties, and as approved by an order of the Bankruptcy Court (the "Bidding Procedures Order"). On the Petition Date, the Debtors shall file a motion with the Bankruptcy Court seeking approval of the Sale Transaction and Bidding Procedures (collectively, the "Sale and Bidding Procedures Motion"), which motion and related papers will be acceptable to the Purchaser, the RSA Parties and the Debtors. The Sale and Bidding Procedures Motion shall seek a hearing to approve the Bidding Procedures as promptly as permitted under the applicable local bankruptcy rules, but without any requirement to shorten the applicable notice periods. The Bidding Procedures shall provide that only bids that comply in all material

	respects with the Bidding Procedures shall be considered by the Sellers (each such bid, a "Qualified Bid"). Moreover and for the avoidance of doubt, (i) Purchaser's offer to purchase the Acquired Assets (as defined in the APA) pursuant to the APA shall be a Qualified Bid for all purposes related to the Bidding Procedures and (ii) in the event that any other Qualified Bid is submitted, the Debtors shall conduct an auction for the Acquired Assets (the "Auction") and the Debtors, subject to Bankruptcy Court and CCAA Court approval, shall, in consultation with any relevant consultation parties, select the highest or otherwise best Qualified Bid. The Acquired Assets will include, without limitation, all Avoidance Actions (as defined in the APA) and any other causes of action available to any of the Debtors or their estates to the extent they either (i) relate to the Acquired Assets, Assigned Contracts or Assumed Liabilities (as defined in the APA), or (ii) are against any of the Debtors, Purchaser, any of the directors, officers, managers, employees, shareholders, members or advisors of the Debtors, or any lenders or agents under the DIP Credit Agreements, the First Lien Term Loan Credit Agreement, the Revolving Credit Facility Credit Agreement, the Junior Credit Agreements or the Exit Facilities, and all such avoidance actions and causes of action will be waived and released by Purchaser on the Closing Date. Upon consummation of the Sale Transaction, the Purchaser shall acquire the Acquired Assets free and clear of any and all pledges, options, charges, liabilities, liens, claims, encumbrances, successor liability (but, with respect to the Canadian Debtors, to the extent permitted by applicable Canadian law) or security interests, subject to certain exceptions identified in the APA, including the First Lien Term Loan Facility or the Exit First Lien Term Loan Facility, as applicable. The order entered by the Bankruptcy Court approving the Sale Transaction (the "Sale Order") shall include (i) language reasonably acceptable to the Purchaser, the Required Consenting Lenders and Debtors authorizing the consummation of the Sale Transaction "free and clear" of the Excluded Liabilities (as defined in the APA), and (ii) language acceptable to the Purchaser confirming that none of Solus, any of its managed funds or accounts, any of its investors shareholders, owners, representatives, officers, limited or general partners, directors, agents or affiliates, the Purchaser, any of the Purchaser's subsidiaries or affiliates, or any of the Purchaser's respective "controlled group" members shall have any current or future liability or obligation to (including withdrawal liability), or obligation to contribute to, or with respect to, any U.S. multiemployer pension plans to which the Company currently contributes or has the obligation to contribute (the "MEPPs"), or previously contributed or had an obligation to contribute, or otherwise has any liability or obligation, including the Central States, Southeast and Southwest Areas Pension Plan (the "Central States Plan"), except as otherwise provided in the MEPP Term Sheet (defined below) to the extent the Teamsters National Auto Transporters Industry Negotiating Committee (the "IBT"), the International Association of Machinists and Aerospace Workers (the "IAM"), and representatives of the Central States Plan consent to the terms of the RSA and the Sale Transaction. The Canadian Debtors shall obtain entry of the Sale Recognition Order by the CCAA Court recognizing and giving effect to the Sale Order and vesting the Acquired Assets of the Canadian Debtors' "free and clear" of the Excluded Liabilities (as defined in the APA). The Purchase Price for the Acquired Assets shall include a cash component (i) in an amount sufficient to satisfy the reasonable and documented fees and expenses incurred by estate professionals ("Estate Professionals") to the extent such fees and

	expenses (a) are accrued and unpaid as of the Closing Date, and (b) with respect to any transaction-based fees, have been approved by the Bankruptcy Court in connection with such professional's retention application (the "Professional Fee Amount"), which shall be funded into an escrow account (the "Professional Fee Escrow Account") on the Closing Date and maintained in trust for the Estate Professionals and shall not be considered property of the Debtors' estates or the Purchaser; *provided*, that the Purchaser shall have a reversionary interest in the excess, if any, of the amount in the Professional Fee Escrow Account over the aggregate amounts to be paid to the Estate Professionals; and (ii) in the amount of $250,000 to fund the wind down and dissolution of the Debtors' estates following the Closing Date, which shall be funded into an escrow account on the Closing Date.
Credit Bid and Bid Protections	Notwithstanding any provision of any existing intercreditor agreement to the contrary, the Purchaser shall have the right to "credit bid" all (or such lesser portion as it may determine under each of the Junior Credit Agreements) of the 1.5 Lien Obligations, the Second Lien Obligations, and Term DIP Facility Obligations (each as defined below), the aggregate principal amount of which shall be no less than $351,928,904 as of the Petition Date. Any credit bid made by the Purchaser must be consistent in all material respects with the terms of this Term Sheet and the RSA. The Bidding Procedures Order shall provide that (i) in the event the Purchaser is not the prevailing purchaser of the Debtors' assets or (ii) as otherwise set forth in the APA, the Debtors shall pay in cash all reasonable and documented fees and expenses of the Purchaser in connection with the Sale Transaction (such payment obligations, the "Expense Reimbursement"). The claim of the Purchaser in respect of the Expense Reimbursement shall constitute an allowed superpriority administrative expense claim against each of the Debtors under sections 503 and 507(b)(2) of the Bankruptcy Code, senior in respect of lien priority and right to payment of all other administrative expense claims of the Debtors, but subject to the Carve-Out, the CCAA Priority Charges (each as defined in the DIP Credit Agreements), and prior payment in full of the First Lien Term Loan Facility. The Debtors shall pay the Expense Reimbursement by wire transfer of immediately available funds to an account designated by the Purchaser within one (1) Business Day[2] of the consummation of an Alternative Restructuring Proposal.
New Money Investment	Solus (in its capacity as a DIP Lender, the "Term DIP Lender") shall advance up to $15 million in the form of a term loan (the "Term DIP Facility" and the credit agreement governing the Term DIP Facility, the "DIP Term Credit Agreement") to be provided in addition to the debtor-in-possession financing to be provided by Wells (in such capacity, the "ABL DIP Lender" and together with the Term DIP Lender, the "DIP Lenders"), which shall be in the form of a "rollover" DIP on terms materially consistent with the Revolving Credit Facility (the "ABL DIP Facility," and together with the Term DIP Facility, the "DIP Facilities"). As more fully set forth in the DIP Term Credit Agreement, the Term DIP Facility shall be available to the Debtors upon entry of the order of the Bankruptcy Court approving the DIP Facilities on an interim basis (the "Interim DIP Order") in an amount not to exceed $10 million, with subsequent draws of up to an additional $5 million subject, in each case, to the applicable conditions set forth in the DIP Credit Agreements; *provided that* any amounts funded under the Term DIP Facility in

[2] "Business Day" means any day, other than a Saturday, Sunday, or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

	excess of $10 million shall be conditioned upon ratification of the CBAs consistent with the CBA Term Sheet (defined below), this Term Sheet, the RSA, and the APA, including entry into a definitive agreement with the Central States Plan reflecting the terms of the CSPF Term Sheet. The DIP Facilities shall be subject to customary conditions precedent. In the event the Purchaser has less than $20 million in Liquidity (which is to be calculated after giving effect to all amounts paid or payable at the closing of the Sale Transaction, including the Professional Fee Amount funded into the Professional Fee Escrow, other than the payment of trade or similar payables assumed by the Purchaser and payable in the ordinary course of business, and otherwise consistent with the definition in the DIP Credit Agreements) in the aggregate as of the date of the closing of the Sale Transaction (the "Closing Date"), Solus shall satisfy on the Closing Date any shortfall in Liquidity so that Liquidity is not less than $20 million; *provided*, that any indebtedness incurred to fund any shortfall in Liquidity shall be junior to the Exit First Lien Term Loan Facility, and consistent with the Exit Financing Documents.
DIP Facilities	On the Petition Date, the Debtors shall file a motion with the Bankruptcy Court to approve the DIP Facilities (the "DIP Motion"), which motion and related papers shall be acceptable to the agents under the DIP Facilities, the DIP Lenders, the Required Consenting Lenders, and the Company. The DIP Motion shall seek a hearing to approve the DIP Facilities as promptly as permitted under the applicable local Bankruptcy Court and local jurisdictional rules.
First Lien Term Loan Interest Payments	Interest shall be paid on the First Lien Term Loan Facility as it becomes due pursuant to the terms of the First Lien Term Loan Credit Agreement (defined below) during the pendency of the Chapter 11 Cases at the non-default rate. For the avoidance of doubt, the First Lien Term Loans shall accrue additional interest at the default rate, which shall comprise a portion of the First Lien Obligations, pending the consummation of the Sale Transaction; *provided*, any accrued but unpaid default rate interest in excess of the non-default rate interest shall be waived upon the Closing Date.
Funded Indebtedness	
ABL DIP Facility	On the Closing Date, it is anticipated that the obligations outstanding under the credit agreement governing the ABL DIP Facility (the "ABL DIP Credit Agreement" and together with the Term DIP Credit Agreement, the "DIP Credit Agreements") shall be modified and assumed (or refinanced) by the Purchaser (or an affiliate thereof) in the form of an exit revolving credit facility (the "Exit Revolving Facility"), by and among the Purchaser (or an affiliate thereof), as borrower, and the Revolver Lenders, on terms substantially consistent with the existing Revolving Credit Facility, including, for the avoidance of doubt, the formula for calculating the Domestic Borrowing Base and Canadian Borrowing Base (each as defined in the Revolving Credit Facility Credit Agreement), which formulas shall remain unmodified, with an attendant prohibition on the implementation of reserves, for a twelve (12) month period following the Closing Date, and otherwise acceptable to the Debtors, the Purchaser, and Wells. It is anticipated that the Exit Revolving Facility shall have a maturity date of February 15, 2023 and a Closing Fee equal to 0.50% of the aggregate amount of the commitments under the Exit Revolving Facility. The Exit Revolving Facility shall also include (i) a minimum EBITDA covenant through fiscal year 2020 (tested

	monthly on a cumulative basis and to reflect a 35% cushion to the model delivered prior to exit), which shall convert to a minimum springing (based on excess availability) TTM FCCR of 1.0x starting in fiscal year 2021, and (ii) cash dominion provisions substantially the same as those under the Revolving Credit Facility. The Exit Revolving Facility shall have lien priorities substantially the same as those under the Revolving Credit Facility Credit Agreement. "Revolving Credit Facility Credit Agreement" means 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) among certain of the Debtors, Wells Fargo Capital Finance, LLC ("Wells"), as lead arranger, sole bookrunner, and administrative agent, and the banks, financial institutions, and other lenders party thereto (collectively with Wells, the "Revolver Lenders"). "Revolving Credit Facility" means the revolving credit facility governed by the Revolving Credit Facility Credit Agreement.
Term DIP Facility	The principal amount outstanding, plus all unpaid interest, fees, expenses, costs, and other charges arising under or related to the Term DIP Facility (the "Term DIP Facility Obligations") shall be credit bid as part of the Purchase Price (as defined in the APA).
First Lien Term Loan	On the Closing Date, the obligations outstanding under 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 "First Lien Term Loan Credit Agreement") among certain of the Debtors, Cerberus Business Finance Agency, LLC ("Cerberus"), as agent, and the banks, financial institutions, and other lenders party thereto (the "First Lien Term Loan Facility" and the lenders and agent thereunder, the "First Lien Lenders"), including not less than $188,650,000 in principal amount outstanding shall be modified and assumed by the Purchaser (or an affiliate thereof) in the form of an exit first lien term loan facility (the "Exit First Lien Term Loan Facility" and, collectively with the Exit Revolving Facility, the "Exit Facilities" and, the documentation setting forth the terms of the Exit Facilities, the "Exit Financing Documents"), and the Purchaser shall pay on the Closing Date all unpaid interest at the non-default rate accrued as of the Closing Date, fees, expenses, costs, and other charges arising under or related to the First Lien Term Loan Facility (together, with the outstanding principal on the First Lien Term Loan Facility, the "First Lien Obligations") on terms reasonably acceptable to the Debtors, the Purchaser, and Cerberus and substantially consistent with the existing First Lien Term Loan Facility, and having lien priorities that are the same as those under the First Lien Term Loan Facility, modified as follows: (i) interest rate increase of 1.00%; (ii) a one-time mandatory prepayment of $10 million on the date that is two years following the Closing Date, less any Excess Cash Flow prepayments made between the Closing Date and the date that is two years therefrom (and no other changes to amortization or excess cash flow sweep levels); (iii) First Lien Net Leverage Ratio and Fixed Charge Coverage Ratio (each as defined in the First Lien Term Loan Credit Agreement) and the maximum capital expenditures covenant shall each be amended to provide 25% cushions to the projections contained in the financial projections, which must be acceptable to the First Lien Lenders, to be provided to the

	lenders under the Exit First Lien Term Loan Facility in advance of the Closing Date; (iv) amendments to negative covenants and other covenants to be agreed among the Debtors, the Purchaser and the First Lien Lenders to permit the transactions contemplated by the Debtors' amended business plan and refleeting initiative; and (v) the maturity date under the Exit First Lien Term Loan Facility shall be no later than the maturity date under the Exit Revolving Facility. On the Closing Date, Cerberus and the administrative agent under the Exit Revolving Facility shall enter into a new intercreditor agreement.
1.5 Lien Term Loan	On the Closing Date, the obligations outstanding under 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 "1.5 Lien Credit Agreement") among certain of the Debtors, Wilmington Trust, National Association, as administrative and collateral agent (the "1.5 Lien Agent"), and the banks, financial institutions, and other lenders party thereto (the "1.5 Lien Term Loan Facility" and the lenders thereunder, the "1.5 Lien Lenders"), including approximately $45,515,729 in principal amount outstanding, plus all unpaid interest, fees, expenses, costs, and other charges arising under or related to the 1.5 Lien Term Loan Facility (the "1.5 Lien Obligations") shall be credit bid as part of the Purchase Price (as defined in the APA) and such 1.5 Lien Obligations shall be deemed fully satisfied.
Second Lien Term Loan	On the Closing Date, the obligations outstanding under 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 "Second Lien Term Loan Credit Agreement" and together with the 1.5 Lien Credit Agreement, the "Junior Credit Agreements") among certain of the Debtors, Wilmington Trust, National Association, as administrative and collateral agent (the "Second Lien Agent"), and the banks, financial institutions, and other lenders party thereto (the "Second Lien Term Loan Facility" and the lenders thereunder, the "Second Lien Lenders"), including approximately $291,413,174 in principal amount outstanding, plus all unpaid interest, fees, expenses, costs, and other charges arising under or related to the Second Lien Term Loan Facility (the "Second Lien Obligations") may be credit bid in the amount up to $241,413,174 as part of the Purchase Price. To the extent that a portion of the Second Lien Obligations is not credit bid in connection with the Auction, such amount shall constitute a general unsecured claim against the Debtors' estates.
DSJL Mortgage	On the Closing Date, the obligations outstanding under that certain secured promissory note, dated as of August 17, 2018, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, among certain of the Debtors and DSJL Properties, LLC (the "DSJL Mortgage"), including approximately $190,000 in principal amount outstanding, plus all interest, fees, expenses, costs, and other charges arising under or related to the DSJL Mortgage, shall be assumed by the Purchaser (or an affiliate thereof).
Westside Bank Mortgage	On the Closing Date, the obligations outstanding under that certain secured Business Loan Agreement, dated as of November 14, 2018, and the related security and mortgage documentation (each as may be as amended, restated, amended and restated, supplemented, or otherwise modified from time to time), among Jack

	Cooper Holdings Corp. and Westside Bank, as lender, ("Westside Bank Mortgage"), including approximately $1,644,000 in principal amount outstanding, plus all interest, fees, expenses, costs, and other charges arising under or related to Westside Bank Mortgage, shall be assumed by the Purchaser (or an affiliate thereof).
Critical Vendors	The Debtors shall treat certain holders of general unsecured claims as "critical vendors" pursuant to first-day orders of the Bankruptcy Court and first-day recognition orders of the CCAA Court, subject to the terms of the DIP Credit Agreements.
Union and Labor Matters	
Union Labor Matters	The Debtors shall obtain ratification of the CBAs[3] on terms and conditions acceptable to Solus and consistent with the term sheet attached hereto as **Exhibit 2** (as may be amended, supplemented, or modified, the "CBA Term Sheet") in all material respects. During the Agreement Effective Period (as defined in the RSA), the Debtors must obtain the consent of the Purchaser before assuming, renewing, extending the term of, or modifying any CBAs other than as described in the CBA Term Sheet.
Multiemployer Pension Plan Matters	The Debtors shall make no payments or contributions to any MEPPs after June 30, 2019 (other than, at the Debtors' option, pre-ratification vote contributions that become due to the local pension plans (which for the avoidance of doubt excludes the Central States Plan) as contemplated pursuant to the last sentence of Section VII.D. of the CBA Term Sheet), shall permanently cease to have an obligation to contribute to all MEPPs prior to the Closing Date, and shall terminate their participation in, and completely withdraw from all MEPPs prior to the Closing Date (a "Withdrawal Event"); *provided*, that, with respect to the Central States Plan, participation and contributions after the Closing Date, if any, shall be on terms and conditions described in a definitive agreement among the Company, the Purchaser, and the Central States Plan that is materially consistent as determined by Purchaser with the term sheet attached hereto as **Exhibit A** to **Exhibit 3** hereto (as may be amended, supplemented, or modified with the consent of the Purchaser, the "CSPF Term Sheet"), including the Special Contribution Obligation (as defined in the CSPF Term Sheet). The Sale Order shall provide that the Sale Transaction is "free and clear" of any and all withdrawal liabilities, including MEPP withdrawal liabilities crystallized by the Withdrawal Event and any mass withdrawal liability (including reallocation and/or redetermination liability). Additionally, on the Closing Date, the "Post-Restructuring Withdrawal Liability and "Investor Release" provisions of the CSPF Term Sheet, which shall be consistent in all respects with the terms of the CSPF Term Sheet, shall become effective.
Reservation of Rights With Respect to Union and Labor Matters	In the event that the IBT, IAM, or representatives for the Central States Plan do not consent to the terms of the RSA or the Sale Transaction, the CBAs are not ratified by September 23, 2019, in each case consistent with this Term Sheet and the RSA, or the Company, the Central States Plan, and Purchaser do not enter into a definitive

[3] All reference to CBAs in this Term Sheet shall refer to the CBAs of the Debtors (excluding Canadian Debtors).

	agreement reflecting the terms of the CSPF Term Sheet by September 23, 2019, then each of the Debtors and Consenting Lenders reserves all rights to pursue all rights and remedies available to them, including but not limited to those existing under section 1113 of the Bankruptcy Code, which modifications would include, among other things, elimination of applicable successorship clause(s).
Other Terms and Conditions	
Retention of Management	The Executive Committee[4] of the Debtors as of the Petition Date shall assume the same roles as officers and members of the senior management team of the Purchaser. The Purchaser shall assume the Existing Employment Agreements (as modified as provided in the APA) on the Closing Date upon consummation of the Sale Transaction in accordance with the terms set forth in the RSA and the APA. For the avoidance of doubt, the Sale Transaction shall not constitute a "change of control" or similar transaction that causes acceleration of payments or benefits under the Existing Employment Agreements.
Board of Directors	The board of directors of the Purchaser (or such other body that will become the ultimate governing authority for the Purchaser) shall be selected in a manner determined by the Purchaser but shall, for the avoidance of doubt, include T. Michael Riggs.
Releases	The APA and the Sale Order shall contain full mutual general releases effective on the Closing Date between and among the Debtors, the Purchaser, the DIP Agents, the DIP Lenders, Wells, the Revolver Lenders, Cerberus, the First Lien Lenders, the 1.5 Lien Lenders, the Second Lien Lenders, Solus, the 1.5 Lien Agent, the Second Lien Agent, and such entities' respective current and former affiliates, and such entities' and their current and former affiliates' current and former officers, managers, directors, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their current and former officers, managers, directors, equity holders, principals, members, employees, agents, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such, for any claims up to the Closing Date except as preserved in the APA and related documentation implementing the Sale Transaction other than claims to the extent conveyed to (and released by) Purchaser. The terms of the Sale Order or other definitive documentation implementing the releases set forth herein shall be acceptable to each of the Debtors, the Purchaser and the Required Consenting Lenders.
Milestones	The Restructuring shall be implemented in accordance with the following milestones (the "Milestones"), each of which shall be subject to extension by mutual agreement between the Purchaser and the Debtors; *provided*, that the Milestones, as applicable, set forth in clause 5-8 and 10-12 hereof may be extended by the Debtors up to five (5) calendar days if the purpose of such extension is

[4] "Executive Committee" means T. Michael Riggs (CEO), Sarah Amico (Executive Chairperson), Theo Ciupitu (EVP, General Counsel, and Chief Risk Officer), Greg May (CFO), Katie Helton (EVP, Associate General Counsel, and Chief Human Resources Officer), Jeff Herr (President of Logistics), Kirk Hay (CIO) and Alex Meza (President of Transport).

	solely to accommodate scheduling with the Bankruptcy Court or CCAA Court, as applicable. The Debtors agree that they shall: 1. commence their Chapter 11 Cases no later than August 6, 2019 (the "Petition Date"); 2. no later than the Petition Date, file the DIP Motion and Sale and Bidding Procedures Motion; 3. the Debtors and the Teamsters National Automobile Transport Industry Negotiating Committee (the "TNATINC") shall have negotiated the modifications to the CBA that are reflected in the CBA Term Sheet, and no later than the Petition Date, the TNATINC has agreed to submit the modifications set forth in CBA Term Sheet to the IBT membership for ratification; 4. no later than August 7, 2019, the Debtors, the Purchaser, and the Central States Plan shall execute the Pension Plan Treatment Agreement attached hereto as **Exhibit 3** (together with all exhibits, schedules and attachments thereto, as each may be amended, supplemented, or otherwise modified from time to time) by and among the Debtors, the Central States Plan, and the Purchaser consistent with the CSPF Term Sheet, binding the Central States Plan, the Purchaser, and the Debtors to effectuate the terms and transactions contemplated by the CSPF Term Sheet; 5. obtain entry by the Bankruptcy Court of the Interim DIP Order no later than two (2) Business Days after the Petition Date; 6. obtain entry of an order by the CCAA Court recognizing the DIP Order (the "Interim DIP Recognition Order") no later than five (5) calendar days after the entry of the Interim DIP Order; 7. obtain entry by the Bankruptcy Court of the Final DIP Order and the Bidding Procedures Order as soon as reasonably practicable but in no event later than twenty-five (25) calendar days after the Petition Date; 8. obtain entry of an order by the CCAA Court recognizing the Final DIP Order (the "Final DIP Recognition Order") and the Bidding Procedures Order (the "Bidding Procedures Recognition Order") as soon as reasonably practicable but in no event later than five (5) calendar days after the entry of the Final DIP Order and the Bidding Procedures Order; 9. obtain ratification of the CBAs consistent with the CBA Term Sheet, this Term Sheet, the CSPF Term Sheet, and the RSA, no later than September 23, 2019, *provided* however and for the avoidance of doubt that any deviations between the CBAs and this Term Sheet, the CBA Term Sheet, the CSPF Term Sheet, or the RSA, or any new provisions in the CBAs not contemplated by this Term Sheet, the CBA Term Sheet, the CSPF Term Sheet, or the RSA, shall be subject to the consent of the Purchaser; 10. obtain entry by the Bankruptcy Court of an order approving the definitive documentation with the Central States Plan, including the Hybrid Plan Participation Agreement, no later than September 23, 2019; 11. obtain entry by the Bankruptcy Court of the Sale Order no later than sixty-five (65) calendar days after the Petition Date;

	12. obtain entry of an order by the CCAA Court recognizing the Sale Order (the "Sale Recognition Order") no later than five (5) calendar days after the entry of the Sale Order; and 13. cause the Closing Date to occur no later than seventy-five (75) calendar days after the Petition Date.
Conditions Precedent	The occurrence of the Closing Date shall be subject to the satisfaction of certain conditions precedent, including, without limitation, the following (each of which may be waived by the mutual agreement of the Debtors and the Purchaser): 1. the RSA shall not have been terminated and shall remain in full force and effect; 2. ratification of CBAs consistent with CBA Term Sheet, but in any case in form and substance acceptable to the Purchaser; 3. if the CBAs require participation in the Central States Plan, entry by the Purchaser into a definitive and binding agreement with the Central States Plan consistent with the CSPF Term Sheet, but in any case in form and substance acceptable to the Purchaser in its sole and absolute discretion; 4. there shall be no proceeding before any governmental entity pending or threatened in any jurisdiction wherein an unfavorable order could prevent or adversely affect the consummation of the Closing Date or the operation of the business and ownership of the transferred assets thereafter, result in any of the transactions related to the Sale Transaction being declared unlawful or rescinded, require the Purchaser or any affiliate thereof to pay any damages or penalty as a result thereof or have any obligation or liability in connection therewith, or have a material adverse effect, and no such order shall be in effect; 5. the final version of the APA and all of the schedules, documents, and exhibits contained therein, shall be consistent with this Term Sheet (including all attachments hereto) and the RSA in all material respects, shall be satisfactory to the Purchaser, and shall have been filed in a manner consistent with the RSA; 6. The Final DIP Order shall have been entered by the Bankruptcy Court, the Final DIP Order and the DIP Credit Agreements shall be in full force and effect in accordance with its terms, and no event of termination under the Final DIP Order or event of default under the DIP Credit Agreements shall be continuing; 7. the Bankruptcy Court shall have entered the Sale Order, in form and substance acceptable to the Debtors, the Purchaser, and the Required Consenting Lenders; 8. Each of the Interim DIP Recognition Order, the Final DIP Recognition Order, the Bidding Procedures Recognition Order and the Sale Recognition Order shall have been entered by the CCAA Court; 9. on the Closing Date, there shall not have occurred since the Petition Date a fact, event, or circumstance that has, or could reasonably be expected to have, a material adverse effect on the Debtors taken as a whole, excluding the effects of the commencement of the Chapter 11 Cases and the CCAA Proceeding;

	10. all requisite governmental authorities and third parties shall have approved or consented to the consummation of the Sale Transaction, to the extent required; 11. the Debtors shall have implemented the Sale Transaction in a manner consistent in all material respects with this Term Sheet (including all appendices hereto), and the RSA; 12. each Definitive Document, including all Exit Financing Documents, shall be executed and delivered; and 13. satisfaction of any other conditions as may be set forth in the APA.
Review of Bankruptcy Pleadings	The Debtors shall deliver copies of all pleadings and materials to be filed in the Bankruptcy Court and CCAA Court to K&E and Bennett Jones, as counsel for the Purchaser, and Schulte, as counsel for Cerberus, no less than three (3) calendar days (or as soon as is reasonably practicable under the circumstances) prior to the date that Debtors' counsel intends to file such pleading.
Due Diligence	The Debtors shall provide Solus and its advisors with access to the Debtors' books and records, key officers and employees, offices, and assets during reasonable business hours so that Solus may complete its due diligence. The Disclosure Schedules (as defined in the APA), in form and substance acceptable to the Purchaser, shall be completed by the date that is three (3) Business Days prior to the hearing on the Bidding Procedures Order, subject to the terms of the APA.
Restructuring Transactions	The Sale Order shall be deemed to authorize, among other things, all actions as may be necessary or appropriate, consistent with this Term Sheet (including all appendices hereto) and the RSA, to effect any transaction described in, contemplated by, or necessary to effectuate the Restructuring.
Tax Cooperation	The Debtors and the Purchaser agree to cooperate in good faith to structure the Restructuring and related transactions in a tax efficient manner as set forth in the APA.
Documentation	The RSA Parties shall negotiate the APA, the DIP Facilities and the Exit Facilities, as applicable, and related definitive documents in good faith. Any and all documentation necessary to effectuate the Restructuring shall be in form and substance consistent with this Term Sheet (including all appendices hereto) and the RSA, and otherwise satisfactory to the Debtors, the Purchaser, and, with respect to any document involving treatment of or directly or indirectly affecting the First Lien Term Loan Facility and/or the Exit First Lien Term Loan Facility, Cerberus.

Exhibit 1 to Restructuring Term Sheet

APA

STRICTLY CONFIDENTIAL
DRAFT

NEITHER THE CIRCULATION OF THIS DRAFT NOR ANY SUBSEQUENT DRAFTS SHALL GIVE RISE TO ANY DUTY TO NEGOTIATE OR CREATE OR IMPLY ANY OTHER LEGAL OBLIGATION. NO LEGAL OBLIGATION OF ANY KIND WILL ARISE UNLESS AND UNTIL A DEFINITIVE WRITTEN AGREEMENT IS EXECUTED AND DELIVERED BY ALL PARTIES.

ASSET PURCHASE AGREEMENT

DATED AS OF [●], 2019

BY AND AMONG

JC BUYER COMPANY, INC.,

AS BUYER

AND

JACK COOPER INVESTMENTS, INC.

AND

CERTAIN SUBSIDIARIES OF JACK COOPER INVESTMENTS, INC.,

AS SELLERS

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of [●], 2019 (the "Execution Date"), is made and entered into by and among JC Buyer Company, Inc., a Delaware corporation ("Buyer"), Jack Cooper Investments, Inc., a Delaware corporation (the "Company"), and the Additional Sellers (together with the Company, "Sellers" and each entity individually a "Seller"). Capitalized terms used herein and not otherwise defined herein have the meanings set forth in Article 1.

RECITALS

WHEREAS, Sellers are engaged in the Business;

WHEREAS, each Seller (i) filed voluntary petitions on August 6, 2019 (the "Chapter 11 Case") under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Georgia (the "U.S. Bankruptcy Court") and/or (ii) initiated recognition proceedings on [●], 2019 (the "CCAA Proceedings" and, together with the Chapter 11 Case, the "Bankruptcy Cases") pursuant to Part IV of the Companies' Creditors Arrangement Act (the "CCAA") before the Ontario Superior Court of Justice (Commercial List) (the "CCAA Court", and, together with the U.S. Bankruptcy Court, the "Bankruptcy Courts");

WHEREAS, subject to the terms and conditions set forth in this Agreement and the entry of the Sale Order, (i) Sellers desire to sell to Buyer all of the Acquired Assets and to assign to Buyer all of the Assumed Liabilities, Buyer desires to purchase from Sellers all of the Acquired Assets and assume all of the Assumed Liabilities, (ii) Buyer is Agent or has been designated as Sub-Agent (as defined in the Restructuring Term Sheet) with authority to credit bid up to the full amount of the outstanding obligations pursuant to the 1.5 Lien Credit Agreement, the Second Lien Term Loan Credit Agreement and the DIP Term Loan Credit Agreement, (iii) Buyer desires to credit bid for the Acquired Assets, and (iv) the Parties intend to effectuate the transactions contemplated by this Agreement, upon the terms and conditions hereinafter set forth;

WHEREAS, the Acquired Assets and Assumed Liabilities shall be purchased and assumed by Buyer pursuant to the Sale Order, free and clear of all Encumbrances (other than Permitted Encumbrances), pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure and Part IV of the CCAA;

WHEREAS, Sellers' ability to consummate the transactions set forth in this Agreement is subject to, among other things, the entry of the Sale Order by the Bankruptcy Courts; and

WHEREAS, the board of directors (or similar governing body) of each Seller has determined that it is advisable and in the best interests of such Seller and its constituencies to enter into this Agreement and to consummate the transactions provided for herein, subject to entry of the Sale Order, and each has approved the same.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the foregoing and of the representations, warranties,

covenants, agreements and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Definitions.

For purposes of this Agreement, the following terms have the meanings specified or referenced below.

"1.5 Lien Credit Agreement" means that certain Credit Agreement, dated as of June 28, 2018, by and between Jack Cooper Ventures, Inc., as borrower, Wilmington Trust, National Association, as administrative and collateral agent, in the original principal amount of $[41,000,000], as amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

"Accounting Referee" has the meaning set forth in Section 3.2(d).

"Accounts Receivable" means, with respect to each Seller, all accounts receivable, notes receivable, purchase orders, negotiable instruments, completed work or services that has not been billed, chattel paper, notes and other rights to payment, including those consisting of all accounts receivable in respect of services rendered or products sold to customers by such Seller, any other miscellaneous accounts receivable of such Seller, and any claim, remedy or other right of such Seller related to any of the foregoing, together with all unpaid financing charges accrued thereon and any payments with respect thereto.

"Accrued Payroll" means all wages that have accrued in accordance with the DIP Budget and are unpaid since the end of the last payroll period immediately prior to the Closing Date.

"Acquired Actions" has the meaning set forth in Section 2.1(m).

"Acquired Assets" has the meaning set forth in Section 2.1.

"Action" means any action, suit, petition, plea, charge, claim, demand, hearing, inquiry, arbitration, complaint, grievance, summons, litigation, mediation, proceeding (including any civil, criminal, regulatory, administrative, investigative or appellate proceeding), prosecution, contest, inquest, audit, examination, investigation or similar matter by or before (or that could come before) any Governmental Authority.

"Additional Sellers" means each of Auto & Boat Relocation Services LLC; Auto Handling Corporation; Axis Logistic Services, Inc.; CTEMS, LLC; Jack Cooper Canada 1 Limited Partnership; Jack Cooper Canada 2 Limited Partnership; Jack Cooper Canada GP 1 Inc.; Jack Cooper Canada GP 2 Inc.; Jack Cooper CT Services, Inc.; Jack Cooper Diversified, LLC; Jack Cooper Enterprises, Inc.; Jack Cooper Holdings Corp.; Jack Cooper Logistics, LLC; Jack

Cooper Rail and Shuttle, Inc.; Jack Cooper Transport Canada Inc.; Jack Cooper Transport Company, Inc.; Jack Cooper Ventures, Inc.; and North American Auto Transportation Corp.

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

"Affiliated Group" means a group of Persons that elects, is required to, or otherwise files a Tax Return or pays a Tax as an affiliated group, consolidated group, combined group, unitary group, or other group recognized by applicable Laws relating to Taxes.

"Agreement" has the meaning set forth in the introductory paragraph.

"Allocation Statement" has the meaning set forth in Section 3.2(b).

"Alternative Transaction" means the sale, transfer or other disposition, directly or indirectly, including through an asset sale, equity sale, merger, amalgamation or other similar transaction, including a plan of reorganization approved by the U.S. Bankruptcy Court, or resulting from the Auction, or otherwise in connection with the liquidation or winding up of any of Sellers, of not less than a majority of Sellers' assets or equity, in a transaction or series of transactions with one or more Person, other than Buyer.

"Anti-Corruption Laws" shall mean applicable laws enacted to prohibit bribery and corruption, including the U.S. Foreign Corrupt Practices Act of 1977 (as amended), the UK Bribery Act 2010, the Corruption of Foreign Public Officials Act (Canada) and applicable laws enacted to implement the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions.

"Anti-Corruption Prohibited Activity" shall mean (a) using funds in violation of Anti-Corruption Laws for unlawful contributions, gifts, or entertainment, or other unlawful expenses relating to political activity, or (b) making or taking an act in furtherance of an offer, promise, or authorization of any bribe, rebate, payoff, influence payment, kickback or other similar payment, whether directly or indirectly to any Governmental Authority or to any private commercial entity for the purpose of either gaining an improper business advantage or encouraging the recipient to violate the policies of his or her employer or to breach an obligation of good faith or loyalty in violation of Anti-Corruption Laws.

"Anti-Money Laundering Laws" shall mean applicable laws relating to money laundering and terrorism financing, including the USA PATRIOT Act of 2001, the U.S. Money Laundering Control Act of 1986, as amended; the applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transaction Reporting Act of 1970, as amended; the EU Anti-Money Laundering Directives and any laws, decrees, administrative orders, circulars, or instructions implementing or interpreting the same; and other similar applicable laws and regulations.

"Antitrust Law" means, collectively, the HSR Act, Title 15 of the United States Code §§ 1-7 (the Sherman Act), Title 15 of the United States Code §§ 12-27 and Title 29 of the United States Code §§ 52-53 (the Clayton Act), the Federal Trade Commission Act (15 U.S.C.§ 41 et seq.), and the rules and regulations promulgated thereunder, and any other Legal Requirements that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

"Assumed Contracts" has the meaning set forth in Section 2.5(a)(i).

"Assumed Employee Liabilities" has the meaning set forth in Section 2.3(d).

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Assumed Workers' Compensation Program" means any workers' compensation program or insurance set forth on Schedule 1.1(a) to the extent transferable under applicable law.

"Auction" has the meaning set forth in the Bidding Procedures Order.

"Audited Financial Statements" has the meaning set forth in Section 5.20.

"Available Contracts" has the meaning set forth in Section 2.5(a)(i).

"Avoidance Action" means any claim, right or cause of action of any Seller arising under chapter 5 of the Bankruptcy Code and any analogous state or federal statutes and common law.

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

"Bankruptcy Code" means Title 11 of the United States Code, Sections 101 *et seq*.

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

"Benefit Plan" means any (i) "employee benefit plan" within the meaning of Section 3(3) of ERISA or (ii) other employee benefit plans, agreements, programs, policies, or arrangements, whether or not subject to ERISA (including any funding mechanism therefor now in effect or required in the future as a result of the transactions contemplated by this Agreement or otherwise), including any plan, program, arrangement or agreement that is a pension, profit-sharing, savings, retirement, employment, consulting, severance pay, termination, executive compensation, incentive compensation, deferred compensation, bonus, stock purchase, stock option, phantom stock or other equity-based compensation, change of control, retention, salary continuation, vacation, sick leave, disability, death benefit, group insurance, hospitalization, medical, dental, life (including all individual life insurance policies as to which any Seller(s) is the owner, the beneficiary, or both), Code Section 125 "cafeteria" or "flexible" benefit, employee loan, educational assistance or fringe benefit plan, program, arrangement or agreement, whether written or oral, in each case, that (x) is sponsored, maintained or contributed to by any of Sellers, or for which any of Sellers has any obligation to sponsor, maintain or

contribute to, or for which any of Sellers has any direct or indirect liability, whether contingent or otherwise and under which any current or former officer, director, employee, consultant (or their respective beneficiaries) of any of Sellers has any present or future right to benefits or (y) otherwise with respect to which any of the Sellers has or could reasonably expect to have any liability or obligation, including on account of being deemed to be an ERISA Affiliate; provided that the term "Benefit Plan" shall not include any (A) statutory benefit plan to which any of the Sellers is required to participate in or comply with that is sponsored and administered by a Governmental Authority (such as Social Security); (B) Multiemployer Plan; or (C) Canadian Multi-Employer Plan.

"Bid Deadline" has the meaning set forth in Section 7.5(h).

"Bidding Procedures" means bid procedures in substantially the form attached as Exhibit 2 to the Bidding Procedures Order, with such amendments, modifications or supplements as approved by Buyer and Sellers. The Bidding Procedures will comport with the terms set forth in the Restructuring Support Agreement and Restructuring Term Sheet.

"Bidding Procedures Order" means the form of bidding procedures order attached hereto as **Exhibit A**, with such amendments, modifications or supplements as approved by Buyer and Sellers and entered by the Bankruptcy Court. The Bidding Procedures Order will comport with the terms set forth in the Restructuring Support Agreement and Restructuring Term Sheet.

"Bidding Procedures Recognition Order" means an order in form and substance reasonably satisfactory to Solus to be entered by the CCAA Court recognizing and giving effect to the Bidding Procedures Order.

"Bill of Sale" means a bill of sale in customary form reasonably acceptable to the Parties.

"Business" means the business and operations of Sellers (wherever such business and operations are situated or conducted) as currently conducted or currently proposed to be conducted.

"Business Day" means any day of the year on which national banking institutions in New York are open to the public for conducting business and are not required or authorized to close.

"Buyer" has the meaning set forth in the introductory paragraph and shall also include any Buyer Designee.

"Buyer Benefit Plans" has the meaning set forth in Section 8.5(b).

"Buyer Designee" has the meaning set forth in Section 4.4.

"Buyer Employees" has the meaning set forth in Section 8.5(a).

"Buyer Group" means (1) any of Buyer and its directors, officers, control persons (as defined in Section 15 of the Securities Act or Section 20 of the Exchange Act), members,

employees, agents, attorneys, financial advisors, consultants, legal representatives, shareholders, partners, estates, successors and assigns, (2) the lenders and agents under each of the First Lien Term Loan Facility, the Prepetition ABL Credit Agreement, the Junior Credit Agreements, the DIP Facilities and the Exit Facilities, and (3) any of the respective agents, attorneys, financial advisors, legal advisors, affiliates, directors, managers, officers, control persons, shareholders, members or employees of the foregoing (1) through (2), in each case, in such capacity.

"Buyer Released Claims" has the meaning set forth in Section 12.16(c).

"Canadian Borrowers" means, collectively, Jack Cooper Canada 1 Limited Partnership, Jack Cooper Canada 2 Limited Partnership, Jack Cooper Canada GP 1 Inc., Jack Cooper Canada GP 2 Inc. and Jack Cooper Transport Canada, Inc.

"Canadian CBAs" means all Collective Bargaining Agreements in respect of Employees [and Owner Operators] working in Canada.

"Canadian Multi-Employer Plan" means each benefit plan that any of the Sellers is required to contribute to or participate in pursuant to a Canadian CBA and is not maintained or administered by any of Sellers or their Affiliates.

"Canadian Sale Order" has the meaning set forth in the definition of "Sale Order" in this Section 1.1.

"Canadian Sub-Facility" means the first priority senior secured debtor-in-possession credit facility that is a sub-facility of the U.S. Revolver Facility, providing for, among other things, commitments available for borrowing by the Canadian Borrowers of up to $5,000,000 (of which up to $500,000 shall be available for the issuance of letters of credit).

"Canadian Tax Act" means the *Income Tax Act* (Canada).

"Cash Consideration" has the meaning set forth in Section 3.1(a).

"CBA Term Sheet" means the CBA Term Sheet attached hereto as **Exhibit B**.

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

"CCAA Court" has the meaning set forth in the recitals.

"CCAA Proceedings" has the meaning set forth in the recitals.

"Central States Plan" has the meaning set forth in Section 9.11.

"Cerberus" means Cerberus Business Finance Agency, LLC.

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

"Claim" means a "claim" as defined in Section 101(5) of the Bankruptcy Code or Section 2(1) of the CCAA.

"Closing" has the meaning set forth in Section 4.1.

"Closing Date" means the date and time as of which the Closing occurs as set forth in Section 4.1.

"Closing Date Statement" has the meaning set forth in Section 3.3.

"Closing Required Permits" means all Governmental Authorizations (including Permits) set forth on Schedule 1.1(b) that are necessary for the operation and conduct of the Business or the Acquired Assets as of the Closing Date.[1]

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985.

"Code" means the Internal Revenue Code of 1986.

"Collective Bargaining Agreement" has the meaning set forth in Section 5.11(a).

"Commissioner" has the meaning set forth in the definition of "Competition Act Approval" in this Section 1.1.

"Company" has the meaning set forth in the introductory paragraph.

"Competition Act" means the *Competition Act* R.S.C. 1895 C. C.34 (Canada), as amended, and the regulations thereunder.

"Computer Systems" means software, computer firmware, computer hardware, electronic data processing, telecommunications networks, network equipment, interfaces, platforms, peripherals, computer systems, and information contained therein or transmitted thereby, in each case, owned, licensed, or used by any Seller.

"Confidential Information" has the meaning set forth in Section 12.2.

"Contract" means any legally binding agreement, contract, obligation, indenture, note, bond, loan, instrument, promise, undertaking, sublicense, lease (including Leases and Lessor Leases), sublease, purchase order, arrangement, license, commitment, or other binding arrangement or understanding (in each case whether written or oral), and any amendments, modifications or supplements thereto.

"Copyrights" means all United States and foreign copyright rights in any original works of authorship, whether registered or unregistered, including all copyright registrations and applications.

"Credit Bid and Release" has the meaning set forth in Section 3.1(c).

[1] **Note to Draft**: Schedule 1.1(b) to be discussed and finalized prior to the signing of the APA.

"CSPF Term Sheet" means the Non-Binding Term Sheet Relating to the Treatment of the Central States, Southeast and Southwest Areas Pension Plan attached hereto as **Exhibit C**.

"CTA" means the Canada Transportation Act, R.S.C. 1996, C. 10, as amended.

"Cure Costs" means all monetary liabilities, including pre-petition monetary liabilities, of Sellers that must be paid or otherwise satisfied to cure all of Sellers' monetary defaults under the Assumed Contracts pursuant to Section 365 of the Bankruptcy Code or Section 11.3 of the CCAA at the time of the assumption thereof and assignment to Buyer as provided hereunder as such amounts are determined by the Bankruptcy Courts.

"Cure Notice" means, with respect to each Available Contract, the notice submitted by Sellers to the counterparty or counterparties thereto setting forth, among other things, the Cure Cost amount with respect thereto as calculated by Sellers.

"Dataroom" or "Data Room" means that certain "Project Phoenix" Data Room of the Company.

"Data Security Requirements" means, collectively, all of the following to the extent relating to confidential or sensitive information, payment card data, personally identifiable information, or other protected information relating to individuals or otherwise relating to privacy, security, or security breach notification requirements and applicable to any Seller: (i) each Seller's own rules, policies, and procedures (whether physical or technical in nature, or otherwise), (ii) all applicable laws and all industry standards applicable to the Business (including the Payment Card Industry Data Security Standard (PCI DSS)), and (iii) agreements any Seller has entered into or by which it is bound.

"Deeds" means special (or limited) warranty deeds, or jurisdictional equivalents, as the case may be, in recordable form for the appropriate jurisdiction, reasonably acceptable to Buyer, transferring title to the Real Property other than Leased Real Property and Improvements thereon (subject only to Permitted Encumbrances).

"Determination Date" has the meaning set forth in Section 2.5(a)(i).

"DIP Budget" shall have the meaning ascribed to the term "Approved Budget" in the DIP Financing Orders.

"DIP Facilities" means, collectively, the U.S. Revolver Facility, the Canadian Sub-Facility and the DIP Term Loan Facility.

"DIP Financing Orders" means, collectively, (i) the Interim Order of the U.S. Bankruptcy Court, in form and substance reasonably satisfactory to Wells Fargo Capital Finance, LLC and Solus, authorizing and approving the DIP Facilities (the "Interim DIP Order"), (ii) the order of the CCAA Court recognizing and giving effect to the Interim DIP Order, as applicable, in form and substance reasonably satisfactory to Wells Fargo Capital Finance, LLC and Solus, authorizing and approving the Canadian Sub-Facility (the "Interim Recognition Order"), (iii) the Final Order of the U.S. Bankruptcy Court, in form and substance reasonably satisfactory to

Wells Fargo Capital Finance, LLC and Solus, authorizing and approving the DIP Facilities (the "Final DIP Order"); and (iv) the order of the CCAA Court recognizing and giving effect to the Final DIP Order, as applicable, in form and substance reasonably satisfactory to Wells Fargo Capital Finance, LLC and Solus, authorizing and approving the Canadian Sub-Facility (the "Final Recognition Order").

"DIP Motion" means a motion filed by Sellers with the Bankruptcy Courts to approve the DIP Facilities.

"DIP Term Loan Credit Agreement" means that certain Debtor-In-Possession Credit Agreement dated [●], 2019, by and among Jack Cooper Ventures, Inc., as borrower, the lenders thereto, and Solus, as agent, as restated, amended and restated, supplemented, waived and/or otherwise modified prior to the date hereof.

"DIP Term Loan Facility" means the junior priority secured debtor-in-possession credit facility to be entered into among Jack Cooper Ventures, Inc., as borrower, Solus and the other lenders thereto, as lenders, and Solus, as administrative agent, consisting of, among other things, up to $[15,000,000] of term loans made to Jack Cooper Ventures, Inc.

"Disclosure Schedules" means the disclosure schedules attached hereto, dated as of the date hereof, delivered or made available by Sellers to Buyer in connection with the execution of this Agreement, as the same may be supplemented and amended pursuant to Sections 7.6 and 12.6.

"Documents" means all of the documents that are used or useful in, or held for use in, the Business.

"DOL" has the meaning set forth in Section 5.12(b).

"Employees" means all of the employees of Sellers on the Execution Date, as well as any additional persons who become employees of Sellers in the Ordinary Course of Business during the period from the Execution Date through and including the Closing Date.

"Encumbrance" means any "interest" as that term is used in Section 363(f) of the Bankruptcy Code, mortgage, hypothec, deed of trust, pledge, security interest, encumbrance, easement, condition, reservation, lien (statutory or otherwise), mechanics lien, Claim, covenant, encroachment, lease, right of use or possession, or other similar third party interest, or other survey defect, option, debenture, defect of title, restriction on transfer or use, charge, hypothecation, deemed trust, action, easement, right-of-way or covenant on real property, or license (other than any non-exclusive licenses of Intellectual Property granted in the Ordinary Course of Business), whether imposed by Contract, Legal Requirement, equity or otherwise.

"Environment" means the environment or natural environment, including air, water, surface water, groundwater, soil, surface and subsurface strata or other environmental, media, natural resources, flora, fauna, wetlands and as additionally defined in any Environmental Law.

"Environmental Laws" means any and all Legal Requirements concerning or relating to the protection of (a) public health or safety, including as may be affected by the Release of, or exposure to, Hazardous Substances, and OSHA or (b) pollution or protection of the Environment, including those relating to the presence, use, manufacturing, refining, production, generation, handling, transportation, treatment, recycling, storage, disposal, distribution, importing, labeling, testing, processing, discharge, Release, control, cleanup, or other action or failure to act involving, or exposure of any Person to, pollutants, contaminants, Hazardous Substances or other material regulated by Environmental Laws.

"Environmental Permit" means any and all Permits, Governmental Authorizations, licenses, approvals, consents, waivers, franchises, filings, accreditations, registrations, certifications, notifications, exemptions, clearances and any other authorization required by or issued under any Environmental Law.

"Equipment" means all personal property, furniture, fixtures, equipment, computers, machinery, vehicles, apparatus, appliances, implements, telephone systems, signage, supplies and all other tangible personal property of every kind and description, and Improvements and tooling used, or held for use, in connection with the operation of the Business, wherever located, including communications equipment, information technology assets, and any attached and associated hardware, routers, devices, panels, cables, manuals, cords, connectors, cards, and vendor documents, and including all warranties of the vendor applicable thereto. "Equipment" shall include all rights under any leases relating to such Equipment, to the extent such leases constitute Assumed Contracts.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"ERISA Affiliate" means any Person that would, at any relevant time, be considered a single employer with any of Sellers under Section 4001(b) of ERISA or Sections 414(b), (c), (m) or (o) of the Code.

"Escrow Agent" means [●].[2]

"Escrow Agreement" means an Escrow Agreement, to be entered into as of the Closing Date by and among the Company, Buyer and the Escrow Agent, in a form to be mutually agreed among Buyer and Sellers' Representative.

"Exchange Act" means the Securities Exchange Act of 1934.

"Excise Taxes" means any federal levy Taxes imposed on any Seller's purchases or sales of specific goods or services, such as fuel or other similar products, and the operation of such Seller's fleet of trucks and trailers.

"Excluded Assets" has the meaning set forth in Section 2.2.

[2] **Note to Draft**: To be selected by Buyer and Sellers jointly in connection with execution of the APA.

"Excluded Benefit Plans" means all Benefit Plans other than the Buyer Benefit Plans set forth on Schedule 8.5(c).

"Excluded Contracts" has the meaning set forth in Section 2.5(a)(i).

"Excluded Liabilities" has the meaning set forth in Section 2.4.

"Execution Date" has the meaning set forth in the introductory paragraph.

"Executive Committee Members" means T. Michael Riggs (CEO), Sarah Amico (Executive Chairperson), Theo Ciupitu (EVP, General Counsel, and Chief Risk Officer), Greg May (CFO), Katie Helton (EVP, Associate General Counsel, and Chief Human Resources Officer), Jeff Herr (President of Logistics), Kirk Hay (CIO) and Alejandro Meza (President of Transport).

"Existing CBAs" means the Collective Bargaining Agreements in effect (whether or not expired) as of the date hereof between the Company and any Union, other than the Canadian CBAs.

"Exit Facilities" means, collectively, the Exit Revolving Facility and the Exit First Lien Term Loan Facility.

"Exit First Lien Term Loan Facility" means the replacement debt facility to be entered into on the Closing Date by the Buyer, Cerberus, as agent, and the lenders party thereto, in full and final satisfaction, compromise, settlement, release, discharge and exchange for all obligations outstanding under the First Lien Term Loan Facility, on terms acceptable to Sellers, Buyer and Cerberus.

"Exit Revolving Facility" means the replacement debt facility to be entered into on the Closing Date by the Buyer, as borrower, Wells Fargo Capital Finance, LLC and the other lenders thereto, as lenders, and Wells Fargo Capital Finance, LLC, as administrative agent.

"Expense Reimbursement" has the meaning set forth in Section 11.3.

"Export Control and Customs Laws" shall mean applicable export control laws and regulations, including the EC Regulation 428/2009 and the implementing laws and regulations of the EU member states; the U.S. Export Administration Act, U.S. Export Administration Regulations, U.S. Arms Export Control Act, U.S. International Traffic in Arms Regulations, and their respective implementing rules and regulations; the U.K. Export Control Act 2002 (as amended and extended by the Export Control Order 2008); and all import laws administered by all applicable Government Authority, including the Tariff Act of 1930, as amended, the Trade Act of 1974, the Trade Expansion Act of 1962, and other Laws and programs administered or enforced by the U.S. Department of Commerce, U.S. International Trade Commission, U.S. Customs and Border Protection, and U.S. Immigration and Customs Enforcement and their predecessor agencies.

"Extended Contract Period" has the meaning set forth in Section 2.5(a)(i).

"Final DIP Order" has the meaning set forth in the definition of "DIP Financing Orders" in this Section 1.1.

"Final Disclosure Schedules" has the meaning set forth in Section 7.6(a).

"Final Disclosure Schedules Date" has the meaning set forth in Section 7.6(a).

"Final Order" means a judgment or Order of the Bankruptcy Courts (or any other court of competent jurisdiction) which has not been modified, amended, reversed, vacated or stayed (other than such modifications or amendments that are consented to by Buyer) and as to which (A) the time to appeal, petition for certiorari, or move for a new trial, stay, reargument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, stay, reargument or rehearing shall then be pending or (B) if an appeal, writ of certiorari, new trial, stay, reargument or rehearing thereof has been sought, such Order or judgment of the Bankruptcy Courts (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, stay, reargument or rehearing shall have expired, as a result of which such judgement or Order shall have become final in accordance with Bankruptcy Rule 8002 or any applicable Canadian Legal Requirement; provided that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedures, or any analogous rule under the Bankruptcy Rules, may be filed relating to such Order, shall not cause an Order not to be a Final Order.

"Final Recognition Order" has the meaning set forth in the definition of "DIP Financing Orders" in this Section 1.1.

"Financial Statements" has the meaning set forth in Section 5.20.

"First Lien Term Loan Facility" means that certain Credit Agreement, dated as of June 28, 2018, by and among certain of Sellers, Cerberus, as agent, and the banks, financial institutions, and other lenders party thereto, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

"FLSA" means the federal Fair Labor Standards Act and any state or local laws governing wages, hours, and/or overtime pay.

"Fraud" means, with respect to any Person, a claim for Delaware common law fraud with a specific intent to deceive based on a representation or warranty of a Party set forth in Article 5 or Article 6, as applicable, or in any certificate delivered pursuant hereto. For the avoidance of doubt, "Fraud" does not include any claim for equitable fraud, promissory fraud, unfair dealings fraud, or any torts based on negligence or recklessness.

"GAAP" has the meaning set forth in Section 5.20.

"Governmental Authority" means any United States or Canadian federal, state, provincial, local or municipal or any foreign government, multi-national organization, quasi-governmental authority, or other similar recognized governmental authority or regulatory or administrative authority, agency or commission or any court, arbitrator or arbitral panel (public or private), tribunal, board, bureau, ministry or judicial body having jurisdiction.

"Governmental Authorization" means any approval, consent, license, Permit, waiver or other authorization issued, granted or otherwise made available by or under the authority of any Governmental Authority.

"GST/HST" means the goods and services tax and harmonized sales tax imposed under Part IX of the GST Act.

"GST Act" means the *Excise Tax Act* (Canada).

"GST Undertaking" has the meaning set forth in Section 8.1(d).

"Hazardous Substance" means any "pollutant," "contaminant," "hazardous waste," "industrial waste," "hazardous material," "hazardous substance" or "regulated substance" under any Environmental Law, or any other substance, chemical, material, element, vibration, sound, noise, odor, pollutant, contaminant, chemical, waste or material, or combination thereof, whether solid, liquid, or gaseous in nature, subject to regulation, investigation, remediation, limitation, prohibition, control or corrective action, or for which liability may be imposed, under any Environmental Laws.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, and the rules and regulations promulgated thereunder.

"Hybrid Plan Participation Agreement" means the Hybrid Plan Participation and Release Agreement by and among the Central States Plan, Buyer, and certain of the Sellers that shall be consistent in all respects with the CSPF Term Sheet and become effective on the Closing Date

"IAM" means the International Association of Machinists.

"IBT" means the International Brotherhood of Teamsters.

"Improvements" means the buildings, plants, structures, fixtures, systems, equipment, facilities, infrastructure and other improvements affixed or appurtenant to the Owned Real Property or Leased Real Property.

"Incorporated Information" means information expressly set forth in the Company's annual reports on Form 10-K and quarterly reports on Form 10-Q, in each case during the three (3) years prior to the date hereof as posted to the Company's investor website; provided that "Incorporated Information" shall not include items which are cross-referenced, footnoted or only referred to in such documents except to the extent such cross-referenced or footnoted items are otherwise included as Incorporated Information.

"Indebtedness" means, at any time and with respect to any Person: (a) all indebtedness of such Person for borrowed money; (b) all indebtedness of such Person for the deferred purchase price of property or services (other than Trade Payables, other expense accruals and deferred compensation items arising in the Ordinary Course of Business); (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments (other than performance, surety and appeal bonds arising in the Ordinary Course of Business in

respect of which such Person's liability remains contingent); (d) all indebtedness of such Person created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), other than inventory or other property purchased by such Person in the Ordinary Course of Business; (e) all obligations of such Person under leases which have been or should be, in accordance with GAAP, recorded as capital leases, to the extent required to be so recorded; (f) all reimbursement, payment or similar obligations of such Person, contingent or otherwise, under acceptance, letter of credit or similar facilities, in each case only to the extent drawn; (g) all Indebtedness of others referred to in clauses (a) through (f) above guaranteed directly or indirectly by such Person, or in effect guaranteed directly or indirectly by such Person through an agreement (i) to pay or purchase such Indebtedness or to advance or supply funds for the payment or purchase of such Indebtedness; (ii) to purchase, sell or lease (as lessee or lessor) property, or to purchase or sell services, primarily for the purpose of enabling the debtor to make payment of such Indebtedness; (iii) to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether such property is received or such services are rendered); or (iv) otherwise to assure a creditor against loss in respect of such Indebtedness; (h) in the event Buyer elects pursuant to Section 2.2(d) to acquire the equity interests of any Specified Foreign Subsidiary, all liabilities relating to unpaid Taxes (whether or not such Taxes are due and payable as of the Closing Date) of or otherwise imposed on the Specified Foreign Subsidiaries with respect to a taxable period or portion thereof ending on or before the Closing Date (which amount shall not be less than zero and shall be determined without regard to any Tax refunds, credits or overpayments of Tax); and (i) all Indebtedness referred to in clauses (a) through (h) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any lien upon or in property owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness.

"Information Officer" means the Person appointed by the CCAA Court to act as information officer in the CCAA Proceedings.

"Intellectual Property" means all intellectual property rights of any type in any jurisdiction, including all (i) Copyrights, (ii) Patents, (iii) Trademarks, (iv) Trade Secrets, (v) rights in software, technology, and inventions (whether patentable or not), (vi) rights of publicity, including rights to use of the names, likenesses, voices, signatures, and biographical information of real persons, and (vii) other proprietary intellectual property rights recognized under applicable law and all rights to sue and recover monetary damages for any past, present, or future infringements, misappropriations, or other violations of any of the foregoing.

"Interim DIP Order" has the meaning set forth in the definition of "DIP Financing Orders" in this Section 1.1.

"Interim Recognition Order" has the meaning set forth in the definition of "DIP Financing Orders" in this Section 1.1.

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

"IRS" has the meaning set forth in Section 5.12(d).

"Junior Credit Agreements" means, collectively, the Second Lien Term Loan Agreement and the 1.5 Lien Credit Agreement.

"Key Employment Agreements" has the meaning set forth in Section 2.5(a)(i).

"Knowledge" means, with respect to any matter in question, in the case of Sellers, the actual knowledge after due inquiry of any of the individuals listed on Schedule 1.1(d).

"Lease" has the meaning set forth in the definition of "Leased Real Property" in this Section 1.1

"Leased Real Property" means, specifically excluding any Excluded Asset, the interests in real property let, leased or subleased by Sellers, as tenant, subtenant, lessee or sublessee, or in which a Seller has been granted a possessory interest or right to use or occupy all or any portion of the same including as the same are evidenced by any and all lease agreements and all short form leases, memoranda, offers to lease, occupancy agreements and amendments relating to the foregoing, together with, to the extent let, leased, used or occupied by Sellers in connection with the Business or the Acquired Assets, and all buildings and other structures, facilities or Improvements located thereon (and any present or future rights, title and interests arising from or related to the foregoing) (each such lease, a "Lease," and collectively, the "Leases").

"Leasehold Improvements" has the meaning set forth in Section 5.5(c).

"Legal Requirement" means any federal, state, provincial, territorial, local, municipal, domestic, foreign, international, or multinational law (statutory, common or otherwise), constitution, treaty, convention, ordinance, equitable principle, code, rule, by-law, regulation, code, principle of common law, decree or Order enacted, adopted, promulgated, issued or applied by any Governmental Authority or other similar authority.

"Lessor Leases" has the meaning set forth in Section 5.5(b).

"Liability" means a Claim or Encumbrance of any kind or nature whatsoever (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, vested or otherwise, liquidated or unliquidated, or due or to become due, and whether or not actually reflected or required to be reflected in a balance sheet or other books and records).

"Liquidity" means, as of any time (i) cash and cash equivalents plus (ii) as of such time, the principal amount of loans available for borrowing under the Exit Facilities after giving effect to the borrowing base formula and all applicable reserves, holdbacks and minimum availability tests.

"Material Adverse Effect" means any change, effect, event, circumstance, state of facts, development, condition, matter or occurrence that individually or in the aggregate (taking into account all other such changes, effects, events, circumstances, states of fact, developments,

conditions, matters or occurrences) has had, or would be reasonably expected to have, a material adverse change in or material adverse effect on (1) the Acquired Assets, the Assumed Liabilities or the assets, properties, prospects, condition (financial or otherwise) or results of operations of the Business (excluding the Excluded Assets and the Excluded Liabilities), in each case taken as a whole or (2) the ability of Sellers to consummate the transactions contemplated by this Agreement or to perform any of their obligations under this Agreement, but excluding, in the case of (1) only, any change or effect to the extent that it results from or arises out of (i) any reasonably anticipated effects of the commencement or prosecution of the Bankruptcy Cases; (ii) the announcement of the execution and delivery of this Agreement, including the effects of thereof on business relationships with suppliers and customers; (iii) changes in Legal Requirements or accounting regulations (including GAAP); (iv) any specific action expressly required to be taken (or omitted) by this Agreement or taken (or omitted) at the written request of Buyer; (v) general industry changes in the industries in which Sellers compete; (vi) acts of God (including earthquakes, storms, severe weather, fires, floods and natural catastrophes); (vii) any failure of the Business to achieve external or internal forecasts or financial projections (provided that the underlying cause of such failure (subject to the other provisions of this definition) shall not be excluded); (viii) any breach of this Agreement by Buyer; or (ix) any change or effect of economic or political conditions (including acts of terrorism, hostilities, sabotage, military actions or war, or any material worsening of such acts of terrorism, hostilities, sabotage, military actions or war), in each case of clauses (iii), (v), (vi) and (ix) to the extent that such conditions do not disproportionately affect Sellers, taken as a whole, as compared to other companies that are principally engaged in the same Business as Sellers.

"Material Contract" means: [(i) any Contract in which any Seller is reasonably expected to incur potential aggregate Liabilities in an amount greater than or equal to $[10,000,000] per annum; (ii) any Contract for Indebtedness; (iii) employment or engagement Contract of any person on a full-time, part-time, consulting or similar basis and providing for annual compensation in excess of $100,000, other than agreements with [vehicle operators] and employment agreements for "at will" employment; (iv) CBAs or other Contract with any labor organization, works council, or similar employee-representative body; (v) leases or agreements under which it is lessee of, or holds or operates any personal property owned by any other party, for which the annual rental exceeds $[500,000]; (vi) leases or agreements under which it is lessor of, or permits any third party to hold or operate any personal property, for which the annual rental exceeds $[500,000]; (vii) material licenses or royalty agreements relating to the use of any third party Intellectual Property (other than commercially available software or agreements involving annual payments that do not exceed $[500,000]); (viii) Contracts with the top five (5) customers of the Business; (ix) Contacts with suppliers for which annual expenditures exceeds $[●]; and (x) Contracts which restrict the activities of any Seller in any geographical area or which contain a "most-favored nation" clause.][3]

"Modified CBA" has the meaning set forth in Section 2.1(v).

[3] **Note to Draft**: To be finalized in connection with the Disclosure Schedules.

"Multiemployer Plan" means a "multiemployer plan" as defined in Sections 3(37) and 4001(a)(3) of ERISA but excluding any Canadian Multi-Employer Plan.

"No Action Letter" has the meaning set forth in this Section 1.1.

"Objections Notice" has the meaning set forth in Section 3.2(c).

"Order" means any award, writ, injunction, judgment, order, ruling, decision, verdict, subpoena, precept, directive, consent, approval, award, decree, stipulation or similar determination or finding entered, issued, made or rendered by any Governmental Authority or an arbitrator, mediator or other judicially sanctioned Person or body.

"Ordinary Course of Business" means, with respect to any Person, the ordinary and usual course of normal day-to-day operations of such Person and its business, consistent with its past practice; provided that in the case of Sellers, "Ordinary Course of Business" shall take into account the business and operating practices that have been utilized by Sellers since the commencement of the Bankruptcy Cases.

"OSHA" means the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et. seq.

"Outside Date" has the meaning set forth in Section 11.1(c)(ii).

"Owned Real Property" means, specifically excluding any Excluded Asset, all real property owned by any Seller, and all right, title and interest of such Seller therein, together with all of such Seller's right, title and freehold or fee simple and interest in and to the following: (i) all buildings, structures, systems, hereditaments and Improvements located on such real property owned by such Seller; (ii) all Improvements owned by such Seller; and (iii) all easements, if any, in or upon such real property owned by such Seller, licenses and all rights-of-way, beneficial easements, licenses, and other rights, privileges and appurtenances belonging or in any way pertaining to such real property owned by such Seller.

"Party" or "Parties" means, individually or collectively, as applicable, Buyer and Sellers.

"Patents" means United States and foreign patents and patent applications, as well as any continuations, continuations-in-part, divisions, extensions, reexaminations, reissues, renewals and patent disclosures related thereto.

"PBGC" has the meaning set forth in Section 5.12(e).

"Permits" means any and all permits, licenses, approvals, consents, waivers, franchises, filings, accreditations, registrations, certifications, certificates of occupancy, easements, rights of way, notifications, exemptions, clearances, and authorizations, together with all modifications, renewals, amendments, supplements and extensions thereof and applications therefor, of or from any Governmental Authority.

"Permitted Encumbrances" means (a) Encumbrances specifically permitted by the Sale Order and (b) with respect to each Owned Real Property and Leasehold Improvement (as the case may be): (i) real estate taxes, assessments and other governmental levies, fees or charges imposed with respect to Real Property which are not due and payable as of the Closing Date; (ii) mechanics liens and similar liens for labor, materials or supplies provided with respect to Real Property incurred in the ordinary course of business for amounts which are not due and payable; (iii) zoning, building codes and other land use Legal Requirements regulating the use or occupancy of Real Property or the activities conducted thereon which are imposed by any Governmental Authority having jurisdiction over such Real Property which are not violated by the current use or occupancy of such Real Property or the operation of the Business thereon; and (iv) easements, covenants, conditions, restrictions and other similar matters of record affecting title to Real Property which do not or would not materially impair the use or occupancy of such Real Property in the Property in the operation of the Business conducted thereon in the manner that it is currently conducted.

"Person" means any individual, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, unincorporated organization, estate, trust, association, organization or other legal entity or group (as defined in Section 13(d)(3) of the Exchange Act) or Governmental Authority.

"Personal Information" means information about an identifiable individual (other than any information that is used for the purpose of communicating or facilitating communication with an individual in relation to their employment, business or profession such as the individual's name, position name or title, work address, work telephone number, work fax number or work electronic address) disclosed or conveyed to one Party or any of its representatives or agents by or on behalf of another party in anticipation of, as a result of, or in conjunction with the transactions contemplated by this Agreement.

"Petition Date" means August 6, 2019.

"Pre-Paid Expenses" means all deposits (including customer deposits and security deposits (whether maintained in escrow or otherwise) with third party suppliers, vendors, service providers or landlords for rent, electricity, telephone or otherwise), advances, pre-paid expenses, prepayments, rights under warranties or guarantees, vendor rebates, credits and other refunds of every kind and nature (whether or not known or unknown or contingent or non-contingent), except that professional fee retainers and pre-paid deposits related thereto shall not be included in the definition of "Pre-Paid Expenses."

"Prepetition ABL Credit Agreement" means that certain Second Amended and Restated Credit Agreement, amended and restated as of February 15, 2018, by and among Jack Cooper Holdings Corp., the Canadian Borrowers, the other borrowers party thereto, the guarantors party thereto, Wells Fargo Capital Finance, LLC, as administrative agent, and each lender from time to time party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof).

"Previously Omitted Contract" has the meaning set forth in Section 2.5(b)(i).

"Previously Omitted Contract Designation" has the meaning set forth in Section 2.5(b)(i).

"Previously Omitted Contract Notice" has the meaning set forth in Section 2.5(b)(ii).

"Prior Event" means any transaction, event, circumstances, action, failure to act or occurrence of any sort or type, including any approval or acceptance given or denied, whether known or unknown, in each case, which occurred, existed, was taken prior to the consummation of the transactions contemplated hereunder.

"Proceeding" means any Action commenced, brought, conducted, or heard by or before any Governmental Authority.

"Professional" means any Person retained by Sellers, including any ordinary course professionals, in any of the Bankruptcy Cases (including, in the case of the CCAA Proceedings, the Information Officer and its counsel).

"Professional Fees Amount" means an amount equal to all fees and expenses incurred on or prior to the Closing Date (regardless of whether such fees and expenses have been approved by the Bankruptcy Court as of the Closing Date) by any professional retained by the Sellers, the Official Committee of Unsecured Creditors appointed in the Bankruptcy Cases, or any other official committee appointed in the Bankruptcy Cases; provided, however, that with respect to any "success fees" or other fees that are payable based solely upon the consummation of the transactions provided for herein, such fees shall be included in the Professional Fees Amount only if they have been approved by the Bankruptcy Court prior to, and earned as of, the Closing Date.

"Professional Fees Escrow Account" means the account established pursuant to the Escrow Agreement into which in the Professional Fees Amount will be deposited at the Closing in accordance with Section 4.2(b).

"PST Acts" means the *Provincial Sales Tax Act* (British Columbia), the *Provincial Sales Tax Act* (Saskatchewan) and the *Retail Sales Tax Act* (Manitoba).

"Purchase Price" has the meaning set forth in Section 3.1.

"QST" means the Quebec sales tax payable under the QST Legislation.

"QST Legislation" means An Act Respecting the Quebec Sales Tax (Quebec).

"Real Property" and "Real Properties" means (i) the Owned Real Property; (ii) the Leased Real Property; (iii) all Improvements; and (iv) all easements, licenses, rights and appurtenances relating to the foregoing to the extent that any Seller has a legally recognized interest therein.

"Real Property Taxes" mean any real property Taxes.

"Release" means, except as authorized by a valid Environmental Permit, (a) any releasing, spilling, discharging, disposing, leaking, pumping, injecting, pouring, depositing, placing, dispersing, spraying, abandoning, throwing, emitting, emptying, escaping, dumping, or leaching of any Hazardous Substance into the Environment, and (b) migration of Hazardous Substances into, on, in, under, through or out of any of the Real Property through soil, surface water, or groundwater.

"Representative" means, with respect to a particular Person, any director, officer, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants and financial advisors.

"Response Period" has the meaning set forth in Section 3.2(c).

"Restricted Party" shall mean (a) any Person or government that is the subject of Sanctions, (b) any Person resident in or organized under the laws of any country or territory that is the subject of country- or territory-wide Sanctions (including Cuba, Iran, North Korea, Syria, or the Crimea region) or (c) owned or controlled by a Person or Persons described in clause (a) or (b).

"Restructuring Support Agreement" means the Restructuring Support Agreement, dated as of the date hereof, attached hereto as **Exhibit D**.

"Restructuring Term Sheet" means the Summary of Principal Terms of Restructuring attached as Exhibit A to the Restructuring Support Agreement.

"Sale and Bidding Procedures Motion" means the motion filed by Sellers pursuant to, *inter alia*, Sections 363 and 365 of the Bankruptcy Code to approve the transactions contemplated by this Agreement and the Bidding Procedures.

"Sale Order" means, collectively, (a) the order of the U.S. Bankruptcy Court (the "U.S. Sale Order") authorizing and approving, *inter alia*, the sale of the Acquired Assets to Buyer on the terms and conditions set forth herein, free and clear of all Encumbrances (other than Permitted Encumbrances) and Excluded Liabilities, including, for the avoidance of doubt, successor liability, and the assumption and assignment of the Assumed Contracts and the Assumed Liabilities by and to Buyer, and (b) the order of the CCAA Court (the "Canadian Sale Order"), inter alia, recognizing and giving effect to the U.S. Sale Order, in each case in form and substance reasonably satisfactory to Buyer and Sellers.

"Sanctions" shall mean economic or financial sanctions or trade embargoes imposed, administered, or enforced from time to time by (a) the U.S. government (including the U.S. Department of State and the Office of Foreign Assets Control of the U.S. Department of the Treasury), (b) the United Nations Security Council, (c) the European Union, (d) Her Majesty's Treasury of the United Kingdom, or (e) other relevant sanctions authority with jurisdiction over any Party.

"Second Lien Term Loan Credit Agreement" means that certain Credit Agreement, dated as of June 28, 2018, by and among [certain of the Sellers], Wilmington Trust, National Association, as administrative and collateral agent, and the banks, financial institutions,

and other lenders party thereto, in the original principal amount of $[261,625,000][4], as amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

"Secured Taxes" means (i) unpaid Real Property Taxes as of the Closing Date (if any) to the extent such unpaid Real Property Taxes give rise to a statutory lien on the corresponding Real Property to which such unpaid Real Property Taxes relate, (ii) unpaid Excise Taxes as of the Closing Date (if any) to the extent such unpaid Excise Taxes give rise to a statutory lien on the corresponding Acquired Asset to which such unpaid Excise Taxes relate, and (iii) Trust Fund Taxes, in each case only to the extent set forth on Schedule 1.1(e).[5]

"Seller Released Claims" has the meaning set forth in Section 12.16(b).

"Sellers" and "Seller" have the meaning set forth in the introductory paragraph.

"Sellers Group" means (1) each of the Sellers and their respective directors, officers, control persons (as defined in Section 15 of the Securities Act or Section 20 of the Exchange Act), members, employees, agents, attorneys, financial advisors, consultants, legal representatives, shareholders, partners, estates, successors and assigns solely in their capacity as such, and (2) any of their respective agents, attorneys, financial advisors, legal advisors, affiliates, directors, managers, officers, control persons, shareholders, members or employees.

"Signing Disclosure Schedules" has the meaning set forth in Section 7.6(a).

"Solus" means Solus Alternative Asset Management LP.

"Specified Foreign Subsidiaries" has the meaning set forth in Section 2.2(d).

"Subsidiary" means any legal entity with respect to which a specified Person (or a subsidiary thereof) owns, directly or indirectly, more than 50% of the voting stock or other equity or partnership interests, the holders of which are generally entitled to vote for the election of the board of directors or other governing body of such legal entity, or of which the specified Person controls the management.

"Surveys" means a survey for each Owned Real Property and material Leased Real Property, dated no earlier than the date of this Agreement, prepared by a licensed surveyor satisfactory to Buyer, and conforming to 1999 ALTA/ACSM Minimum Detail Requirements for Urban Land Title Surveys, including Table A Items Nos. 1, 2, 3, 4, 6, 7(a), 7(b)(1), 7(c), 8, 9, 10, 11(b), 13, 14 15 and 16, (or the comparable customary standards for surveys in Canada) and such other standards as the Title Company and Buyer require as a condition to the removal of any survey exceptions from the Title Policies, and certified to Buyer, Buyer's lender and the Title Company, in a form satisfactory to each of such parties.

"Tax" or "Taxes" (and with correlative meaning, "Taxable" and "Taxing") means (i) any federal, state, provincial, local, foreign or other income, alternative, minimum, add-on

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[4] **Note to Draft**: Amount to be confirmed.

[5] **Note to Draft**: Subject to review of schedule by Sellers.

minimum, accumulated earnings, personal holding company, franchise, capital stock, net worth, capital, profits, intangibles, windfall profits, gross receipts, value added, sales, use, goods and services, harmonized sales, excise, customs duties, transfer, real property transfer, conveyance, mortgage, registration, stamp, documentary, recording, premium, severance, escheat, unclaimed or abandoned property. environmental, natural resources, real property, personal property, ad valorem, intangibles, rent, occupancy, license, occupational, employment, unemployment insurance, social security, disability, workers' compensation, payroll, health care, withholding, estimated or other tax, duty, levy or other governmental charge or assessment of any kind whatsoever, however denominated, or deficiency thereof (including all interest and penalties thereon and additions thereto whether disputed or not) and (ii) any liability for any items described in clause (i) payable by reason of contract, transferee liability or operation of law (including Treasury Regulation Section 1.1502-6) or otherwise.

"Tax Return" means any return, declaration, report, election, claim for refund, information return or other document (including any related or supporting estimates, elections, schedules, statements, or information) filed or required to be filed in connection with the determination, assessment or collection of any Tax or the administration of any laws, regulations or administrative requirements relating to any Tax.

"Title Commitments" means a commitment for an ALTA Owner's Title Insurance Policy (1970 Form B, 1992 Form, or other form of policy acceptable to Buyer) for each Owned Real Property (other than Owned Real Property located outside the United States), issued by a title insurance company satisfactory to Buyer (the "Title Company"), together with a copy of all documents referenced therein.

"Title Company" has the meaning set forth in the definition of "Title Commitments" in Section 1.1.

"Title IV Plan" means any Benefit Plan subject to Title IV of ERISA (which, for the avoidance of doubt, excludes any Multiemployer Plan).

"Title Policies" means title insurance policies from the Title Company (which may be in the form of a mark-up of a pro forma of the Title Commitments) in accordance with the Title Commitments, insuring Buyer's fee simple title to each Owned Real Property or Buyer's legal, valid, binding and enforceable leasehold interest in each material Leased Real Property (as the case may be) as of the Closing Date (including all recorded appurtenant easements insured as separate legal parcels) with gap coverage from Sellers through the date of recording, subject only to Permitted Encumbrances, in such amount as Buyer reasonably determines to be the value of the Real Property insured thereunder.

"Trade Payables" means trade obligations and accrued operating expenses of the Sellers as of the Closing Date incurred in the Ordinary Course of Business and in accordance with the DIP Budget on or after the Petition Date, to the extent such obligations relate to the Acquired Assets.

"Trade Secrets" means trade secrets and other confidential and proprietary information and know-how.

"Trademarks" means United States, state and foreign trademarks, service marks, logos, slogans, trade dress and trade names, corporate names, "d/b/a" names, Internet domain names, social media accounts, and any other similar designations of source of goods or services, whether registered or unregistered, and registrations and pending applications to register the foregoing, and all goodwill related to or symbolized by the foregoing.

"Transaction Documents" means this Agreement, the Bill of Sale, the Restructuring Support Agreement, and any other agreements, instruments or documents entered into at the Closing pursuant to this Agreement.

"Transfer Taxes" means any real property transfer Tax, sales Tax, goods and services Tax, harmonized sales Tax, use Tax, real property recording Tax or fee, intangible Tax, documentary stamp Tax or similar Tax attributable to the sale or transfer of the Acquired Assets (and the perfecting or recording of evidence thereof) and not exempted under the Sale Order, by Section 1146(c) of the Bankruptcy Code or applicable state, provincial, municipal or foreign law.

"Transferred Permits" has the meaning set forth in Section 2.1(f).

"Treasury Regulations" means the Treasury regulations promulgated under the Code.

"Trust Fund Taxes" means any accrued but unpaid payroll, withholding, and sales and use taxes to the extent that (a) the Sellers have actually (i) withheld or collected and (ii) set aside such amounts in trust to satisfy such taxes and (b) all such amounts constitute Acquired Assets.

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

"U.S. Borrowers" means each of the Additional Sellers other than the Canadian Borrowers.

"U.S. Revolver Facility" means the first priority senior secured debtor-in-possession credit facility entered into on the Petition Date among the U.S. Borrowers, as borrowers, Wells Fargo Capital Finance, LLC and the other lenders thereto, as lenders, and Wells Fargo Capital Finance, LLC, as administrative agent, providing for, among other things, commitments available for borrowing by the U.S. Borrowers of up to $85,000,000.

"U.S. Sale Order" has the meaning set forth in the definition of "Sale Order" in this Section 1.1.

"Unaudited Financial Statements" has the meaning set forth in Section 5.20.

"Union" and "Unions" have the meanings set forth in Section 5.11(a).

"Waiver" means a written waiver and release in form attached hereto as **Exhibit E** signed by Buyer at the Closing waiving all potential and existing Avoidance Actions and any other causes of action available to Sellers or their estates against the directors, officers, employees, shareholders, attorneys and advisors of Sellers and other Persons as set forth therein

and fully and finally releasing each of the foregoing Persons from any and all liability in connection therewith.

"WARN Act" has the meaning set forth in Section 5.11(c).

"Wind-Down Amount" means an amount representing the aggregate amount sufficient to satisfy all reasonable costs and expenses of winding down Sellers' and their Affiliates' estates following the Closing, as determined in accordance with Section 8.13.

"Wind-Down Escrow Account" means the account established pursuant to the Escrow Agreement into which in the Wind-Down Amount will be deposited at the Closing in accordance with Section 4.2(c).

1.2 Other Definitions and Interpretive Matters.

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

Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a day other than a Business Day, the period in question shall end on the next succeeding Business Day.

Contracts, Agreements and Orders. Any reference in this Agreement to any contract, license, agreement or order means such contract, license, agreement or order as amended, supplemented or modified from time to time in accordance with the terms thereof.

Day. Any reference in this Agreement to "days" (but not Business Days) means to calendar days.

Dollars. Any reference in this Agreement to "$" means United States dollars.

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

Gender and Number. Any reference in this Agreement to gender includes all genders, and words imparting the singular number include the plural and vice versa.

Headings. The provision of a table of contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in the construction or interpretation of this Agreement. All references in this Agreement to any "Section," "Article" or "Schedule" are to the corresponding Section, Article or Schedule of this Agreement unless otherwise specified.

Herein. Words such as "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear.

Including. The word "including" or any variation thereof means "including, without limitation," and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

Law. Any reference to any law in this Agreement means such law as amended, modified, codified, reenacted, supplemented or superseded in whole or in part, and in effect from time to time.

Other. The words "to the extent" shall be interpreted to mean "to the extent (but only to the extent)".

Person. Any reference to a Person shall include such Person's successors and permitted assigns.

Made Available. Any reference in this Agreement to "made available" shall mean (i) the Incorporated Information and (ii) such other documents or information that have been provided in the Dataroom for Buyer and its Representatives or shall have been provided directly to Buyer no later than one (1) Business Day prior to the Execution Date.

(b) No Strict Construction. Buyer, on the one hand, and Sellers, on the other hand, participated jointly in the negotiation and drafting of this Agreement, and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by Buyer, on the one hand, and Sellers, on the other hand, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement. Without limiting the foregoing, no rule of strict construction construing ambiguities against the draftsperson shall be applied against any Person with respect to this Agreement.

ARTICLE 2

PURCHASE AND SALE

2.1 Purchase and Sale.

Subject to the entry of the Sale Order and upon the terms and subject to the conditions of this Agreement, on the Closing Date, Sellers shall unconditionally sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to Buyer and/or to one or more Buyer Designees, and Buyer and/or such Buyer Designees shall purchase, acquire and accept from Sellers, free and clear of all Encumbrances (other than Permitted Encumbrances), all of each Seller's right, title and interest in, to or under the Business and all of each Seller's properties, rights, claims and assets (in each case, other than the Excluded Assets), wherever situated or located, whether real, personal or mixed, whether tangible or intangible, whether identifiable or contingent, whether owned, leased, licensed, used or held for use in or relating to the Business, and whether or not reflected on the books and

records of each Seller, as the same shall exist on the Closing Date, including the following (collectively, the "Acquired Assets"):

(a) all inventory of any kind or nature, merchandise and goods, related to the Business or the Acquired Assets and located upon or within Sellers' Real Property or belonging to any Seller on the Closing Date, whether or not prepaid, and wherever located, held or owned, and any prepaid deposits for any of the same, including any goods in transit, other than any such items to the extent related to the Excluded Assets ("Inventory");

(b) all Equipment, except to the extent primarily used in connection with the Excluded Assets;

(c) subject to Section 2.5, all Assumed Contracts;

(d) all (i) Real Property (other than the Leased Real Property to the extent the Leases related thereto are not Assumed Contracts) and (ii) the Lessor Leases (to the extent that a Lessor Lease is an Assumed Contract);

(e) any rights of Sellers to the warranties, express or implied, and licenses received from manufacturers and Sellers of the Equipment, Improvements or any component thereof;

(f) subject to Section 2.5(c) and obtaining the consents set forth on Schedule 5.2, all Permits, Environmental Permits and licenses held by Sellers, including those identified on Schedule 2.1(f) (the "Transferred Permits");

(g) all Intellectual Property owned or purported to be owned by any Seller;

(h) all Personal Information that is collected, stored or used by any Seller;

(i) all Accounts Receivable;

(j) all Pre-Paid Expenses;

(k) to the extent not prohibited by Legal Requirements, but specifically excluding any of the following materials to the extent prepared in anticipation of or in connection with or otherwise related to the negotiation, execution or performance by Sellers under this Agreement or any other Transaction Agreement, all Documents and other books and records (financial, accounting, personnel files of Buyer Employees, and correspondence), and all customer sales, marketing, advertising, packaging and promotional materials, files, data, software (whether written, recorded or stored on disk, film, tape or other media, and including all computerized data), ledgers, instruments, research, drawings, engineering and manufacturing data and other technical information and data, and all other business and other records, in each case, that are used or useful in, held for use in, or that arise in any way out of or are related to, the Acquired Assets, the Assumed Liabilities or the Business; provided, that Sellers shall be permitted to keep copies of all of the foregoing to the extent necessary or required by the

Bankruptcy Courts or in connection with the Bankruptcy Cases or in any subsequent wind-down proceedings of Sellers related to the Excluded Assets or the Excluded Liabilities, subject to Section 12.2;

(l) except as set forth on Schedule 2.1(l), all claims (other than Avoidance Actions which shall be addressed solely by Section 2.1(m)), interests, rights, rebates, refunds, abatements, remedies, recoveries, goodwill, customer and referral relationships, other intangible property and all privileges, set-offs and benefits of Sellers, and all claims, demands, indemnification rights, causes of action, arising under or relating to any of the Acquired Assets (including Intellectual Property), the Assumed Liabilities or the Business, including those arising out of Assumed Contracts, express or implied warranties, representations and guarantees from suppliers, manufacturers, contractors or others to the extent relating to the operation of the Business or affecting the Equipment, Inventory or other tangible Acquired Assets;

(m) all Avoidance Actions and any other causes of action available to Sellers or their estates to the extent they either (1) relate to the Acquired Assets, Assumed Contracts or Assumed Liabilities or (2) are against any of Sellers, Buyer, any of the directors, officers, managers, employees, shareholders, members and advisors of Sellers or Buyer, any lenders or agents under the First Lien Term Loan Facility, the Prepetition ABL Credit Agreement, the Junior Credit Agreements, the DIP Facilities or the Exit Facilities or any other Persons (including the Actions set forth on Schedule 2.1(m)) (collectively, the "Acquired Actions") provided, that the Acquired Actions against Sellers, any lenders and agents under the Junior Credit Agreements and the Exit Facilities, Buyer, and their respective directors, officers, managers, employees, shareholders, members and advisors shall be waived and released effective as of the Closing Date by execution of the Waiver;

(n) all cash and cash equivalents, including checks, commercial paper, treasury bills, certificates of deposit, bank accounts (to the extent transferrable) and other bank deposits, instruments, utility and other deposits, and investments of Sellers; provided, however, that prepaid deposits related to professional fee retainers and other cash collateral securing obligations permitted pursuant to the DIP Financing Orders, as well as the Professional Fees Escrow Amount and the Wind-Down Escrow Amount (which are included in Cash Consideration and are an Excluded Asset), shall not be included; provided, further, that cash in an amount necessary and sufficient to cover checks in transit relating to items that were permitted to be paid, but have not been paid, pursuant to the DIP Financing Orders or the DIP Facilities as of the Closing Date shall not be included;

(o) all third party business interruption, property or casualty insurance proceeds, to the extent receivable by Sellers in respect of the Business or the Acquired Assets or the Assumed Liabilities after the Closing Date;

(p) all rights under non-disclosure or confidentiality, non-compete, or non-solicitation agreements (in each case, to the extent transferrable) or key employee retention plans or similar arrangements with (or for the benefit of) Employees and agents of Sellers or with third parties (including any non-disclosure or confidentiality, non-compete, or non-solicitation agreements (in each case, to the extent transferrable)), to the extent included as an Assumed Contract;

(q) all telephone, telex and telephone facsimile numbers and other directory listings;

(r) all assets, if any, listed on Schedule 2.1(r) (regardless of whether such assets are covered by any of the foregoing);

(s) all assets, rights, titles and interest in any Buyer Benefit Plan, including (i) with respect to any Buyer Benefit Plan that is funded by a trust (other than a so-called "rabbi trust"), the assets of such related trust; (ii) with respect to any Buyer Benefit Plan that is funded by an insurance policy, the related insurance policy (to the extent transferrable); and (iii) with respect to any Buyer Benefit Plan, to the extent applicable and subject to conformity with Legal Requirements, the administrative service agreements and other contracts, files and records in respect thereof (to the extent transferrable);

(t) all proceeds and products of any and all of the foregoing Acquired Assets;

(u) to the extent not prohibited by Legal Requirements, the Tax records and work papers of Sellers other than those that solely relate to the Excluded Assets; provided, however, that Sellers can retain copies of the foregoing items with the prior written consent of Buyer (not to be unreasonably withheld, conditioned or delayed);

(v) the Canadian CBAs and, solely to the extent any Existing CBA is acceptable to Buyer or is amended in a manner acceptable to Buyer and ratified prior to the Closing and to the extent any non-consensual modification requires Bankruptcy Court approval under section 1113 of the Bankruptcy Code, to the extent such approval shall have been granted by the Bankruptcy Courts prior to the Closing (such Existing CBA as so amended, a "Modified CBA"), each applicable Modified CBA[6];

(w) all Tax refunds, rebates, credits and similar items relating to any period, or portion of any period, on or prior to the Closing Date;

(x) any assets designated an Acquired Asset pursuant to Section 2.2(d);

(y) subject to Section 8.11, any insurance policies of Sellers (to the extent transferrable and subject to the receipt of any requisite consents) relating to the Acquired Assets or the Assumed Liabilities solely to the extent Buyer has provided written notice to Sellers prior to [●] of its intention to acquire such insurance policies; and

(z) subject to Section 8.12, all assets of the Assumed Workers' Compensation Programs, including any prepaid expenses or deposits related thereto.

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[6] **Note to Draft**: If parties are unable to align on the Modified CBA, this Agreement will be updated to include 1113 provisions.

Note to Draft: All CBAs should be accounted for and assumed only if acceptable to Buyer in its sole discretion.

2.2 Excluded Assets.

Notwithstanding anything to the contrary in this Agreement, nothing herein shall be deemed to sell, transfer, assign, convey or deliver any of the Excluded Assets to Buyer, and Sellers shall retain all right, title and interest to, in and under, and all Liabilities with respect to, the Excluded Assets. For all purposes of and under this Agreement, the term "Excluded Assets" shall consist of only the following items, assets and properties (whether or not such assets are otherwise described in Section 2.1):

(a) [the assets, if any, listed on Schedule 2.2(a);][7]

(b) to the extent any Existing CBA is not acceptable to Buyer, and is not amended in a manner acceptable to Buyer prior to the Closing, all such Existing CBAs (any CBA not assumed shall have been rejected by any applicable Seller pursuant to the authorization of such rejection by the U.S. Bankruptcy Court prior to the Closing);

(c) any Excluded Benefit Plan and any assets, trust agreements, insurance policies, administrative service agreements and other contracts, files and records in respect thereof;

(d) any shares of capital stock or other equity interest in or issued by any Seller or ERISA Affiliate or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interest in or issued by any Seller or ERISA Affiliate, and any shares of capital stock or other equity interest in or issued by any Subsidiary of any Seller or ERISA Affiliate (including, for the avoidance of doubt, any foreign Subsidiary) or other entity in which any Seller or ERISA Affiliate holds an equity interest, or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interest in or issued by any Subsidiary of any Seller or ERISA Affiliate or other entity in which any Seller or ERISA Affiliate holds an equity interest, including the capital stock or equity interest set forth on Schedule 2.2(d); provided, that Buyer may, in its sole discretion, elect in writing by notice to Sellers in accordance with this Agreement at any time prior to the Closing to acquire the equity interests of, or all of the assets held by, the entities identified with an asterisk on Schedule 2.2(d) (collectively, the "Specified Foreign Subsidiaries")[8] on terms agreed between Buyer and Sellers in good faith, in which event such equity interests or assets, as the case may be, shall be considered "Acquired Assets" for all purposes of this Agreement;

(e) the limited liability company, partnership and corporate books and records of internal limited liability company, partnership and corporate proceedings, minute books, organizational or governing documents and stock ledgers of Sellers; provided, however, that copies of the foregoing items have been made available by Sellers to Buyer;

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[7] **Note to Draft**: Subject to review of Schedule 2.2(a).

[8] **Note to Draft**: To be the Sellers' Mexican and Dutch subsidiaries.

(f) documents that Sellers are required by Legal Requirements to retain as described in Section 2.1(k); provided, that such documents shall remain subject to Section 12.2, if applicable;

(g) insurance policies and all rights under or arising out of insurance policies to the extent not set forth in Section 2.1(o);

(h) any prepaid deposits related to professional fee retainers ;

(i) the Cash Consideration; provided that any unused portion of the Professional Fees Amount and the Wind-Down Amount which is not utilized by Sellers to pay professional fees and wind-down expenses in accordance with the Escrow Agreement shall be returned to Buyer in accordance with the Escrow Agreement;

(j) all current and prior director and officer insurance policies of Sellers and all rights of any nature with respect thereto, including all insurance recoveries thereunder and rights to assert claims with respect to any such insurance recoveries;

(k) any rights, claims or causes of action of Sellers under this Agreement or any other Transaction Document;

(l) subject to Section 2.5(c), any Permits and licenses held by Sellers that are not included in Section 2.1(f);

(m) cash in an amount necessary and sufficient to cover checks in transit relating to items that were permitted to be paid, but have not been paid, pursuant to the DIP Financing Orders or the DIP Facilities as of the Closing Date; and

(n) subject to Section 8.12, all assets associated with any workers' compensation policy or program, including any prepaid expenses or deposits related thereto, other than the Assumed Workers Compensation Programs.

2.3 Assumed Liabilities.

Subject to entry of the Sale Order, upon the terms and subject to the conditions of this Agreement, on the Closing Date, Buyer and/or each relevant Buyer Designee, shall, effective at the time of the Closing, assume and agree to discharge and perform when due, only the Liabilities of Sellers which are enumerated in this Section 2.3 (the "Assumed Liabilities"). The following Liabilities of Sellers shall constitute, without duplication, the Assumed Liabilities:

(a) all Liabilities under the Assumed Contracts that first become due from and after the Closing Date;

(b) all Cure Costs;

(c) (i) outstanding Trade Payables, (ii) all administrative and priority claims in the Bankruptcy Cases that are reflected in the DIP Budget and all claims secured by the CCAA Priority Charges in the CCAA Proceedings and all priority claims contemplated under

Section 36 of the CCAA, in each case to the extent unpaid as of the Closing Date (except to the extent included in the Professional Fees Amount or the Wind-Down Amount), and (iii) Accrued Payroll;

(d) Liabilities to the extent arising out of the ownership, operation, management or control of the Acquired Assets for periods following the Closing Date, including with respect to workers' compensation (relating to any Buyer Employee) and Environmental Laws, in each case to the extent arising out of an event, fact, act, omission or condition to the extent occurring on or after the Closing Date;

(e) [(i) those specific Liabilities of Sellers (if any) related to Employees as identified on Schedule 2.3(e)(i) (such schedule to be provided to Sellers by Buyer not later than [●], 2019);][9] (ii) any Existing CBAs acceptable to Buyer ; (iii) to the extent amended in a manner acceptable to Buyer in its sole discretion prior to the Closing Date, all Modified CBAs; (iv) all Liabilities in respect of the Canadian CBAs to the extent required by applicable Legal Requirement; (v) all Liabilities of Sellers to provide COBRA health continuation coverage to Employees at the time and only to the extent required to be assumed by Buyer pursuant to 26 C.F.R. 54.4980B-9, A-8(c); and (vi) the sponsorship of, and Liabilities under, each Buyer Benefit Plan (collectively, the "Assumed Employee Liabilities");

(f) all Liabilities and obligations of Sellers to be performed under (i) the Transferred Permits, including compliance with performance obligations or standards under the Transferred Permits; and (ii) applicable Legal Requirements (including Environmental Laws), in each case, to the extent arising after the Closing Date;

(g) all obligations under the Exit Facilities;

(h) the Secured Taxes; and

(i) all Liabilities under the Assumed Workers' Compensation Programs, if any.

2.4 Excluded Liabilities.

Notwithstanding any provision in this Agreement to the contrary, Buyer shall not assume and shall not be obligated to assume or be obliged to pay, perform or otherwise discharge any Liability of, or Liability against, Sellers, Sellers' Subsidiaries, any ERISA Affiliate, the Business or the Acquired Assets, of any kind or nature, whether or not direct or indirect, and Sellers shall be solely and exclusively liable with respect to all Liabilities of Sellers, Sellers' Subsidiaries, the Business or the Acquired Assets, other than the Assumed Liabilities (such Liabilities other than Assumed Liabilities, collectively, the "Excluded Liabilities"). Without limiting the generality of the foregoing, the Excluded Liabilities shall include each of the following Liabilities of Sellers and Sellers' Subsidiaries, except to the extent they are set forth in Section 2.3:

[9] **Note to Draft:** Subject to finalization of the Disclosure Schedules.

(a) any and all (i) obligations, Claims, or Liabilities of Sellers or any predecessor, successor or Affiliate of any Seller, or for which Sellers or any predecessor, successor or Affiliate of any Seller could be liable, relating to Taxes, including (i) Taxes with respect to the Acquired Assets or the Business for any Taxable period (or portion thereof) ending on or before the Closing, (ii) Taxes (other than Transfer Taxes) arising in connection with the transactions contemplated under this agreement (including as a result of the sale of the Acquired Assets or the assumption of the Assumed Liabilities), (iii) deferred Taxes of any nature, (iv) Liabilities for unpaid Taxes of another Person as a transferee, or successor, by contract or otherwise, (v) Taxes attributable to any violation of or liability under any applicable bulk sales law in connection with the transfer of the Acquired Assets, but excluding any Taxes that are Assumed Liabilities under Section 2.3; and (vi) Transfer Taxes (other than Transfer Taxes for which Buyer is liable under applicable state or local Transfer Tax Law).

(b) all Liabilities with respect to Actions and Proceedings pending on or before the Closing Date or to the extent against or giving rise to Liability against the Business or the Acquired Assets prior to the Closing Date, even if instituted after the Closing Date;

(c) all Liabilities to any owner or former owner of capital stock or other equity interest in or issued by, or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interest in or issued by, holder of Indebtedness for borrowed money of, or current or former officer or director of, in each case, any Seller or Subsidiary of any Seller in such capacities;

(d) all Liabilities with respect to any Excluded Asset, including the Existing CBAs if not amended in a manner acceptable to Buyer prior to the Closing Date, any Excluded Benefit Plans, and Liabilities in respect of any other benefit plans, programs and arrangements of any ERISA Affiliate that is not specifically included in the Assumed Employee Liabilities;

(e) other than Trade Payables, all Liabilities for: (i) costs and expenses incurred or owed in connection with the administration of the Bankruptcy Cases; and (ii) all costs and expenses incurred by Sellers in connection with the negotiation, execution and consummation of the transactions contemplated under this Agreement;

(f) all Liabilities with respect to Claims by unsecured creditors except as set forth herein;

(g) any Liability or other obligations of any of Sellers or any ERISA Affiliate arising under, relating to or with respect to any single employer defined benefit pension plan or any Multiemployer Plan, except as otherwise provided in the Hybrid Plan Participation Agreement;

(h) except for the Assumed Employee Liabilities, all Liabilities with respect to Employees, or former Employees, or both (or their representatives or beneficiaries) or employees of any ERISA Affiliate related to any occurrence, action or inaction occurring, prior to or on the Closing Date (regardless of when reported, asserted, filed or claimed), including with respect to vacation, payroll, sick leave, unemployment benefits, retirement benefits, pension

benefits, employee stock option, equity compensation, employee stock purchase, or profit sharing plans, health care and other welfare plans or benefits, or any other employee plans or arrangements or benefits or other compensation of any kind, including under any Excluded Benefit Plan or benefit plans, programs and arrangements of an ERISA Affiliate, and Liabilities of Sellers and their predecessors pursuant to the WARN Act;

(i) except for the Assumed Employee Liabilities and Assumed Contracts or as required by applicable Canadian Legal Requirement, any Liability arising under or related to any employment agreement, Collective Bargaining Agreement or arrangement, severance, retention or termination agreement or other similar arrangement with any current or former employee, consultant or contractor (or its representatives), or any dependent or beneficiary of any of them, of any Seller;

(j) all Liabilities accruing, arising out of, or relating to any federal, state, provincial or local investigations of any Seller or any Employee, agents, vendors or representatives of any Seller arising out of actions prior to the Closing (other than rights of setoff and recoupment claims);

(k) all Liabilities and obligations for payment of the Professional Fees Amount to the applicable Professionals; provided, however, that such Liabilities can be satisfied from the Professional Fees Escrow Account;

(l) all Liabilities and obligations for payment of the Wind-Down Amount to the applicable payees; provided, however, that such Liabilities can be satisfied from the Wind-Down Escrow Account; and

(m) all Liabilities arising out of, under or relating to Environmental Laws or Hazardous Substances.

2.5 Assignment and Assumption of Contracts.

(a)

(i) Schedule 2.5(a), as included in the Final Disclosure Schedules, will set forth a list of all executory Contracts (including all customer agreements, supply agreements, joint venture agreements, employment agreements of the Executive Committee Members (collectively, the "Key Employment Agreements"), other employment-related agreements, insurance policies funding or related to, and administrative services agreements or similar contracts related to, Buyer Benefit Plans, all Existing CBAs and Modified CBAs (in each case, if assumed by Buyer) and Canadian CBAs, Leases and Lessor Leases) relating to the Business or the Acquired Assets to which one or more of Sellers are party (the "Available Contracts") which Schedule 2.5(a) may be updated from time to time to add or remove any Contracts inadvertently included or excluded from such schedule. On or before the earlier of (x) the date that is the Closing Date and (y) the date on which the Bankruptcy Code or Bankruptcy Courts otherwise would require a determination to assume or reject such Available Contract (such date, the "Determination Date"), Buyer shall designate in writing which Available Contracts from Schedule 2.5(a) relating to the Business or the Acquired Assets that Buyer wishes to "Assume", which shall include the Canadian CBAs, (the "Assumed Contracts"). All

Contracts of Sellers that are listed on Schedule 2.5(a) and which Buyer does not designate in writing for assumption shall not be considered Assumed Contracts or Acquired Assets and shall automatically be deemed "Excluded Contracts" (and for the avoidance of doubt, Buyer shall not be responsible for any related Cure Costs); provided, however, that if an Available Contract is subject to a cure dispute or other dispute as to the assumption or assignment of such Available Contract that has not been resolved to the mutual satisfaction of Buyer and Sellers prior to the Determination Date, then the Determination Date shall be extended (but only with respect to such Available Contract) to no later than the earlier of (A) the date on which such dispute has been resolved to the mutual satisfaction of Buyer and Sellers, (B) sixty (60) days following the Closing Date, (C) the date on which such Available Contract is deemed rejected by operation of 11 U.S.C. § 365(d)(4) and (D) the date required by the Bankruptcy Courts and set forth in the Sale Order (the "Extended Contract Period"); provided, further, that Buyer must assume, and may not reject, the Key Employment Agreements, each of which shall be an Assumed Contract for all purposes hereof (provided, that, notwithstanding anything to the contrary in the foregoing, each individual party to a Key Employment Agreement will, at or prior to the Closing, execute a written acknowledgement confirming that (1) the transactions contemplated by this Agreement do not constitute a "change of control" (or similar transaction) under, and for purposes of, such individual's Key Employment Agreement, but not waiving any rights with respect to any transaction following the Closing that may constitute a "change of control" (or similar transaction) thereunder and (2) such Key Employment Agreement is amended and restated to exclude all indemnification provision thereunder, and Buyer shall be required to assume each Key Employment Agreement (as so modified) with an individual who executes and delivers such a written acknowledgement to Buyer at or prior to the Closing; provided, however, that, at Closing, Buyer shall enter into an indemnification agreement with each such individual who so waives the right to indemnification under his or her Key Employment Agreement which provides for customary indemnification rights for directors, officers and employees of Buyer and its Affiliates on a go forward basis, including as to claims against such individual for costs of defense (but not for refunding of payments) regarding Sellers' key employee retention plan, and shall procure customary director and officer insurance coverage for the post-Closing directors and officers, including a customary "tail" policy. If such Available Contract is not expressly assumed by Buyer in writing by the end of such Extended Contract Period, such Available Contract shall be automatically deemed an Excluded Contract. Buyer shall be responsible for any obligations or Liabilities arising following the Closing during any Extended Contract Period relating to any Available Contract that has not been assumed or rejected as of the Determination Date as provided in this Section 2.5(a). For the avoidance of doubt, except as set forth in Section 2.3 and other than as provided in the preceding sentence, Buyer shall not assume or otherwise have any Liability with respect to any Excluded Contract.

(ii) Each of Sellers and Buyer, as applicable, shall use commercially reasonable efforts to assign, or cause to be assigned, the Assumed Contracts to Buyer or to the applicable Buyer Designee, including taking all actions required by the Bankruptcy Courts to obtain an Order containing a finding that the proposed assumption and assignment of the Assumed Contracts to Buyer satisfies all applicable requirements of Section 365 of the Bankruptcy Code or the CCAA.

(iii) If, prior to the Closing Date, there are Available Contracts that have not been designated as an Assumed Contract or an Excluded Contract, Sellers shall

reject such Available Contract pursuant to Section 365 of the Bankruptcy Code and any applicable provisions of the CCAA, upon the earlier of (x) the date Buyer so directs Sellers and (y) the end of the Extended Contract Period, if applicable (which assumption shall be at Buyer's sole cost and expense)[; provided, that Buyer shall be responsible for any obligations or Liabilities arising following the Closing during any Extended Contract Period].

(iv) At Closing, but subject to Sections 2.5(a)(i) and 2.5(a)(iii), (x) Sellers shall, pursuant to the Sale Order, assume and assign, or cause to be assigned, to Buyer or to the applicable Buyer Designee (the consideration for which is included in the Purchase Price) each of the Assumed Contracts that is capable of being assumed and assigned and (y) Buyer shall pay promptly all Cure Costs (if any) in connection with such assumption and assignment (as agreed to among Buyer and Sellers or as determined by the Bankruptcy Courts) and assume and perform and discharge the Assumed Liabilities (if any) under the Assumed Contracts, pursuant to the Sale Order.

(v) An initial list of Cure Costs is set forth on Schedule 2.5(a)(v), which shall be included in the Final Disclosure Schedules.

(vi)

(b) Previously Omitted Contracts.

(i) If prior to or following Closing, it is discovered that a Contract should have been listed on Schedule 2.5(a) but was not listed on Schedule 2.5(a) and has not been rejected by Sellers pursuant to Section 2.5(a) (any such Contract, a "Previously Omitted Contract"), Sellers shall, promptly following the discovery thereof (but in no event later than five (5) Business Days following the discovery thereof), notify Buyer in writing of such Previously Omitted Contract and all Cure Costs (if any) for such Previously Omitted Contract, and provide Buyer a copy of such Previously Omitted Contract. Buyer shall thereafter deliver written notice to Sellers, no later than five (5) Business Days following notification of such Previously Omitted Contract from Sellers, designating such Previously Omitted Contract as "Assumed" or "Rejected" (a "Previously Omitted Contract Designation"). A Previously Omitted Contract designated in accordance with this Section 2.5(b)(i) as "Rejected," or with respect to which Buyer fails to timely deliver a Previously Omitted Contract Designation, shall be an Excluded Contract.

(ii) If Buyer designates a Previously Omitted Contract as "Assumed" in accordance with Section 2.5(b)(i), Sellers shall serve a notice (the "Previously Omitted Contract Notice") on the counterparties to such Previously Omitted Contract notifying such counterparties of the Cure Costs with respect to such Previously Omitted Contract and Sellers' intention to assume and assign such Previously Omitted Contract in accordance with this Section 2.5. The Previously Omitted Contract Notice shall provide the counterparties to such Previously Omitted Contract with ten (10) Business Days to object, in writing to Sellers and Buyer, to the Cure Costs or the assumption of its Contract. If the counterparty to an assumed Previously Omitted Contract files an objection to the Cure Costs in a manner that is consistent with the Bidding Procedures, and Sellers, Buyer, and counterparty are unable to reach a consensual resolution with respect to the objection, Sellers shall seek an expedited hearing before

the applicable Bankruptcy Court to determine the Cure Costs, if any, and approve the assumption of the relevant Previously Omitted Contract. If no objection to the Cure Costs is served on Sellers and Buyer, Sellers shall seek an order of the applicable Bankruptcy Court, including by filing a certification of no objection, fixing the Cure Costs and approving the assumption of the Previously Omitted Contract. In the event the Court determines the Cure Costs in a manner not acceptable to the Buyer, the Buyer reserves the right to seek to reject the Previously Omitted Contract. Buyer shall be responsible for all Cure Costs relating to such "Assumed" Previously Omitted Contracts and for any obligations or Liabilities relating to such "Assumed" Previously Omitted Contracts arising during the Extended Contract Period.

(c) Non-Assignment of Contracts and Permits. Notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer any Contract or any Permit, if, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code and the corresponding provisions of the CCAA, an attempt at assignment or transfer thereof, without the consent or approval required or necessary for such assignment or transfer, would constitute a violation of a Legal Requirement or a breach of such Contract or Permit. If, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code and the corresponding provisions of the CCAA and the commercially reasonable efforts of Sellers, such consent or approval is required but not obtained with respect to an Assumed Contract or a Permit, neither Sellers nor Buyer shall be in breach of this Agreement nor shall the Purchase Price be adjusted nor (but subject to Buyer's termination right set forth in Section 11.1) shall the Closing be delayed in respect of the Assumed Contracts or the Permits; provided, however, if the Closing occurs, then, with respect to any Assumed Contract or Permit for which consent or approval is required but not obtained, from and after the Closing for a period of no more than six (6) months, Sellers shall reasonably and timely cooperate, at Buyer's sole cost and expense, with Buyer in any reasonable arrangement that Buyer may request to (i) provide Buyer with all of the benefits of, or under, the applicable Assumed Contract or Transferred Permit, including enforcement for the benefit of Buyer of any and all rights of Sellers against any party to the applicable Assumed Contract or Transferred Permit arising out of the breach or cancellation thereof by such party, or (ii) secure a new Permit in lieu of a Transferred Permit; provided, however, to the extent that any such arrangement has been made to provide Buyer with the benefits of, or under, the applicable Assumed Contract or Transferred Permit, from and after the Closing, Buyer shall be responsible for, and shall promptly pay and perform all payment and other obligations under such Assumed Contract or Permit (all of which shall constitute, and shall be deemed to be, Assumed Liabilities hereunder) to the same extent as if such Assumed Contract or Permit had been assigned or transferred at Closing with respect to Assumed Contracts and Permits, and at such applicable later date specified in this Section 2.5(c) with respect to any additional Assumed Contracts. Any assignment to Buyer of any Assumed Contract or Permit that shall, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code and the corresponding provisions of the CCAA, require the consent or approval of any Person for such assignment as aforesaid shall be made subject to such consent or approval being obtained. Notwithstanding anything to the contrary contained herein, Buyer shall reimburse, indemnify and hold harmless Sellers and/or their Affiliates from any and all reasonable out-of-pocket costs incurred by Sellers and/or their Affiliates in connection with any action taken by Sellers at Buyer's or its Affiliates' request pursuant to this Section 2.5(c); provided that Sellers shall provide Buyer reasonable advance written notice before incurring any reimbursable costs in connection with complying with this

Section 2.5(c) and no amounts shall be reimbursed to the extent such amounts are otherwise satisfied from the DIP Budget, the Professional Fees Escrow Account or the Wind-Down Escrow Account.

2.6 Further Assurances.

(a) Except as otherwise provided herein (including Section 7.3) and subject to the terms and conditions of this Agreement, the Bankruptcy Code, the CCAA and any orders of the Bankruptcy Courts, from and after the Execution Date, Sellers and Buyer shall use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable Legal Requirements to consummate the transactions contemplated by this Agreement, including (i) preparing and filing as promptly as practicable with any Governmental Authority or other third party all documentation to effect all necessary filings, notices, petitions, statements, registrations, submissions of information, applications and other documents and (ii) obtaining and maintaining all approvals, consents, registrations, permits, authorizations and other confirmations required to be obtained from any Governmental Authority or other third party that are necessary, proper or advisable to consummate the transactions contemplated by this Agreement, in each case, after giving effect to the Sale Order.

(b) At and after the Closing, Sellers shall execute and deliver to Buyer such further instruments and certificates as reasonably requested by Buyer and Buyer will reimburse Sellers for any out of pocket expenses incurred by Sellers in connection with actions taken by Sellers (i) to vest, perfect or confirm ownership (of record or otherwise) in Buyer and/or one or more Buyer Designees, Sellers' right, title or interest in, to or under any or all of the Acquired Assets and Business, including the Real Property, free and clear of all Encumbrances (other than Permitted Encumbrances and Assumed Liabilities) or (ii) to otherwise effectuate the purposes and intent of this Agreement and the other Transaction Documents. In furtherance of the foregoing, Sellers hereby grant to Buyer an irrevocable proxy and power of attorney coupled with an interest to execute the foregoing instruments and certificates. From and after the Closing Date, Buyer will reimburse Sellers for any out-of-pocket expenses incurred by Sellers in connection with actions taken by Sellers under this Section 2.6(b), provided that Sellers shall provide Buyer reasonable advance written notice before incurring any reimbursable costs in connection with complying with this Section 2.6(b) and no amounts shall be reimbursed to the extent such amounts are otherwise satisfied from the DIP Budget, the Professional Fees Escrow Account or the Wind-Down Escrow Account, and each of the Parties shall take, or cause to be taken, and cooperate with the other Parties to take, or cause to be taken, all actions, do or cause to be done all things as may be reasonably requested by the other Parties in order to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in Buyer or one of more Buyer Designees or otherwise to carry out this Agreement, and shall execute and deliver all deeds, bills of sale, instruments of conveyance, powers of attorney, assignments, assumptions and assurances, and as may be required to consummate the transactions contemplated by this Agreement, it being specifically understood that, notwithstanding anything to the contrary herein, no Seller shall have any obligation to pay any title insurance fee or premium in connection with any title insurance commitment or policy Buyer may obtain, in each case, included any related costs and expenses (except to the extent

Buyer agrees to reimburse Sellers for any out-of-pocket expenses incurred by Sellers in connection with such commitment or policy).

(c) Each Seller shall use its respective reasonable best efforts to assist Buyer in obtaining Title Commitments, Title Policies and Surveys, including using its reasonable best efforts to remove from title any liens or encumbrances which are not Permitted Encumbrances. Each Seller shall provide the Title Company with any customary affidavit, indemnity or other assurances reasonably requested by the Title Company to issue the Title Policies; provided, that in no event will any individual executing any such document on behalf of a Seller be required to execute any document imposing (or purporting to impose) personal liability.

2.7 Identification of Excluded Assets.

At any time prior to the Auction, Buyer will be entitled, in its sole discretion, to remove any property, asset or right or category or group of properties, assets or rights of Sellers from the Acquired Assets and designate such right, property or asset or category or group of properties, assets or rights as an Excluded Asset by providing written notice thereof to Sellers, which notice shall specifically identify each right, property and/or asset or category or group of properties, assets and/or rights that is being designated by Buyer as an Excluded Asset and (a) any such property, asset or right or category or group of properties, assets or rights so designated will be deemed to be an "Excluded Asset" (and not an "Acquired Asset") for all purposes hereunder and (b) all corollary terms in this Agreement in respect of the terms "Acquired Asset" and "Excluded Asset", including the term "Business", shall be deemed to be modified to reflect such removal and designation, *mutatis mutandis*; provided that, for the avoidance of doubt, any such removal and designation by Buyer in accordance with this Section 2.7 shall not reduce or otherwise modify or affect the Purchase Price.

ARTICLE 3

PURCHASE PRICE

3.1 Consideration.

The aggregate consideration (the "Purchase Price") for the purchase, sale, assignment and conveyance of the Acquired Assets shall consist of:

(a) cash (the "Cash Consideration") in an aggregate amount equal to (i) the Professional Fees Amount, plus (ii) the Wind Down Amount, plus (iii) to the extent not covered by the foregoing, an additional amount that shall be sufficient to pay for any assets that cannot be acquired through a credit bid (if any), provided that such additional cash shall not exceed $1,000,000;

(b) the assumption by Buyer or a Buyer Designee, as applicable, of the Assumed Liabilities from Sellers, including the assumption of (i) all obligations under the Exit Facilities and (ii) the obligation to pay to the applicable counterparties of the applicable Assumed Contracts the Cure Costs payable by Buyer under Section 2.5; and

(c) the release of Sellers that are borrowers or guarantors under the Junior Credit Agreements and/or the DIP Term Loan Facility of the obligations arising thereunder or otherwise relating thereto, in an aggregate amount not less than (i) $425,000,000, minus (ii) the Cash Consideration, minus (iii) the aggregate outstanding principal amount under the (x) U.S. Revolver Facility, (y) Canadian Sub-Facility and (z) First Lien Term Loan Facility (the "Credit Bid and Release") pursuant to Section 363(k) of the Bankruptcy Code.

At the option of Buyer, Sellers shall retain a designated amount of unrestricted cash that would otherwise be included in the Acquired Assets, and such unrestricted cash so retained shall reduce, on a dollar for dollar basis, the cash amount that would otherwise be required to be included in the Purchase Price pursuant to this Section 3.1.

3.2 Allocation of Purchase Price.

(a) Buyer and Sellers agree that, for Buyer's and Sellers' respective federal, state, provincial and local income tax purposes, the Purchase Price, the Assumed Liabilities and other relevant items shall be allocated among the Acquired Assets as mutually agreed by Buyer and Sellers in a manner consistent with Section 1060 of the Code and the Treasury Regulations promulgated thereunder.

(b) Within sixty (60) days of the Closing Date, Buyer shall prepare and deliver to Sellers a statement allocating the sum of the Purchase Price, the Assumed Liabilities and other relevant items among the Acquired Assets in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder (such statement, the "Allocation Statement").

(c) Sellers shall have a period of thirty (30) days after the delivery of the Allocation Statement (the "Response Period") to present in writing to Buyer notice of any objections that Sellers may have to the allocations set forth therein (an "Objections Notice"). Unless Sellers timely object, such Allocation Statement shall be binding on the Parties without further adjustment.

(d) If Sellers shall raise any objections within the Response Period, Buyer and Sellers shall negotiate in good faith and use their commercially reasonable efforts to resolve such dispute. If the Parties fail to agree within fifteen (15) days after the delivery of the Objections Notice, then the disputed items shall be resolved by a firm of independent nationally recognized accountants reasonably chosen and mutually accepted by both Parties (the "Accounting Referee"), whose determination shall be final and binding on the Parties. The Accounting Referee shall resolve the dispute within thirty (30) days after the item has been referred to it. The costs, fees and expenses of the Accounting Referee allocated to Buyer, on the one hand, and Sellers on the other hand, shall be based on the inverse of the percentage that the Accounting Referee determination (before such allocation) bears to the total amount of the total items in dispute as originally submitted to the Accounting Referee. For example, should the items in dispute total in amount to $1,000 and the Accounting Referee awards $600 in favor of Sellers' position, 60% of the costs of its review would be borne by Buyer and 40% of the costs would be borne by Sellers.

(e) The allocation of the Purchase Price pursuant to the Allocation Statement (if applicable, as modified by Section 3.2(d) hereof) shall be final and binding on the Parties, and the Parties agree that the values allocated to the Acquired Assets represent the respective fair market values thereof, and the Parties shall follow the Allocation Statement for purposes of filing IRS Form 8594 (and any supplements to such form) and all other Tax Returns, and shall not take any position inconsistent therewith. If the IRS or any other taxation authority proposes a different allocation, Sellers or Buyer, as the case may be, shall promptly notify the other party of such proposed allocation. Sellers or Buyer, as the case may be, shall provide the other party with such information and shall take such actions (including executing documents and powers of attorney in connection with such proceedings) as may be reasonably requested by such other party to carry out the purposes of this Section 3.2. Except as otherwise required pursuant to a "determination" under Section 1313(a) of the Code (or any comparable provision of United States state, local, or non-United States law), (i) the transactions contemplated by Article 2 of this Agreement shall be reported for all Tax purposes in a manner consistent with the terms of this Section 3.2, and (ii) neither Party (nor any of their Affiliates) will take any position inconsistent with this Section 3.2 in any Tax Return, in any refund claim, in any litigation or otherwise.

3.3 Closing Date Statement.

Not less than two (2) Business Days prior to the Closing Date, the Company will execute and deliver to Buyer a statement (the "Closing Date Statement") which sets forth the Company's good faith estimate as of the Closing Date of the Professional Fees Amount, together with invoices from each payee of any portion thereof.

3.4 Limitations on Buyer Liability.

For the avoidance of doubt, except for amounts deposited at Closing pursuant to Section 4.2 (to the extent such amounts are required to be deposited pursuant to this Agreement) or as otherwise expressly provided in this Agreement, Buyer shall have no liability with respect to the Professional Fees Amount or the Wind-Down Amount.

3.5 Withholding.

Buyer (or any Affiliate thereof) shall be entitled to deduct and withhold from any amounts payable pursuant to this Agreement to Sellers such amounts as Buyer (or any Affiliate thereof) is required to deduct and withhold under applicable Legal Requirements. To the extent that amounts are so deducted and withheld and remitted to the appropriate Governmental Authority, such amounts shall be treated for all purposes of this Agreement as having been paid to Sellers.

ARTICLE 4

CLOSING AND DELIVERIES

4.1 Closing Date.

Upon the terms and subject to the conditions hereof, the closing of the sale of the Acquired Assets and the assumption of the Assumed Liabilities (other than those pertaining to Previously Omitted Contracts pursuant to Section 2.5(b) and Assumed Contracts subject to a cure dispute pursuant to Section 2.5(a)(i) contemplated hereby) (the "Closing") shall take place at the offices of King & Spalding LLP, 1180 Peachtree Street, Atlanta, GA 30309, as soon as practicable after the Sale Order becomes a Final Order, but in any event no later than three (3) Business Days following the date on which all the conditions set forth in Article 9 and Article 10 have been satisfied or (if permissible) waived by the Party entitled to waive such condition (other than the conditions which by their nature are to be satisfied at the Closing, but subject to the satisfaction or (if permissible) waiver of such conditions), or on such other date and time as Sellers and Buyer may mutually agree in writing. The date and time at which the Closing actually occurs is hereinafter referred to as the "Closing Date." Upon consummation of the Closing, the purchase and sale of the Acquired Assets and the assumption of the Assumed Liabilities hereunder, and the Closing, shall be deemed to have occurred as of 12:01 a.m. (Alabama time) on the Closing Date.

4.2 Buyer's Deliveries.

Subject to satisfaction or (if permissible) waiver of the other conditions set forth in Article 9 and Article 10, at the Closing, Buyer shall deliver (and/or cause one or more of its Affiliates or Buyer Designees to deliver):

(a) to Sellers, cash required by Section 3.1(a) (as may be adjusted pursuant to Section 3.1), if any, other than the Professional Fees Amount and the Wind-Down Amount;

(b) to the Escrow Agent, the Professional Fees Amount, to be deposited and held in the Professional Fees Escrow Account by the Escrow Agent in accordance with the Escrow Agreement; provided that any unused portion of the Professional Fees Amount which is not utilized by Sellers to pay professional fees in accordance with the Escrow Agreement shall be returned to Buyer in accordance with the Escrow Agreement;

(c) to the Escrow Agent, the Wind-Down Amount, to be deposited and held in the Wind-Down Escrow Account by the Escrow Agent in accordance with the Escrow Agreement; provided that any unused portion of the Wind-Down Amount which is not utilized by Sellers to pay wind-down expenses in accordance with the Escrow Agreement shall be returned to Buyer in accordance with the Escrow Agreement;

(d) to Sellers, each other Transaction Document to which Buyer or a Buyer Designee is a party, duly executed by Buyer or such Buyer Designee, as applicable;

(e) to Sellers, the certificates of Buyer to be received by Sellers pursuant to Sections 10.1 and 10.2;

(f) to Sellers, a Waiver, duly executed by Buyer or any Buyer Designee, as applicable;

(g) to Sellers, a payoff letter, release letter or other similar document, duly executed by Buyer and the other applicable parties, regarding the Credit Bid and Release; and

(h) to Sellers, evidence, in form and substance reasonably acceptable to Sellers, that one or more credit bids of obligations under the Junior Credit Agreements and the DIP Term Loan Facility and on behalf of Buyer in payment of, in the aggregate, all of the Purchase Price as set forth in Section 3.1 (other than the Assumed Liabilities [and the cash portion of the Purchase Price]) has been properly authorized.

4.3 Sellers' Deliveries.

At the Closing, Sellers shall deliver to Buyer:

(a) the Bills of Sale and Deeds (in each case, relating to the Acquired Assets), and each other Transaction Document to which any Seller is a party, duly executed by the applicable Sellers;

(b) (i) short form instruments of assignment of the Copyrights, Patents and Trademarks and other Intellectual Property that are owned by any of the Sellers, either alone or jointly, and included in the Acquired Assets, if any, duly executed by the applicable Sellers, in form for recordation with the appropriate Governmental Authorities, and in customary form reasonably acceptable to Buyer and (ii) in the case of Internet domain names, cooperation in updating the applicable registrars;

(c) with respect to the Real Property included in the Acquired Assets, possession of such Real Property, together with copies (and originals in Sellers' possession) of all instruments, Leases and agreements evidencing Sellers' interest in the same, and any existing ALTA surveys, appraisals, property condition reports, owned legal descriptions and title policies concerning such Real Property, to the extent that they are in the possession of Sellers, and which shall be deemed to be delivered to the extent located at any of the Real Property;

(d) certified copies of the Sale Order;

(e) the certificates of Sellers to be received by Buyer pursuant to Sections 9.1 and 9.2;

(f) certificates executed by each Seller, in the form prescribed under Treasury Regulation Section 1.1445-2(b) and reasonably acceptable to Buyer, that such Seller is not a foreign person within the meaning of Section 1445(f)(3) of the Code; and

(g) such other bills of sale, Deeds, endorsements, assignments and other good and sufficient instruments of conveyance and transfer, in form reasonably satisfactory to Buyer, as Buyer may reasonably request to vest in Buyer all of the right, title and interest of Sellers in, to or under any or all of the Acquired Assets, including all Real Property, subject only to Permitted Encumbrances and Assumed Liabilities.

4.4 Buyer Designees.

At least three (3) Business Days prior to the Closing, Buyer shall be entitled to designate, in accordance with the terms and subject to the limitations set forth in this Section 4.4, one or more Affiliates of Buyer to (i) purchase specified Acquired Assets; (ii) assume specified Assumed Liabilities; and/or (iii) employ Buyer Employees, in each case, as of the Closing Date (any Person that shall be properly designated by Buyer in accordance with this clause, a "Buyer Designee"); it being understood and agreed, however, that any such right of Buyer to designate a Buyer Designee is conditioned upon (x) such Buyer Designee being able to perform the applicable covenants under this Agreement and, as applicable, any other transaction agreement to which Buyer is party and demonstrate satisfaction of the requirements of Section 365 of the Bankruptcy Code (to the extent applicable), including the provision of adequate assurance for future performance with respect to the Acquired Assets and Assumed Liabilities, (y) any such designation not creating any Liability for Sellers or their Affiliates that would not have existed had Buyer purchased the Acquired Assets, assumed the Assumed Liabilities and/or employed the Buyer Employees, and which Liability is not fully reimbursed by or on behalf of Buyer and (z) such designation not being reasonably expected to cause a delay, or prevent or hinder the consummation of the transactions contemplated by this Agreement. As soon as reasonably practicable and in no event later than three (3) Business Days prior to the Closing, Buyer shall make any such designations of Buyer Designees by way of a written notice to be delivered to Sellers, and Buyer Designees shall deliver a signed counterpart to this Agreement or joinder agreement to this Agreement and each other Transaction Document to which Buyer is party. No such designation shall relieve Buyer of any of its obligations hereunder and any breach hereof by a Buyer Designee shall be deemed a breach by Buyer. Buyer and Buyer Designees shall be jointly and severally liable for any obligations of Buyer and such Buyer Designees hereunder. For the avoidance of doubt, and notwithstanding anything to the contrary herein, all Buyer Designees appointed in accordance with this Section 4.4 shall be included in the definition of "Buyer" for all purposes under this Agreement and all such Buyer Designees shall be deemed to have made all of the representations and warranties of Buyer set forth in this Agreement.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers hereby jointly and severally represent and warrant to Buyer as of the date hereof and the Closing Date as follows, except as set forth in the Incorporated Information (so long as the applicability of the type of information contained the Incorporated Information to such representation and warranty is reasonably apparent on the face of such information to a Person familiar with the types of reports included in the Incorporated Information):

5.1 Organization and Good Standing.

Each Seller is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. Subject to the applicable provisions of the Bankruptcy Code and the CCAA, each Seller has all requisite corporate, limited liability company or similar power and authority, as applicable, to own, lease, develop, operate and use its properties, including the Acquired Assets, and to carry on its business as now conducted. Each Seller is duly qualified or licensed to do business and is in good standing in each jurisdiction where the character of its Business or the nature of its properties, including the Acquired Assets, makes such qualification or licensing necessary, except for such failures to be so qualified or licensed or in good standing as would not, individually or in the aggregate, have a Material Adverse Effect.

5.2 Competition Act. Neither the aggregate value of the assets in Canada of the Business, nor the gross revenues from sales in or from Canada generated from those assets, exceeds $96 million Canadian Dollars, all as determined in accordance with Part IX of the Competition Act.

5.3 Authority; Validity; Consents.

Each Seller has, subject to entry of the Sale Order, the requisite corporate, limited liability company or similar power and authority necessary to enter into and perform its obligations under this Agreement and the other Transaction Documents to which such Seller is a party and to consummate the transactions contemplated hereby and thereby, and, subject to entry of the Sale Order, the execution, delivery and performance of this Agreement and such other Transaction Documents by such Seller and the consummation by such Seller of the transactions contemplated herein and therein have been duly and validly authorized by all requisite corporate, limited liability company or similar action on the part of Sellers. Subject to entry of the Sale Order, this Agreement has been duly and validly executed and delivered by each Seller and each other Transaction Document required to be executed and delivered by a Seller at the Closing will be duly and validly executed and delivered by such Seller at the Closing. Subject to entry of the Sale Order, this Agreement and the other Transaction Documents constitute, with respect to each Seller that is party thereto, the legal, valid and binding obligations of such Seller (assuming the due authorization, execution and delivery by all other parties hereto and thereto), except in each case as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights generally or general principles of equity. Subject to entry of the Sale Order, except (a) as required to comply with, the HSR Act and the antitrust legislation of any other relevant jurisdiction applicable to the purchase of the Acquired Assets or the Business, (b) for entry of the Sale Order, (c) for notices, filings and consents required in connection with the Bankruptcy Cases, and (d) for the notices, filings and consents set forth on Schedule 5.3, Sellers are not required to give any notice to, make any registration, declaration or filing with or obtain any consent, waiver or approval from, any Governmental Authority in connection with the execution and delivery of this Agreement and the other Transaction Documents to which a Seller is a Party or the consummation or performance of any of the transactions contemplated hereby and thereby, except for such notices, registrations, declarations or filings, the failure of which to make or obtain would not, individually or in the aggregate, be material to the Business or the Acquired Assets.

5.4 No Conflict.

Except as a result of the Bankruptcy Cases or as set forth in Schedule 5.4, neither the execution and delivery by any Seller of this Agreement or any other Transaction Document to which it is (or will be) a party nor after giving effect to the Sale Order, the consummation of the transactions contemplated hereby or thereby nor, after giving effect to the Sale Order, compliance by it with any of the provisions hereof or thereof will, (a) conflict with or result in a violation of (i) any provision of the certificate of incorporation or bylaws (or other organizational or governing documents) of such Seller or (ii) any Order binding upon such Seller or by which the Business or any Acquired Assets are subject or bound, (b) other than as would not be material to the Business or the Acquired Assets (i) violate, conflict with, or result in a breach of any of the terms of, or constitute a default under, or give rise to any right of termination, modification, cancellation or acceleration under any license, insurance policy or Permit held by Sellers, authorization, consent, order or approval of, or registration, declaration or filings with, any Governmental Authority or (ii) result in a breach of or constitute a default under or give rise to any right of termination, modification, cancellation or acceleration under any Material Contract which is an Available Contract, or (c) result in the creation of any Encumbrance (other than a Permitted Encumbrance or Assumed Liability) upon the properties or assets of such Seller being sold or transferred hereunder.

5.5 Real Property.

(a) Owned Real Property. Schedule 5.5(a)(i) sets forth an accurate and complete list of the Owned Real Property. Except for Permitted Encumbrances, Sellers have good and marketable title in the Owned Real Property set forth on Schedule 5.5(a)(i). Except for the Lessor Leases, none of the Owned Real Property is subject to any lease, offers to lease or grant to any third-party of any right to the use, purchase, occupancy or enjoyment of such Owned Real Property or any material portion thereof required to conduct the Business. Except for Permitted Encumbrances and the applicable terms of Permits held by Sellers and their Affiliates, the Owned Real Property is not subject to any Encumbrances (other than liens that will be removed pursuant to the Sale Order), which in any material respect interfere with or impair the present and continued use thereof in the Ordinary Course of Business. There are no pending or, to Sellers' Knowledge, threatened condemnation or expropriation proceedings relating to any of the Owned Real Property except those which do not materially impair or restrict the current use of the Owned Real Property subject thereto. Other than as set forth on Schedule 5.5(a)(ii) hereto, there are no outstanding options or rights of first refusal to purchase any of the Owned Real Property or any interest therein.

(b) Lessor Leases. Schedule 5.5(b) lists all material unexpired leases, offers to lease, subleases, licenses, sublicenses, occupancy or other agreements whereby any Seller leases, subleases, licenses or grants an interest in any Owned Real Property or Leased Real Property to a third party (the "Lessor Leases") including the date and name of the parties to such Lessor Lease document. Sellers have made available, to the extent that they are in Sellers' possession or under their reasonable control, true, complete and correct copies of the Lessor Leases to Buyer, including any amendments thereto. Other than as set forth on Schedule 5.5(b)(i)or as a result of the Bankruptcy Cases, Sellers are not in material breach of or in default under the Lessor Leases and, to Sellers' Knowledge, no party to any Lessor Lease has

given Sellers written notice of or, to Sellers' Knowledge, made a claim with respect to any material breach or material default by Sellers thereunder (other than as a result of the Bankruptcy Cases). Except as set forth in Schedule 5.5(b), with respect to each of the Lessor Leases: (i) such Lessor Lease is legal, valid, binding, enforceable and in full force and effect; (ii) neither any Seller who is party to such Lessor Lease nor, to Sellers' Knowledge, any other party to such Lessor Lease is in breach or default thereunder, and no event has occurred or circumstance exists which, with the delivery of notice, the passage of time or both, would constitute such a breach or default thereunder; (iii) no security deposit or portion thereof deposited with respect such Lessor Lease has been applied in respect of a breach or default under such Lessor Lease which has not been redeposited in full; (iv) such Seller does not owe any brokerage commissions or finder's fees with respect to such Lessor Lease; (v) the other party to such Lessor Lease is not an Affiliate of such Seller; (vi) to Sellers' Knowledge, the other party to such Lessor Lease has not subleased, licensed or otherwise granted any Person the right to use or occupy, the premises demised thereunder or any portion thereof; (vii) to Sellers' Knowledge, the other party to such Lessor Lease has not collaterally assigned or granted any other security interest in such Lessor Lease; and (viii) there are no liens or encumbrances on the estate or interest created by such Lessor Lease.

(c) Leased Real Property. Schedule 5.5(c) contains a true and complete list of the address of each Leased Real Property, and a true and complete list of all Leases (including all amendments, extensions, renewals, guaranties and other agreements with respect thereto) for each such Leased Real Property (including the date and name of the parties to such Lease document). Seller has delivered to Buyer a true and complete copy of each such Lease document, and in the case of any oral Lease, a written summary of the material terms of such Lease. Except as set forth in Schedule 5.5(c)(i), with respect to each of the Leases: (i) such Lease is legal, valid, binding, enforceable and in full force and effect; (ii) the assignment of such Lease to Buyer pursuant to this Agreement does not require the consent of any other party to such Lease, and will not result in a material breach of or material default under such Lease, or give rise to a termination right under such Lease; (iii) the applicable Seller's possession and quiet enjoyment of the Leased Real Property under such Lease has not been materially disturbed; (iv) to Sellers' Knowledge, there are no disputes with respect to such Lease; (v) neither such Seller nor, to Sellers' Knowledge, any other party to the Lease is in material breach or material default under such Lease, and no event has occurred or circumstance exists which, with the delivery of notice, the passage of time or both, would constitute such a material breach or material default, or permit the termination, modification or acceleration of rent under such Lease; (vi) no security deposit or portion thereof deposited with respect such Lease has been applied in respect of a breach or default under such Lease which has not been redeposited in full; (vii) such Seller does not owe any brokerage commissions or finder's fees with respect to such Lease; (viii) the other party to such Lease is not an Affiliate of such Seller; and (ix) such Seller has not subleased, licensed or otherwise granted any Person the right to use or occupy such Leased Real Property or any material portion thereof.

(d) Leasehold Improvements. Schedule 5.5(c) set forth a description of all material buildings, structures, improvements and fixtures located on any Leased Real Property which are owned by Sellers ("Leasehold Improvements"). The applicable Seller has good and marketable title to the Leasehold Improvements, free and clear of all liens and encumbrances, except Permitted Encumbrances, and other than the right of Buyer pursuant to

this Agreement, there are no outstanding options, rights of first offer or rights of first refusal to purchase any such Leasehold Improvements.

(e) Real Property Used in the Business. The Owned Real Property identified in Schedule 5.5(a), the Leased Real Property identified in Schedule 5.5(c) and the Leasehold Improvements (collectively, the "Real Property") comprise all of the real property used in the Business.

(f) Improvements. All material Improvements are in good condition and repair and sufficient for the operation of the Business. There are no material structural deficiencies affecting any of the Improvements and, to Sellers' Knowledge, there are no facts or conditions affecting any of the Improvements which would interfere in any material respect with the use or occupancy of the Improvements in the operation of the Business as currently conducted. The operation and use of the buildings and other improvements constituting the Owned Real Property or the Leased Real Property do not violate, in any material respect, any zoning, subdivision, building or similar law, ordinance, order, regulation or recorded plat or any certificate of occupancy issued with respect to the Owned Real Property or the Leased Real Property.

(g) Access. Each parcel of Owned Real Property has direct access to a public street adjoining the Owned Real Property, and such access is not dependent on any land or other real property interest which is not included in the Owned Real Property.

5.6 Environmental Matters.

Except as set forth on Schedule 5.6 and except as would not be material to the Business or the Acquired Assets:

(a) Sellers' operation of the Business, and Real Properties related thereto, have complied during the previous three (3) years and are in compliance with all Environmental Laws;

(b) Sellers have not received any written notice, written report or other written information from any Person alleging any pending or, to Sellers' Knowledge, threatened violation, non-compliance, liability or potential liability regarding Environmental Laws, including with regard to any of the Real Properties or the Business, or any prior business for which Sellers have retained, assumed or otherwise become subject to liability, including under any Contract or Environmental Law, nor have Sellers received written notice of, nor do the Sellers have, any pending or, to Sellers' Knowledge, threatened claims alleging any violations of Environmental Law;

(c) the Real Properties do not contain any Hazardous Substances in amounts or concentrations which (i) constitute a violation of, or (ii) would give rise to material liability, including liability for response costs, corrective action costs, personal injury, property damage or natural resources damage, under, any Environmental Law;

(d) no Seller or, to the Sellers' Knowledge. other Person, has treated, recycled, stored, disposed of, arranged for or permitted the disposal of, transported, handled,

exposed any Person to, or Released any Hazardous Substances except as authorized by Environmental Permits, or owned or operated any property or facility contaminated by any Hazardous Substances, in each case as has given or could give rise to material liability, including liability for response costs, corrective action costs, personal injury, property damage or natural resources damage, of any Seller, or with respect to the Acquired Assets or the Business, under any Environmental Law;

(e) no Action is pending or, to Sellers' Knowledge, threatened under any Environmental Law against Sellers or with respect to the Acquired Assets, including the Real Properties, or the Business, nor are there any Orders outstanding under any Environmental Law with respect to the Acquired Assets, including the Real Properties or the Business;

(f) Sellers (i) hold, maintain and are in compliance with all material Environmental Permits (each of which is in full force and effect and is not subject to appeal) required for the Business, any of their operations, or for the ownership, operation or use of the Real Properties; (ii) are, or have been, in compliance with all Environmental Permits, in all material respects; (iii) have used commercially reasonable efforts to cause all contractors, lessees and other Persons occupying, operating or using the Real Properties to comply with Environmental Law and obtain all necessary Environmental Permits; and (iv) have not received any written notice that the Environmental Permits will not be renewed;

(g) Sellers have made available copies of all material environmental, health and safety assessments, audits (including compliance audits), evaluations, policies, procedures, studies, and tests within their possession or under their reasonable control which have been completed within the past three (3) years; and

(h) none of the Acquired Assets contains underground storage tanks, above ground storage tanks, transformers or other equipment containing PCBs, underground injection wells, non-naturally occurring radioactive materials or septic tanks or waste disposal pits (to the extent such tanks or pits constitute Acquired Assets), in each case as would give rise to liability under Environmental Laws.

5.7 Title to Acquired Assets; Sufficiency of Acquired Assets.

(a) Subject to obtaining the Sale Order, Sellers have good, valid and marketable title to, or, in the case of property leased or licensed by Sellers, a valid leasehold or licensed interest in, all of the Acquired Assets, free and clear of all Encumbrances, except (i) for the Assumed Liabilities and (ii) for Permitted Encumbrances.

(b) The Acquired Assets constitute all of the material assets, properties, rights and interests sufficient for the operation of the Business in substantially the same manner as operated as of the date of this Agreement.

5.8 Taxes.

(a) Sellers have each timely and duly filed all income Tax, Excise Tax and Real Estate Tax Tax Returns and all other material Tax Returns required to be filed with the appropriate Governmental Authorities (taking into account any extension of time to file properly

granted to Sellers). All such Tax Returns are true and correct in all material respects and were prepared in substantial compliance with all applicable law, and, except as set forth on Schedule 5.8(a), all income Tax, Excise Tax and Real Estate Tax Tax Returns and other material Taxes, including those relating to the Business and/or the Acquired Assets, that are due and payable, whether or not shown to be payable on such Tax Returns, have been timely paid. Except as set forth on Schedule 5.8(a), (i) no examination of any such Tax Return of Sellers is currently in progress by any Governmental Authority and no Seller has received notice of any contemplated examination of any such Tax Return; and (ii) no adjustment has been proposed in writing with respect to any Tax Returns for the previous five (5) fiscal years by any Governmental Authority.

(b) Except as set forth in Schedule 5.8(b), Sellers have not received written notice of any Tax deficiency, proposed or assessed against or allocable to Sellers and have not executed any waiver of any statute of limitations in respect of Taxes nor agreed to any extension of time with respect to a Tax assessment or deficiency. Except as set forth in Schedule 5.8(b), there are no pending or threatened audits, investigations, disputes, notices of deficiency, claims or other actions for or relating to any Liability for Taxes, and there is no dispute or claim concerning any Tax liability of Sellers claimed or raised by any Governmental Authority in writing.

(c) Except as set forth on Schedule 5.8(c), Sellers are not in default under, nor does there exist any condition which, with the giving of notice or passage of time would constitute a default by Sellers under, any agreement with any Governmental Authority that provides for or results in a reduction, rebate or exemption from Taxes or any other form of Tax incentive applicable to the Business.

(d) Except as set forth on Schedule 5.8(d), each Seller has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, agent, nonresident, member, shareholder, independent contractor, creditor, stockholder, or other third party and all IRS Forms W-2 and Forms 1099 (or any other applicable form) required with respect thereto have been properly and timely distributed.

(e) Except as set forth on Schedule 5.8(e), no Seller (i) is a party to any Tax allocation or sharing agreement, (ii) has been a member of an Affiliated Group filing a consolidated federal income Tax Return (other than a consolidated group of which the Company is the parent of such group) or (iii) has any liability for the Taxes of any Person (other than a Seller) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local, or non-U.S. law), as a transferee or successor, by contract, or otherwise. No Seller has used the cash method of accounting for income Tax purposes.

(f) No Seller is or has been a party to any "listed transaction," as defined in Code Section 6707A(c)(2) and Treasury Regulation Section 1.6011-4(b)(2).

(g) Within the past five (5) years, no claim has been made in writing by any Governmental Authority in a jurisdiction where Sellers do not file Tax Returns that Sellers are or may be subject to taxation by, or required to file Tax Returns with, that jurisdiction.

(h) Each Seller has (i) collected from each receipt from any of the past and present customers relating to the Business and the Acquired Assets (or other Persons paying amounts to such Seller) the amount of all Taxes (including sales, use, valued added and similar Taxes) required to be collected and has paid and remitted such Taxes when due, in the form required under appropriate Laws and (ii) for all sales, leases or provision of services relating to the Business and the Acquired Assets that are exempt from sales, use, valued added and similar Taxes and that were made without charging or remitting sales, use, valued added or similar axes, received and retained any appropriate Tax exemption certificates and other documentation qualifying such sale, lease or provision of services as exempt.

(i) None of the Acquired Assets constitute (i) "tax-exempt use property" within the meaning of Section 168(h) of the Code (or any similar provision of state, local or non-U.S. Law) or (ii) "tax-exempt bond-financed property" within the meaning of Section 168(g)(5) of the Code (or any similar provision of state, local or non-U.S. Law). No portion of the cost of any Acquired Asset has been financed directly or indirectly from the proceeds of any tax-exempt state or local government obligation described in Code Section 103(a).

(j) None of the Acquired Assets of the Specified Foreign Subsidiaries constitutes a "United States real property Interest" within the meaning of Section 897(c)(1) of the Code (or any similar provision of state, local or foreign Law).

(k) None of the Assumed Liabilities is an obligation to make a payment that is not deductible under Section 280G of the Code. None of the Assumed Liabilities are, actual or potential indemnity or gross-up obligation owed to any employee, director or consultant of the Business for any Taxes imposed under Sections 4999 or 409A of the Code (or any similar provision of state, local or non-U.S. Law).

(l) None of Sellers have adopted as a method of accounting, or otherwise accounted for any advance payment or prepaid amount under, (i) the "deferral method" of accounting described in Rev. Proc. 2004-34, 2004-22 IRB 991 (or any similar method under state, local or non-U.S. law, including Section 451(c) of the Code) or (ii) the method described in Treasury Regulation Section 1.451-5(b)(l)(ii) (or any similar method under state, local or non-U.S. law).

(m) Buyer will not be required to include an item of income in, or exclude an item of deduction from, taxable income for any Tax period (or portion thereof) ending after the Closing Date as a result of any prepaid amount received or deferred revenue accrued prior to the Closing Date in connection with the Business.

(n) No Acquired Asset represents an interest in a partnership or other entity for any applicable Tax purpose.

(o) (i) Each of the Canadian Borrowers other than Jack Cooper Canada 1 Limited Partnership and Jack Cooper Canada 2 Limited Partnership is not a "non-resident" of Canada within the meaning of the Canadian Tax Act; (ii) each of Jack Cooper Canada 1 Limited Partnership and Jack Cooper Canada 2 Limited Partnership is a "Canadian partnership" within

the meaning of the Canadian Tax Act; and (iii) no Seller, other than the Canadian Borrowers, carries on business in Canada or owns any Acquired Assets that constitute "taxable Canadian property" within the meaning of the Canadian Tax Act.

(p) (i) Each of the Canadian Borrowers is duly registered under Part IX of the GST Act (and, where applicable, any similar provincial legislation) with respect to GST/HST and the QST Legislation (and, where applicable, any other similar provincial Tax), with the following registration numbers: [●]; and (ii) each of the Canadian Borrowers has complied with all registration, reporting, payment, collection and remittance requirements in respect of GST/HST and QST (and, where applicable, any other similar provincial Tax).

(q) Within the meaning of Treasury Regulation Section 1.897-2(b)(2)(ii), no more than 50% of the fair market value of any Seller's aggregate assets, or 25% of the book value of any Seller's aggregate assets, is comprised of "United States real property interests" within the meaning of Section 897(c)(1) of the Code (or any similar provision of state, local or foreign Law).[10]

5.9 Legal Proceedings.

Except (x) for the Bankruptcy Cases (and proceedings related thereto) and (y) as set forth on Schedule 5.9, there is no Proceeding, Claim or Order pending, outstanding or, to Sellers' Knowledge, threatened against or related to the Business, the Sellers or any of their respective Affiliates, whether at law or in equity, whether civil or criminal in nature or by or before any Governmental Authority, nor, to Sellers' Knowledge, are there any investigations relating to the Business, the Sellers, or any other their respective Affiliates, pending or, to Sellers' Knowledge, threatened by or before any arbitrator or any Governmental Authority, in each case, which would be material to the Business or the Acquired Assets, individually, or in the aggregate.

5.10 Compliance with Legal Requirements; Permits.

(a) Except as set forth in Schedule 5.10(a), Sellers hold all of the Permits necessary for the current operation and conduct of the Business and the Acquired Assets in compliance with Legal Requirements, except for any such Permits the absence of which would be immaterial to the operation of the Business or the Acquired Assets from and after the Closing. The Permits set forth on Schedule 2.1(f) are all of the Permits held by Sellers with respect to the current operation and conduct of the Business and the Acquired Assets, the absence of which would be reasonably expected to adversely affect the operation of the Business or the Acquired Assets from and after the Closing.

(b) Except (x) as set forth on Schedule 5.10(b), and (y) as would not reasonably be expected to be material to the Business or the Acquired Assets, Sellers have conducted the Business for the past three (3) years and currently own and operate the Acquired Assets in accordance, with all Legal Requirements, Orders and Permits applicable to Sellers and the Acquired Assets during such period, and the Business is in compliance with all applicable

[10] **Note to Draft**: Subject to Company confirmation.

Legal Requirements, Orders and Permits (including any anti-bribery Legal Requirements) and has obtained all approvals necessary for owning and operating its assets and has made all necessary filings with all Governmental Authorities having jurisdiction necessary for owning and operating its assets.

(c) Except (x) as set forth on Schedule 5.10(c) and (y) as would not be material to the Business or the Acquired Assets neither Sellers, nor to Sellers' Knowledge, any of their Representatives have received within the past three (3) years any written notice or other communication from a Governmental Authority that alleges that the Business is not in compliance with any Legal Requirement, Order or Permit applicable to the Business or the operations or properties of the Business or the Acquired Assets or that threatens or states the intention on the part of any issuing authority to revoke, cancel, suspend or modify any Permit necessary for the current operation and conduct of the Business and the Acquired Assets (except with respect to regular periodic expirations and renewals thereof). Except as would not be material to the Business or the Acquired Assets: (i) no Seller has had any Permits that are necessary for the operation and conduct of the Business and the Acquired Assets appealed, denied, revoked, restricted or suspended during the past three (3) years; and (ii) no Seller is currently a party to any Proceedings involving the possible appeal, denial, revocation, restriction or suspension of any Permits that are necessary for the current operation and conduct of the Business and the Acquired Assets or any of the privileges granted thereunder (except where the obligation to hold such a Permit is being contested in good faith by appropriate proceedings diligently conducted or is excused by the Bankruptcy Code).

5.11 Labor Matters.

(a) Except as set forth on Schedule 5.11(a), none of Sellers are party to or subject to any collective bargaining agreements, works council agreements, labor union contracts, trade union agreements, and other similar agreements (each a "Collective Bargaining Agreement") with any union, works council, or labor organization (each a "Union" and collectively "Unions").

(b) Except as set forth on Schedule 5.11(b), to Sellers' Knowledge, in the past three (3) years, other than pursuant to procedures established in connection with the Bankruptcy Cases, (i) no Union or group of Employees or former Employees has sought to organize any employees for purposes of collective bargaining, sought to decertify any Union with whom any Seller has or had a collective bargaining relationship, sought to bargain collectively with any of Sellers, made a demand for recognition or certification as an employee representative for purposes of collective bargaining or filed a petition for recognition or decertification with any Governmental Authority; (ii) as of this date, no Collective Bargaining Agreement is being negotiated by any of Sellers, other than pursuant to procedures established in connection with the Bankruptcy Cases or in connection with the negotiation of the CBA Term Sheet; and (iii) in the past three (3) years, there have been no strikes, lockouts, slowdowns, work stoppages, boycotts, handbilling, picketing, walkouts, demonstrations, leafleting, sit-ins, sick-outs, or other material forms of organized labor disruption with respect to any of Sellers.

(c) Except as set forth on Schedule 5.11(c) within the past three (3) years, Sellers have not violated or failed to provide sufficient advance notice of layoffs or

terminations as required by, or incurred any material Liability under, the Worker Adjustment and Retraining Notification Act of 1988, and including any similar state or local Legal Requirement (collectively, the "WARN Act"), or any applicable Legal Requirement for employees outside the United States regarding the termination or layoff of employees. Schedule 5.11(c)(i) sets forth all employee layoffs, by date and location, implemented by Sellers with respect to the Business in the 90-day period preceding the Closing Date. Except as set forth on Schedule 5.11(c)(ii) or as would not, individually or in the aggregate, reasonably be expected to be material to the Business or the Acquired Assets or pursuant to procedures established in connection with the Bankruptcy Cases; (i) within the past three (3) years, Sellers have been in compliance with all applicable Legal Requirements relating to labor and employment, including all Legal Requirements relating to employment practices; the hiring, promotion, assignment, and termination of employees; discrimination; equal employment opportunities; disability; labor relations; wages and hours; FLSA, classification of independent contractors, hours of work; payment of wages; immigration; workers' compensation; employee benefits; background and credit checks; working conditions; occupational safety and health; family and medical leave; employee terminations; and data privacy and data protection; (ii) there are no pending, or to Sellers' Knowledge, threatened, Actions against Sellers brought (or that would be brought) by or on behalf of any applicant for employment, any current or former Employee, any person alleging to be a current or former employee, any representative, agent, consultant, independent contractor, subcontractor, or leased employee, volunteer, or "temp" of Sellers, or any group or class of the foregoing, or any Governmental Authority, alleging violation of any labor or employment Legal Requirements, breach of any Collective Bargaining Agreement, breach of any express or implied contract of employment, wrongful termination of employment, or any other discriminatory, wrongful, or tortious conduct in connection with the employment relationship; (iii) each of the Employees has all work permits, immigration permits, visas, or other authorizations required by any Legal Requirement for such Employee given the duties and nature of such Employee's employment; and (iv) no individual has been improperly excluded from, or wrongly denied benefits under, any Benefit Plan.

5.12 Employee Benefits.

(a) Schedule 5.12(a) sets forth a correct and complete list of (i) each Multiemployer Plan to which any of the Sellers currently contributes, has an obligation to contribute or otherwise has any Liability, (ii) each Canadian Multi-Employer Plan to which any of the Sellers currently contributes, has an obligation to contribute or otherwise has any Liability, (iii) each Title IV Plan, and (iv) each other material Benefit Plan.

(b) Except as set forth in Schedule 5.12(b), (i) no Benefit Plan (or any benefit plans, programs or arrangements of an ERISA Affiliate that would be a Benefit Plan if such ERISA Affiliate were a Seller) (A) is, or has been within the past three (3) years, a Title IV Plan or subject to Section 412 of the Code; (B) is maintained by more than one employer within the meaning of Section 413(c) of the Code; (C) is subject to Sections 4063 or 4064 of ERISA; or (D) is a Canadian Defined Benefit Plan; (ii) no Benefit Plan is (A) a "multiple employer welfare arrangement" as defined in Section 3(40) of ERISA; or (B) an "employee pension benefit plan" (within the meaning of Section 3(2) of ERISA) that is not intended to be qualified under Section 401(a) of the Code; and (iii) none of the Sellers or any of their respective ERISA Affiliates

contributes to, or is obligated to contribute to, or within the three (3) years preceding this Agreement contributed to or was obligated to contribute to, a Multiemployer Plan.

(c) Sellers' sole funding obligation to or in respect of any Canadian Multiemployer Plan is to make the required contributions to the Canadian Multiemployer Plan in the amounts and in the manner set forth in the collective agreement, statute or municipal by-law, as applicable, pursuant to which Sellers are required to contribute to the Canadian Multiemployer Plan. Except as would not reasonably to expected to result in a material Liability, all contributions (including all employer contributions and employee salary reduction contributions) required to have been made to or in respect of any Canadian Multiemployer Plan under the terms of such Canadian Multiemployer Plan as of the Execution Date have been timely made or reflected on the applicable Financial Statements.

(d) (i) Each Benefit Plan has been established and administered by Sellers in all material respects in accordance with its terms and in compliance with the applicable provisions of ERISA, the Code and all other Legal Requirements; (ii) with respect to each Benefit Plan, except as would not reasonably be expected to be material, all reports, returns, notices and other documentation that are required to have been filed with or furnished to the Internal Revenue Service (the "IRS"), the United States Department of Labor ("DOL") or any other Governmental Authority, or to the participants or beneficiaries of such Benefit Plan in the past three (3) years have been filed or furnished on a timely basis; (iii) each Benefit Plan that is intended to be qualified within the meaning of Section 401(a) of the Code has received a favorable opinion or determination letter from the IRS to the effect that such Benefit Plan satisfies the requirements of Section 401(a) of the Code and, to Sellers' Knowledge, there are no facts or circumstances that could reasonably be expected to cause the loss of such qualification or the imposition of any material liability, penalty or tax under ERISA, the Code or any other Legal Requirements; (iv) no Benefit Plan that is intended to be qualified within the meaning of Section 401(a) of the Code has been partially or completely terminated; (v) other than routine claims for benefits, no material liens, lawsuits or complaints to or by any person or Governmental Authority have been filed in the past three (3) years against any Benefit Plan or against Sellers with respect to any Benefit Plan and, to Sellers' Knowledge, no such material liens, lawsuits or complaints are contemplated or threatened with respect to any Benefit Plan; (vi) there are no corrections, audits or proceedings initiated pursuant to the IRS Employee Plans Compliance Resolution System (currently set forth in Revenue Procedure 2019-20) or similar proceedings pending with the IRS or DOL or anticipated being initiated by any of the Sellers with respect to any Benefit Plan, including any tax qualified Benefit Plan from which distributions are eligible to be rolled over; and (vii) no Benefit Plan that is maintained for employees in the United States that is a group health plan has a waiting period in excess of 90 days, and each such Benefit Plan satisfies the "minimum value" and "affordability" requirements of the Patient Protection and Affordable Care Act.

(e) Within the past three (3) years, there has been no "reportable event" (as defined in Section 4043 of ERISA and the regulations thereunder) with respect to any Title IV Plan that required or would require the giving of notice to the Pension Benefit Guaranty Corporation (the "PBGC") under Section 4041(c)(3)(C) or 4063(a) of ERISA.

(f) Except as set forth in Schedule 5.12(f), (i) no Seller has terminated any Title IV Plan within the last three (3) years or incurred any outstanding liability under Section 4062 of ERISA to the PBGC, or to a trustee appointed under Section 4042 of ERISA; (ii) all premiums due the PBGC and all contributions to or with respect to the Title IV Plans set forth in Schedule 5.12(a) have been fully paid; (iii) no Seller has filed a notice of intent to terminate any Title IV Plan set forth in Schedule 5.12(a) and has not adopted any amendment to treat such Title IV Plan as terminated; (iv) the PBGC has not instituted, or to Sellers' Knowledge, threatened to institute, proceedings to treat any Title IV Plan set forth in Schedule 5.12(a) as terminated; and (v) to Sellers' Knowledge no event has occurred or circumstance exists that may constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Title IV Plan set forth in Schedule 5.12(a).

(g) Except as set forth in Schedule 5.12(g), no Seller or ERISA Affiliate has, within the past three (3) years, withdrawn from a Multiemployer Plan in a "complete withdrawal" or a "partial withdrawal" as defined in Sections 4203 and 4205 of ERISA, respectively, so as to result in an unsatisfied liability, contingent or otherwise (including the obligations pursuant to an agreement entered into in accordance with Section 4204 of ERISA), of such Seller or ERISA Affiliate.

(h) No Seller or any organization to which such Seller is a successor or parent corporation, within the meaning of Section 4069(b) of ERISA, has engaged in any transaction described in Sections 4069 or 4212(c) of ERISA.

(i) Neither Sellers nor, to Sellers' Knowledge, any other "party in interest" or "disqualified person" with respect to any Benefit Plan has engaged in a non-exempt "prohibited transaction" within the meaning of Section 406 of ERISA or Section 4975 of the Code involving such Benefit Plan which, individually or in the aggregate, could reasonably be expected to subject Sellers to Liability, tax or penalty imposed by Section 4975 of the Code or Sections 501, 502 or 510 of ERISA. To Sellers' Knowledge, no fiduciary has incurred any liability for breach of fiduciary duty or any other failure to act or comply with the requirements of ERISA, the Code or any other Legal Requirements in connection with the administration or investment of the assets of any Benefit Plan.

(j) Except as would not, individually or in the aggregate, reasonably be expected to result in a material Liability, (i) all liabilities or expenses of Sellers in respect of any Benefit Plan which are due and payable but have not been paid, have been properly accrued on the applicable Financial Statements; and (ii) all contributions (including all employer contributions and employee salary reduction contributions) or premium payments required to have been made to or in respect of any Benefit Plan under the terms of such Benefit Plan or in accordance with Legal Requirements, as of the Execution Date have been timely made or reflected on the applicable Financial Statements.

(k) Except as set forth in Schedule 5.12(k), no Benefit Plan provides and none of Sellers has any obligation to provide or make available post-employment benefits under any Benefit Plan which is a "welfare plan" (as defined in Section 3(1) of ERISA), except as may be required under COBRA or similar Legal Requirements, and at the sole expense of such individual.

(l) Except as set forth in Schedule 5.12(l) or expressly provided herein or if the payment thereof is otherwise excused as a result of the Bankruptcy Cases, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (either alone or in combination with another event), (i) result in any payment (whether in cash or property) becoming due and payable, or increase the amount of any compensation due and payable, to any current or former officer, director, employee, leased employee, consultant or agent (or their respective beneficiaries) of Sellers; (ii) increase any benefits otherwise payable under any Benefit Plan; or (iii) result in the acceleration of the time of payment, funding or vesting of any compensation or benefits under any Benefit Plan.

(m) To the extent applicable, each Benefit Plan that is a "nonqualified deferred compensation plan" within the meaning of Section 409A(d)(1) of the Code (i) complies and has been operated in all material respects in compliance with the requirements of Section 409A of the Code and the final regulations and official guidance promulgated thereunder, or (ii) is exempt from compliance under the "grandfather" provisions of IRS Notice 2005-1 and applicable regulations and has not been "materially modified" (within the meaning of IRS Notice 2005-1 and Treasury Regulation §1.409A-6(a)(4)) subsequent to October 3, 2004.

(n) With respect to each Benefit Plan, except with respect to such Benefit Plans copies of which have been publicly filed under the Exchange Act, Sellers have made available to Buyer, true, correct (in all material respects) and materially complete copies of, to the extent applicable: (i) all documents constituting such Benefit Plans and all amendments thereto (or, to the extent no such copies exist or the Benefit Plan is not in writing, a materially accurate written description); (ii) any related trust agreement or other funding instrument and all other material contracts currently in effect with respect to such Benefit Plans (including all administrative agreements, group insurance contracts and group annuity contracts); (iii) the most recent IRS determination letter and/or opinion letter for each such Benefit Plan, if applicable; (iv) the most recent summary plan description, summary of material modifications and any other written communication by Sellers to Employees within the three (3) years immediately preceding the Execution Date concerning the extent of benefits provided under a Benefit Plan; (v) to the extent not publicly available, the three most recent (A) Forms 5500 and schedules thereto, and (B) audited financial statements; (vi) for the past three (3) years, all material correspondence with the IRS, the DOL and any other Governmental Authority regarding the operation or the administration of such Benefit Plans; and (vii) all discrimination tests for the most recent plan year.

(o) Sellers have no direct or indirect material liability, whether absolute or contingent, under any Benefit Plan, with respect to any misclassification of any person as an independent contractor rather than as an employee, or with respect to any employee leased from another employer.

(p) Except as required in connection with the Bankruptcy Cases, Sellers have no plan, contract or commitment, whether legally binding or not, to create any new employee benefit or compensation plans, policies or arrangements for any Buyer Employee or, except as may be required by applicable Legal Requirements, to modify any Benefit Plan.

5.13 Sellers' Intellectual Property.

(a) Schedule 5.13(a) sets forth a true and complete list of all U.S. and foreign (i) issued Patents and pending applications for Patents; (ii) registered Trademarks and pending applications for Trademarks; and (iii) registered Copyrights and pending applications for Copyrights, in each case which are owned by a Seller and indicating which Seller is the owner of each asset. Except as set forth on Schedule 5.13(a), each Seller is the sole owner of all of the applications and registrations set forth on Schedule 5.13(a) for which it is identified as the owner thereon, and all applications and registrations on Schedule 5.13(a) are in effect and valid, subsisting, and enforceable.

(b) Except as disclosed on Schedule 5.13(b) and as would not be material to the Business (taken as a whole), (i) the conduct of the Business by Sellers as currently conducted, and as conducted in the past three (3) years (including the products and services currently or previously sold or provided by Sellers) does not infringe or otherwise violate any Person's Intellectual Property, and no such claims are pending or threatened in writing against a Seller, and (ii) no Person is, or has in the past three (3) years been, infringing or otherwise violating any Intellectual Property owned by a Seller, and no such claims are pending or threatened in writing against any Person by a Seller.

(c) The Acquired Assets and any rights provided to Buyer pursuant to the Transaction Documents include all Intellectual Property owned by the Seller and third party Intellectual Property licensed to a Seller that are used in, or required to conduct the Business in a substantially similar manner as it is presently being conducted by Sellers, except such Intellectual Property rights as exist under the Excluded Contracts.

(d) Each current and former employee, consultant, and independent contractor of a Seller has entered into a valid and enforceable written agreement with such Seller assigning to such Seller all Intellectual Property created by such Person within the scope of such Person's duties to such Seller and prohibiting such Person from using or disclosing Trade Secrets of such Seller. To Sellers' Knowledge, no current or former employee, consultant, or independent contractor of such Seller is in violation of such agreement.

(e) Each Seller complies with, and has complied with, all Data Security Requirements in all material respects. Neither the execution and delivery of this Agreement nor the consummation of the Closing will result in a breach or violation of, or constitute a default under, any Data Security Requirement. In the past three (3) years, no Seller has experienced any material breach of security, phishing incident, ransomware or malware attack, or other incident in which confidential or sensitive information, payment card data, Personal Information, or other protected information relating to individuals was or may have been accessed, disclosed, or exfiltrated in an unauthorized manner, and no Seller has received any written notices or complaints from any Person or been the subject of any claim, proceeding, or investigation with respect thereto.

(f) Each Seller uses commercially reasonable efforts to protect the confidentiality, integrity and security of the Computer Systems used by it in the operation of the Business and to prevent any unauthorized use, access, interruption, or modification of the

Computer Systems. The Computer Systems (i) are sufficient for the immediate and currently anticipated future needs of the Business, taken as a whole, including as to capacity, scalability and ability to process current and anticipated peak volumes in a timely manner, and (ii) are in sufficiently good working condition to effectively perform all material information technology operations in all material respects and include a sufficient number of license seats for all software as necessary for the operation of the Business. In the past three (3) years, there have been no material breaches of security, failures, breakdowns, continued substandard performance, or other material and adverse events affecting any Computer System that have caused any substantial disruption of or interruption in or to the use of the Computer Systems. Sellers maintain commercially reasonable disaster recovery and business continuity plans, procedures and facilities in connection with the operation of the Business, act in compliance therewith, and have taken commercially reasonable steps to test such plans and procedures on a periodic basis, and such plans and procedures have been proven effective upon such testing in all material respects.

5.14 Contracts. Schedule 5.14(i) sets forth a true, correct and complete list of all Material Contracts to which any Seller is a party. Each Material Contract is in full force and effect and is a valid and binding obligation of each Seller party thereto, and, to the Knowledge of the Sellers, each other party thereto, in accordance with its terms and conditions, in each case except (x) as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights generally or general principles of equity, (y) as set forth on Schedule 5.14(ii) and (z) as would not, individually or in the aggregate, be material to the Business or the Acquired Assets. Except as set forth on Schedule 5.14(iii), upon entry of the Sale Order, other than the payment of Cure Costs; (i) no Seller will be in breach or default of its obligations under any Material Contract; (ii) no condition exists that with notice or lapse of time or both would constitute a default, by any Seller, a loss of material rights, result in the payment of any damages or penalties or result in the creation of any Liens thereunder or pursuant thereto other than Permitted Liens, under any Material Contract; and (iii) to Sellers' Knowledge, no other party to any Material Contract is in breach or default thereunder. None of the Material Contracts have been cancelled or otherwise terminated by Sellers, and Sellers have not delivered any written notice to any counterparty to such Material Contract regarding any such cancellation or termination by Sellers.

5.15 Insurance.

Schedule 5.15 sets forth a true, correct and complete list of all insurance policies held by Sellers or that name any Seller as an insured or loss payee, covering the property, assets, Employees and operations of the Business (including policies providing property, casualty, liability and workers' compensation coverage) and a list of all material pending claims under each of such insurance policies pertaining to the ownership and operation of the Business or the Acquired Assets. Such policies are in full force and effect (subject to periodic renewals thereof). Except as set forth on Schedule 5.15, Sellers have paid all premiums on such policies due and payable, or, if not yet due, have properly accrued for such payables. Since the Petition Date, to Sellers' Knowledge, Sellers have not done anything by way of action or inaction that invalidates any such policies in whole or in part. Sellers have within the past three (3) years reported all known material Claims or incidents to the respective insurers that have issued current and prior insurance policies insuring the Business to the extent that any such Claims or incidents would

reasonably be expected to create a covered event under the terms and conditions of such policies and Sellers were required to report them pursuant to the terms of the policies.

5.16 Brokers or Finders.

Except as set forth on Schedule 5.16, neither Sellers nor any of their Subsidiaries that are not Sellers have incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby for which Buyer is or will become liable, and, except as otherwise contemplated hereby, Sellers shall indemnify and hold harmless Buyer from any claims with respect to any such fees or commissions.

5.17 Affiliate Interests.

Other than any employment arrangements, compensation benefits, equity incentive compensation agreements, and travel advances entered into the Ordinary Course of Business, all Contracts between any Seller and any director, officer or Affiliate of any Seller (but not including another Seller or a Subsidiary of a Seller) are listed on Schedule 5.17. Other than employment arrangements, compensation benefits, equity incentive compensation agreements, and travel advances entered into in the Ordinary Course of Business, no such director, officer or Affiliate of any Seller controls or is a director, officer, employee or partner of, or consultant to, or lender to or borrower from or has the right to participate in the profits of, other than through the ownership of any publicly traded entity, (i) any Person which does business with any Seller or is competitive with the Business in any material respect, or (ii) any material property, asset or right which is used by any Seller. All Indebtedness of any such Affiliate to any Seller, and all Indebtedness of any Seller to any Affiliate of any Seller, is listed on Schedule 5.17.

5.18 Bank Accounts.

Schedule 5.18 sets forth a complete list of all bank accounts (including, any deposit accounts, securities accounts and any sub-accounts) of Sellers.

5.19 Undue Influence.

(a) Each Seller, and, to the Knowledge of Sellers, all of their respective directors, officers, agents or employees, has been for the past three (3) years and currently is in compliance in all material respects with, Anti-Corruption Laws and Sanctions, Anti-Money Laundering Laws and Export Control and Customs Laws.

(b) None of Sellers, or, to the Knowledge of Sellers, any directors, officers, agents or employees or Affiliates of Sellers or any of their Subsidiaries, or any other Person acting on their behalf has, (i) directly or indirectly, engaged in any Anti-Corruption Prohibited Activity, (ii) directly or indirectly engaged in any transaction or other business with a Restricted Party, or (iii) been or is the subject of any investigation by any Governmental Entity concerning compliance with Anti-Corruption Laws, Anti-Money Laundering Laws, Export Control and Customs Laws, or Sanctions. None of Sellers or any of their Subsidiaries, nor to the

Knowledge of Sellers any of their respective officers, directors, employees, Affiliates or agents acting on their behalf, is a Restricted Party.

5.20 Financial Statements.

(a) The Company's annual report on Form 10-K includes the consolidated balance sheets of the Company and its Subsidiaries as of, and consolidated statements of operations, comprehensive income, changes in stockholder's equity and cash flows for, the fiscal years ended December 31, 2018 and December 31, 2017, respectively (collectively, the "Audited Financial Statements"). The Audited Financial Statements have been prepared in accordance with generally accepted accounting principles ("GAAP") consistently applied in accordance with the Company's past practice throughout the periods indicated. Sellers have made available to Buyer unaudited condensed consolidated balance sheets for the Company and its Subsidiaries as of May 31, 2019 and the condensed consolidated statements of operations, stockholder's equity (deficit) and cash flows for the five (5)-month period ending May 31, 2019 (collectively, the "Unaudited Financial Statements"). The Unaudited Financial Statements have been prepared in accordance with GAAP consistently applied except for the absence of footnotes and customary year-end adjustments. The Audited Financial Statements and the Unaudited Financial Statements (together the "Financial Statements") (i) were prepared based on the books and records of Sellers and (ii) fairly present in all material respects the financial position of Sellers at and as of the dates specified and the results of their operations for the period covered, subject to customary year-end adjustments. The copies of the Financial Statements made available to Buyer are true, correct and complete copies of such Financial Statements.

(b) Except as set forth on Schedule 5.20(b), Sellers have no Liabilities of the type required by GAAP to be reflected on the Financial Statements, and there is no basis for any Action with respect to any such Liabilities, except in either case for (i) Liabilities set forth on the Financial Statements, (ii) Liabilities which have arisen since the date of the Unaudited Financial Statements in the Ordinary Course of Business (none of which is material and none of which relates to breach of contract, breach of warranty, tort, infringement, environmental, health or safety matters, violation of law or any Action) or (iii) Liabilities that are not material to the Business or the Acquired Assets taken as a whole.

5.21 Inventory.

All Inventory included in the Acquired Assets consists of a quantity and quality that is in all material respects usable and salable in the Ordinary Course of Business, subject only to the reserves for Inventory write-downs or unmarketable, obsolete, defective or damaged Inventory included in the latest balance sheet included in the Financial Statements.

5.22 Absence of Certain Changes.

(a) Since January 1, 2019 through the date hereof, there has not been a Material Adverse Effect.

(b) Except as set forth on Schedule 5.22(b), or as expressly contemplated by this Agreement or any other orders entered in the Bankruptcy Cases from and after January 1, 2019 through the date hereof, Sellers have not:

(i) except for executory contracts and unexpired leases rejected by Sellers with the prior written consent of Buyer, terminated, modified, amended or waived any material right or remedy under any Available Contract that is a Material Contract other than due to the expiration of the term or automatic renewals, in each case, in accordance with the terms of any such Available Contract that is a Material Contract;

(ii) purchased or otherwise acquired any material Acquired Asset (tangible or intangible) or sold, leased, licensed, transferred, abandoned, allowed to lapse, or otherwise disposed of any Acquired Assets, except for purchases of Inventory in the Ordinary Course of Business, (A) permitted, allowed or suffered any of the Acquired Assets to be subjected to any Encumbrance (other than Permitted Encumbrances), or (B) removed any (non-surplus) Equipment or other material assets (other than Inventory) from the Real Property other than in the Ordinary Course of Business;

(iii) disclosed any Trade Secrets to any Person, other than in the Ordinary Course of Business pursuant to a written confidentiality agreement;

(iv) suffered any material damage, destruction to, loss of, or any material interruption in the use of, any Acquired Assets whether or not covered by insurance;

(v) (A) increased the annual rate of base salary or any target bonus opportunity of any Employee whose annual rate of base salary prior to such increase was in excess of $200,000; (B) paid any bonus, benefit, or other direct or indirect incentive compensation (other than any such payments authorized pursuant to any first or second day orders in the Bankruptcy Case); (C) awarded any equity or equity-based compensation awards (whether phantom or equity) with respect to the equity of the Company or its Affiliates; (D) modified, amended or terminated any Benefit; (E) entered into any employment, compensation, severance, non-competition or similar contract (or amended any such contract) to which any Seller is a party; (F) entered into, established or adopted any new severance pay, termination pay, deferred compensation, bonus, or other compensation or employee benefit plan, program, policy or arrangement with respect to Employees that would be a Benefit Plan if it existed on the Execution Date (including any employment agreement, severance agreement, change of control agreement, or transaction or retention bonus agreements), (G) commenced contributions to, or the obligation to contribute to, a Multiemployer Plan, or (H) hired or terminated (other than for "cause") any individual with annual compensation in excess of $100,000, except, in the case of each of clauses (A) through (H), (i) to the extent required by any order of the Bankruptcy Courts or as required by applicable Legal Requirements; (ii) pursuant to the terms of any Benefit Plan, as in effect on the date hereof, set forth on Schedule 5.12(a); (iii) as required under the terms of any Canadian Multi-Employer Plan; or (iv) for immaterial changes to Benefit Plans available to all employees generally (other than changes that materially increase the amount, or accelerate (to any extent) the timing of the payment, funding or vesting of compensation or benefits);

(vi) changed in any material respect Sellers' accounting methods, principles or practices other than required by changes in GAAP;

(vii) made, changed or revoked any material election relating to Taxes, changed any annual accounting period for applicable Tax purposes, adopted or changed any Tax accounting method, filed any amended Tax Return, entered into any closing agreement, settled any claim or assessment, surrendered any right to claim a refund, offset or other reduction in Tax liability, or requested or consented to any extension or waiver of the limitation periods applicable to any claim or assessment with respect to Taxes, in each case that adversely affects the Business or the Acquired Assets;

(viii) commenced or settled any Proceeding with respect to the Business, or received any written notice that any Person was commencing or threatening to commence a Proceeding against any Seller with respect to the Acquired Assets;

(ix) allowed any material Permit held by any Seller to terminate, expire or lapse; or

(x) agreed or committed in writing to do any of the foregoing.

5.23 Warranties Exclusive.

EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE 5 (AS MODIFIED BY THE DISCLOSURE SCHEDULES) OR ANY OTHER TRANSACTION DOCUMENT, SELLERS MAKE NO REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AT LAW OR IN EQUITY, IN RESPECT OF ANY OF THEIR ASSETS (INCLUDING THE ACQUIRED ASSETS), LIABILITIES (INCLUDING THE ASSUMED LIABILITIES) OR THE BUSINESS, INCLUDING, WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY SUCH OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND NONE SHALL BE IMPLIED AT LAW OR IN EQUITY. NEITHER SELLERS NOR ANY OTHER PERSON, DIRECTLY OR INDIRECTLY, HAS MADE OR IS MAKING, ANY REPRESENTATION OR WARRANTY, WHETHER WRITTEN OR ORAL, REGARDING THE PRO-FORMA FINANCIAL INFORMATION, FINANCIAL PROJECTIONS OR OTHER FORWARD-LOOKING STATEMENTS OF SELLERS. NOTHING IN THIS SECTION 5.23 SHALL LIMIT BUYER'S OR ITS AFFILIATES' RIGHTS IN THE CASE OF FRAUD WITH RESPECT TO DETERMINING WHETHER THE CLOSING CONDITION SET FORTH IN SECTION 9.1 HAS BEEN SATISFIED.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Sellers as of the date hereof and as of the Closing Date as follows:

6.1 Organization and Good Standing.

Buyer is a corporation (or is an entity disregarded as separate from a corporation for U.S. federal income tax purposes), duly organized, validly existing and in good standing under the laws of the State of Delaware. Buyer has the requisite power and authority to own or lease and to operate and use its properties and to carry on its business as now conducted.

6.2 Authority; Validity; Consents.

Buyer has, subject to entry of the Sale Order, the requisite power and authority necessary to enter into and perform its obligations under this Agreement and the other Transaction Documents to which it is a party and to consummate the transactions contemplated hereby and thereby. Subject to entry of the Sale Order, the execution, delivery and performance of this Agreement and the other Transaction Documents by Buyer and the consummation by Buyer of the transactions contemplated herein and therein have been duly and validly authorized by all requisite limited liability company or corporate actions in respect thereof. Subject to entry of the Sale Order, this Agreement has been duly and validly executed and delivered by Buyer and each other Transaction Document to which Buyer is a Party will be duly and validly executed and delivered by Buyer, as applicable, at the Closing. Subject to entry of the Sale Order, this Agreement and the other Transaction Documents to which Buyer is a party constitute the legal, valid and binding obligation of Buyer (assuming the due authorization, execution and delivery by all other parties hereto and thereto), except in each case as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights generally or general principles of equity. Subject to entry of the Sale Order, except as required to comply with the HSR Act or as set forth on Schedule 6.2, Buyer is not nor will be required to give any notice to, make any registration, declaration or filing with or obtain any consent, waiver or approval from any Person in connection with the execution and delivery of this Agreement and the other Transaction Documents to which it is a Party or the consummation or performance of any of the transactions contemplated hereby or thereby, except for such notices, registrations, declarations or filings and consents, the failure of which to provide, make or obtain, would not, individually or in the aggregate, materially affect Buyer's ability to perform its obligations under this Agreement or any other Transaction Documents or to consummate the transactions contemplated hereby or thereby.

6.3 No Conflict.

Neither the execution and delivery by Buyer of this Agreement or the other Transaction Documents to which it is a party nor the consummation of the transactions contemplated hereby or thereby nor compliance by it with any of the provisions hereof or thereof (a) conflict with or result in a violation of (i) any provision of the organizational documents of

Buyer or (ii) any judgment, order, writ, injunction, decree, statute, law, ordinance, rule or regulation in any material respect binding upon Buyer or (b) other than as would not be material to the business of Buyer, violate, conflict with, or result in a breach of any of the terms of, or constitute a default under, or give rise to any right of termination, modification, cancellation or acceleration under (i) any note, bond, mortgage, indenture, deed of trust, contract, commitment, arrangement, license, agreement, lease or other instrument or obligation to which Buyer is a party or by which Buyer may be bound or to which any of Buyer's assets may be subject or affected in any material respect, or (ii) any material license, permit, authorization, consent, order or approval of, or registration, declaration or filings with, any Governmental Authority.

6.4 Brokers or Finders.

Except for arrangements made with PJT Partners, Inc., neither Buyer nor any Person acting on behalf of Buyer has paid or become obligated to pay any fee or commission to any broker, finder, investment banker, agent or intermediary for or on account of the transactions contemplated by this Agreement for which any Seller is or will become liable, and Buyer shall hold harmless and indemnify Sellers from any claims with respect to any such fees or commissions.

6.5 Legal Proceedings.

There is no Proceeding or Order pending against, or to Buyer's Knowledge, threatened against or affecting, Buyer before any arbitrator or any Governmental Authority which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement and the other Transaction Documents or which would or would reasonably be expected to materially impair Buyer's ability to consummate the transactions contemplated by this Agreement and the other Transaction Documents.

6.6 Financing.

Buyer shall, at the Closing (after giving effect to the Credit Bid and Release), shall have sufficient available funds to permit Buyer to pay the Cash Consideration and all other amounts to be paid or repaid by Buyer under the Transaction Documents to the extent payable on or about the Closing Date, including amounts to be paid for the Cure Costs.

6.7 Qualification.

(a) To Buyer's Knowledge, there exist no facts or circumstances that would cause, or be reasonably expected to cause, Buyer and/or its Affiliates not to qualify as "good faith" purchasers under Section 363(m) of the Bankruptcy Code.

(b) As of the Closing, Buyer and/or each relevant Buyer Designee, as applicable, will be capable of satisfying the conditions contained in Sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code with respect to the Assumed Contracts.

6.8 No Other Representations or Warranties; Condition of the Business; Buyer's Reliance.

Buyer acknowledges that neither Sellers nor any other Person is making, and Buyer is not relying on, any representations or warranties whatsoever, statutory, expressed or implied, written or oral, at law or in equity, beyond those expressly made by Sellers in Article 5 hereof (as modified by the Disclosure Schedules or in any other Transaction Document). Buyer acknowledges that, except as expressly set forth in Article 5 (as modified by the Disclosure Schedules or in any other Transaction Document), neither Sellers nor any other Person has, directly or indirectly, made any representation or warranty, statutory, expressed or implied, written or oral, at law or in equity, as to the accuracy or completeness of any information that Sellers furnished or made available to Buyer and its Representatives in respect of the Business, and Sellers' operations, assets, stock, Liabilities, condition (financial or otherwise) or prospects. Buyer acknowledges that neither Sellers nor any other Person, directly or indirectly, has made, and Buyer has not relied on, any representation or warranty, whether written or oral, regarding the pro-forma financial information, financial projections or other forward-looking statements of Sellers, and Buyer will make no claim with respect thereto. Buyer acknowledges that the Acquired Assets are being transferred on an "AS IS, WHERE IS" basis. Nothing in this Section 6.8 shall limit Buyer's or its Affiliates' rights in the case of Fraud with respect to determining whether the closing condition set forth in Section 9.1 has been satisfied.

6.9 Information.

Buyer has conducted such investigations of the Company and its Subsidiaries as it deems necessary and appropriate in connection with the execution and delivery of this Agreement and the other Transaction Documents to which Buyer is a party and the consummation of the transactions contemplated hereby and thereby. Buyer acknowledges that it and its Representatives have been permitted access to the books and records, facilities, equipment, Contracts, insurance policies (or summaries thereof) and other properties and assets of Sellers, and that it and its Representatives have had an opportunity to meet with the officers and employees of Sellers to discuss the Business. Neither Sellers nor any other Person (including any officer, director, member or partner of Sellers or any of their Affiliates) shall have or be subject to any liability to Buyer, or any other Person, resulting from Buyer's use of any information, documents or material made available to Buyer in any "data rooms", management presentations, due diligence or in any other form in expectation of the transactions contemplated hereby or by the other Transaction Documents, except to the extent that such information, documents or material are incorporated by reference into this Agreement or the Disclosure Schedules. Nothing in this Section 6.9 shall limit Buyer's or its Affiliates' rights in the case of Fraud with respect to determining whether the closing condition set forth in Section 9.1 has been satisfied.

ARTICLE 7

ACTIONS PRIOR TO THE CLOSING DATE

7.1 Access and Reports; Confidentiality.

(a) From and after the Execution Date through and including the Closing Date or the earlier termination of this Agreement in accordance with the provisions of Article 11, Sellers shall (i) afford Buyer and its Representatives reasonable access, upon

reasonable notice, to its personnel, properties, books, Permits, Contracts and records, and furnish promptly to Buyer all reasonable information concerning the Acquired Assets, the Business, properties, any Benefit Plans and personnel as may be reasonably requested; (ii) furnish to Buyer such financial and operating data and other information (including Tax Returns) relating to Sellers, the Business and the Acquired Assets as may be reasonably requested; (iii) permit Buyer, to make such reasonable inspections, including any soil or other environmental analysis subject to the restrictions of this Section 7.1, and, at Buyer's sole cost and expense, copies thereof as Buyer may require; and (iv) instruct the executive officers and senior business managers, counsel, auditors and financing advisors of Sellers to reasonably cooperate with Buyer and its Representatives regarding the same; provided, that any such access shall be conducted in a manner not to unreasonably interfere with the Business. All requests for information made pursuant to this Section 7.1 shall be directed to Houlihan Lokey, Attention: Adam L. Dunayer and Justin Zammit, 100 Crescent Court, Suite 900, Dallas, Texas 75201, or to such other person as designated by either such person or Sellers and the Sellers shall deliver any authorizations reasonably required by the Buyer to conduct its diligence on the Acquired Assets, subject to customary limitations. Notwithstanding the foregoing, Buyer and its Representatives shall not (A) have access to personnel records of Sellers relating to medical histories or other information which in Sellers' good faith opinion is sensitive or the disclosure of which could subject a Seller to risk of liability and (B) have any right to perform or conduct, or cause to be performed or conducted, any subsurface environmental sampling or testing at, in, on or underneath any of Sellers' properties without written consent from the Company, which consent shall not be unreasonably withheld, conditioned or delayed; provided, that no fact or condition discovered in connection with any such sampling or testing will constitute a basis for the failure of any Closing condition or result in any adjustment to the terms of this Agreement. No investigation pursuant to this Section 7.1 or by Buyer or its Representatives at any time prior to or following the date hereof shall affect or be deemed to modify any representation, warranty, covenant or agreement made by Sellers herein.

(b) Notwithstanding the foregoing, this Section 7.1 shall not require Sellers to permit any access to, or to disclose any information that, in the reasonable, good faith judgment (after consultation with outside counsel) of the Company, is reasonably likely to result in any violation of any Legal Requirement or any Contract to which the Company or any Seller is a party or cause any privilege (including attorney-client privilege) or work product protection that Sellers would be entitled to assert to be waived; provided, that, Sellers shall inform Buyer that such information is being withheld pursuant to this Section 7.1(b) and describe the information being so withheld, and the Parties shall reasonably cooperate in seeking to find a way to allow (but in a manner that would not waive the privilege) disclosure of such information.

(c) Information obtained by Buyer and its Affiliates and Representatives shall be subject to the provisions of the [Confidentiality Agreement]. The [Confidentiality Agreement] shall automatically terminate at the Closing.[11]

[11] **Note to Draft**: To reference the NDA in place regarding this transaction.

(d) Buyer acknowledges that its rights under this Section 7.1 are subject in all respects to the Bidding Procedures. In the event of any conflict between this Section 7.1 and the Bidding Procedures, the Bidding Procedures will control.

7.2 Operations Prior to the Closing Date.

Sellers covenant and agree that, except (w) as expressly contemplated by this Agreement, (x) as disclosed in Schedule 7.2, (y) with the prior written consent of Buyer (which consent shall not be unreasonably withheld, conditioned or delayed) or (z) to the extent required by the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the CCAA or any orders entered by the Bankruptcy Courts in the Bankruptcy Cases, after the Execution Date and prior to the Closing Date:

(a) Sellers shall:

(i) carry on the Business in the Ordinary Course of Business and use reasonable best efforts to maintain, preserve and protect the Acquired Assets in the condition in which they exist on the date hereof, except for ordinary wear and tear and except for replacements, modifications or maintenance in the Ordinary Course of Business;

(ii) maintain their books, accounts and records in the Ordinary Course of Business;

(iii) use commercially reasonable efforts to pay all post-petition Trade Payables and collect all Accounts Receivable after the Petition Date;

(iv) use commercially reasonable efforts to (A) retain the services of its current executive officers (or their successors) who are in good standing and who are necessary to conduct the Business as it is currently being conducted in all material respects and (B) maintain their relationships with and preserve for the Business the goodwill of their key suppliers and customers in all material respects (it being understood that no increases to any payments or compensation, including any incentive, retention or similar compensation, shall be required in respect of either clause (A) or (B) hereof or other expenditures of funds (other than pursuant to the existing terms of any Contracts) or modification of Contract terms);

(v) (A) comply in all material respects with all Legal Requirements applicable to them or having jurisdiction over the Business or any Acquired Asset, (B) comply in all material respects with contractual obligations applicable to or binding upon them pursuant to any Material Contracts (other than those obligations the compliance with which is excused during the Bankruptcy Case), and (C) maintain in full force and effect all material Permits and comply in all material respects with the terms of each such Permit (but only to the extent such Permits are necessary for the Business and the Acquired Assets in the Ordinary Course of Business);

(vi) cause any of their current property insurance policies with respect to the Business or any of the other Acquired Assets not to be canceled or terminated or any of the coverage thereunder to lapse unless, simultaneously with such termination, cancellation or lapse, replacement, policies providing coverage equal to or greater than the

coverage under the canceled, terminated or lapsed policies are in full force and effect, to the extent such coverage is reasonably available;

(vii) maintain each Buyer Benefit Plan in accordance with its terms and applicable Legal Requirements or, where such Buyer Benefit Plan is not maintained by a Seller, to comply with all of its obligations under the terms of such Buyer Benefit Plan and applicable Legal Requirements related thereto;

(viii) maintain, preserve and protect in full force and effect the existence of all Intellectual Property owned by a Seller and included in the Acquired Assets, except for abandonment of Intellectual Property that is de minimis to the Business in Sellers' reasonable business judgment; and

(ix) use commercially reasonable efforts not to take or agree to or commit to assist any other Person in taking any action (A) that would reasonably be expected to result in a failure of any of the conditions to the Closing or (B) that would reasonably be expected to impair the ability of Sellers or Buyer to consummate the Closing in accordance with the terms hereof or to materially delay such consummation.

(b) Sellers shall not, without Buyer's prior written consent:

(i) take any action enumerated in Section 5.22(b), except as set forth on Schedule 5.22(b);

(ii) assume, reject or assign any Material Contract, other than pursuant to Section 2.5;

(iii) enter into, materially amend or renew any Material Contract (other than automatic renewals of Material Contracts in the Ordinary Course of Business in accordance with the terms thereof as in effect on the Execution Date); or

(iv) (A) terminate (other than for "cause") or hire any management level, non-union Employees having annual base or guaranteed compensation in excess of $100,000; (B) increase the annual rate of base salary or any target bonus opportunity of any Employee whose annual rate of base salary prior to such increase was in excess of $100,000 except in accordance with the DIP Budget; (C) pay or award any bonus, benefit, or other direct or indirect incentive compensation (other than any such payments authorized pursuant to any first or second day orders in the Bankruptcy Case), or award or promise to award any equity or equity-based compensation awards (whether phantom or equity) with respect to the equity of the Company or its Affiliates; (D) modify, amend or terminate any Benefit Plan; (E) enter into any employment, compensation, severance, non-competition or similar contract (or amend any such contract) to which any Seller is a party; (F) enter into, establish or adopt any new severance pay, termination pay, deferred compensation, bonus, or other employee benefit plan with respect to Employees that would be a Benefit Plan if it existed on the Execution Date (including any employment agreement, severance agreement, change of control agreement, or transaction or retention bonus agreements), or (G) commence contributions to, or the obligation to contribute to, a Multiemployer Plan, except, in the case of each of clauses (B) through (G), (i) to the extent required by any order of the Bankruptcy Courts or as required by applicable Legal Requirements;

(ii) pursuant to the terms of any Benefit Plan set forth on Schedule 5.12(a), as in effect on the date hereof; (iii) as required under the terms of any Canadian Multi-Employer Plan; or (iv) for immaterial changes to Benefit Plans available to all employees generally (other than changes that materially increase the amount, or accelerate (to any extent) the timing of the payment, funding or vesting of compensation or benefits).

7.3 Regulatory Matters; Cooperation.

(a) Subject to Section 7.3(c), before [●], 2019 (or such later date as agreed in writing by all of the Parties hereto), (i) Sellers, on the one hand, and Buyer, on the other hand, shall each prepare and file, or cause to be prepared and filed, any notifications required to be filed under the HSR Act with the United States Federal Trade Commission and the Antitrust Division of the United States Department of Justice, and request early termination of the waiting period under the HSR Act.

(b) Buyer, on the one hand, and Sellers, on the other hand, shall promptly respond to any requests for additional information or documentary materials in connection with such filings and shall take all other actions necessary to cause the applicable waiting periods under the HSR Act to terminate or expire or be waived at the earliest practicable date after the date of filing. Buyer shall be responsible for payment of any applicable filing fees under the HSR Act, and each Party shall be responsible for any other payment of its own respective costs and expenses incurred by such Party (including attorneys' fees and other legal fees and expenses) associated with the preparation of its portion of any antitrust filings.

(c) Sellers, on the one hand, and Buyer, on the other hand, shall use commercially reasonable efforts to obtain (and Buyer shall cause its Subsidiaries to use commercially reasonable efforts to obtain), at the earliest practicable date, all necessary Governmental Authorizations and all necessary registrations, declarations and filings (including registrations, declarations and filings with Governmental Authorities, if any) and take all reasonable steps as may be necessary to avoid any Proceeding by any Governmental Authority. In addition to such actions and the actions to be taken under Section 7.3(a), Sellers, on the one hand, and Buyer, on the other hand, shall use commercially reasonable efforts to take (and Buyer shall cause its Subsidiaries to use commercially reasonable efforts to take), or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated hereby, including using commercially reasonable efforts to accomplish the following: (i) taking all reasonable acts necessary to cause the conditions precedent set forth in Article 9 and Article 10 to be satisfied; (ii) taking all reasonable acts necessary in connection with meeting with any Governmental Authority regarding the transferring of the Permits held by Sellers; and (iii) executing and delivering any additional instruments necessary to consummate the transactions contemplated hereby and to fully carry out the purposes of this Agreement.

(d) Sellers, on the one hand, and Buyer, on the other hand, shall, (i) promptly inform each other of any communication from any Governmental Authority concerning this Agreement, the transactions contemplated hereby, and any filing, notification or request for approval and (ii) permit the other to review in advance any proposed written or

material oral communication or information submitted to any such Governmental Authority in response thereto. In addition, none of Parties shall agree to participate in any meeting with any Governmental Authority in respect of any filings, investigation or other inquiry with respect to this Agreement or the transactions contemplated hereby, unless such Party consults with the other Parties in advance and, to the extent permitted by any such Governmental Authority, gives the other Parties the opportunity to attend and participate thereat, in each case to the maximum extent practicable. Subject to restrictions under any Legal Requirements, Buyer, on the one hand, and Sellers, on the other hand, shall furnish the other with copies of all correspondence, filings and communications (and memoranda setting forth the substance thereof) between it and its Affiliates and their respective Representatives on the one hand, and the Governmental Authority or members of its staff on the other hand, with respect to this Agreement, the transactions contemplated hereby (excluding documents and communications which are subject to preexisting confidentiality agreements or to the attorney-client privilege or work product doctrine or which refer to valuation of the Business are otherwise competitively-sensitive) or any such filing, notification or request for approval. Each Party shall also furnish the other Party with such necessary information and assistance as such other Party and its Affiliates may reasonably request in connection with their preparation of necessary filings, registration or submissions of information to the Governmental Authority in connection with this Agreement, the transactions contemplated hereby and any such filing, notification or request for approval.

(e) Subject to the terms and conditions of this Agreement, Buyer shall, and shall cause its Subsidiaries to, use commercially reasonable efforts to take any and all steps reasonably necessary to avoid or eliminate impediments under any Antitrust Law or the CTA that may be asserted by any Governmental Authority with respect to the transactions contemplated hereby so as to enable the Closing to occur as soon as reasonably possible; provided, that (i) Sellers shall not take any such action without the prior written consent of Buyer and (ii) Buyer shall not be obligated to (x) sell, divest or dispose of any assets or businesses of Buyer or any of its Subsidiaries, (y) commence any suit or proceeding or (z) take any such action if such action would be material to the Business or the Acquired Assets, taken as a whole.

(f) Assuming the accuracy of the representations and warranties of Sellers with respect thereto set forth in Section 5.2, Buyer expressly acknowledges and agrees that the Closing is not contingent upon, and may not be delayed or conditioned as a result of the failure to obtain, any required approvals under the Competition Act or the CTA.

7.4 Tax Cooperation.

Sellers and Buyer intend that Buyer's acquisition of the Acquired Assets be treated, and agree to cooperate in good faith to structure Buyer's acquisition of the Acquired Assets, for U.S. federal income tax purposes, as a taxable purchase of the Acquired Assets. Sellers and Buyer shall not take any position inconsistent with such treatment unless otherwise required pursuant to a "determination" within the meaning of Section 1313 of the Code.

7.5 Bankruptcy Court Matters; Milestones.[12]

(a) Sale and Bidding Procedures Motion and DIP Motion. In connection with the transactions contemplated by this Agreement, Sellers shall have filed with the U.S. Bankruptcy Court, as applicable, no later than the Petition Date (or such later date as agreed in writing by all of the Parties hereto), the proposed Sale and Bidding Procedures Motion and the proposed DIP Motion, in form and substance acceptable to Sellers, Buyer and, in the case of the DIP Motion, the agents under the DIP Facilities. Sellers shall affix a true and complete copy of this Agreement (without Disclosure Schedules) to the Sale and Bidding Procedures Motion filed with the U.S. Bankruptcy Court.

(b) CBA and MEPP Matters. No later than the Petition Date: (i) Sellers, Buyer and the Central States Plan (as defined in the Restructuring Term Sheet) shall execute the pension plan treatment agreement attached to the Restructuring Term Sheet as Exhibit 3, consistent with the CSPF Term Sheet, binding the Central States Plan, Buyer and Sellers to effectuate the terms and transactions contemplated by the CSPF Term Sheet; and (ii) the TNATINC (as defined in the Restructuring Term Sheet) shall have negotiated the modifications to their Existing CBA that are reflected in the CBA Term Sheet, and agreed to submit such modifications to the IBT (as defined in the Restructuring Term Sheet) membership for ratification;

(c) Interim DIP Order. Not later than two (2) Business Days following the Petition Date (or such later date as agreed in writing by all of the Parties), the U.S. Bankruptcy Court shall have entered the Interim DIP Order.

(d) Interim Recognition Order. As soon as reasonably practicable, but in any event not later than five (5) calendar days after the entry of the Interim DIP Order, the CCAA Court shall have entered the Interim Recognition Order.

(e) Final DIP Order and Bidding Procedures Order. As soon as reasonably practicable, but in any event no later than twenty-five (25) calendar days following the Petition Date (or such later date as agreed in writing by all of the Parties), the U.S. Bankruptcy Court shall have entered the Final DIP Order and Bidding Procedures Order.

(f) Final Recognition Order. As soon as reasonably practicable, but in any event not later than five (5) calendar days after the entry of the Final DIP Order and the Bidding Procedures Order, the CCAA Court shall have entered the Final Recognition Order and Bidding Procedures Recognition Order.

(g) Ratification of CBAs. Sellers shall obtain ratification of the Modified CBAs consistent with the CBA Term Sheet, the Restructuring Term Sheet, the CSPF Term Sheet, and the Restructuring Support Agreement no later than September 23, 2019; provided, however, and for the avoidance of doubt that any deviations between the Modified CBAs and the Restructuring Term Sheet, the CBA Term Sheet, the CSPF Term Sheet (as defined

[12] **Note to Draft**: To be to revised as appropriate given APA will be signed after filing date, with milestones conformed to final RSA milestones.

in the Restructuring Term Sheet) or the Restructuring Support Agreement, or any new provisions in the CBAs not contemplated by the Restructuring Term Sheet, the CBA Term Sheet, the CSPF Term Sheet, the CSPF Term Sheet, or the Restructuring Support Agreement, shall be subject to the consent of Buyer.

(h) Hybrid Plan Participation Agreement. Obtain entry by the U.S. Bankruptcy Court of an order approving the definitive documentation with the Central States Plan, including the Hybrid Plan Participation Agreement, no later than September 23, 2019.

(i) Bid Deadline. The bid deadline shall take place no later than [___] days of the Petition Date (the "Bid Deadline"). [13]

(j) Auction. No later than [___] days after the Bid Deadline, the Auction (as defined in the Bidding Procedures Order), if necessary, shall have been held pursuant to the Bidding Procedures Order. [14]

(k) Sale Order.

(i) Not later than sixty-five (65) calendar days following the Petition Date (or such later date as agreed in writing by all of the Parties hereto), the U.S. Bankruptcy Court shall have entered the U.S. Sale Order, which shall be in form and substance acceptable to Sellers and Buyer; and

(ii) Not later than five (5) calendar days following the entry of the U.S. Sale Order, the CCAA Court shall have entered the Canadian Sale Order.

(l) Contracts. Sellers shall serve on substantially all non-debtor counterparties to all of their Available Contracts a Cure Notice stating that Sellers are or may be seeking the assumption and assignment of such Available Contracts and shall notify such non-debtor counterparties of the deadline for objecting to the Cure Costs, if any, which deadline shall not be later than [●], 2019.

(m) Bankruptcy Filings. From and after the Execution Date and until the Closing Date, Sellers shall deliver to Buyer, no less than three (3) days in advance of Sellers' filing or submission thereof, drafts of any and all material pleadings, motions, notices, statements, schedules, applications, reports and other papers to be filed or submitted in connection with this Agreement for Buyer's prior review and comment by Sellers, and such filings shall be acceptable to Buyer in its reasonable discretion to the extent they relate to the Acquired Assets, any Assumed Liabilities or any of Buyer's obligations hereunder. Sellers agree to diligently prosecute the entry of the Interim DIP Order, the Final DIP Order and the Sale Order as provided herein. In the event the entry of the Interim DIP Order, the Final DIP Order or the Sale Order shall be appealed, Sellers and Buyer shall use their reasonable efforts to defend such appeal. Sellers shall comply with all notice requirements imposed by the Sale Order in connection with any pleading, notice or motion to be filed in connection herewith.

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[13] **Note to Draft**: Timing to be conformed to Bidding Procedures Order.
[14] **Note to Draft**: Timing to be conformed to Bidding Procedures Order.

7.6 Update of Disclosure Schedules: Notice of Developments.

(a) Disclosure Schedules. The parties hereto acknowledge that the Disclosure Schedules attached to this Agreement as of the Execution Date (the "Signing Disclosure Schedules") are not final and remain subject to further update by Sellers. Sellers shall deliver updated, final Disclosure Schedules (the "Final Disclosure Schedules") as soon as practicable following the Petition Date, but in any event no later than ten (10) calendar days after the Petition Date, in order to provide time for the Final Disclosure Schedules to be agreed no later than five (5) calendar days prior to the date of the hearing seeking entry of the Bidding Procedures Order. Upon receipt of the Final Disclosure Schedules, Buyer shall have until five (5) calendar days prior to the date of the hearing seeking entry of the Bidding Procedures Order to accept any material updates which are included in such Final Disclosure Schedules, or to otherwise terminate this Agreement pursuant to Section 11.1(d)(vii); provided, that Buyer may only exercise such termination right so long as the material updates included in such Final Disclosure Schedules (i) are materially adverse (which shall not be construed as being equivalent to a Material Adverse Effect) to Buyer, the Acquired Assets or the Assumed Liabilities, (ii) relate to events or circumstances arising prior to the date hereof and not included in the Signing Disclosure Schedules, (iii) do not relate to any Contracts, assets or liabilities that may be rejected by Buyer in accordance with the terms of this Agreement without material impact to the Business, and (iv) do not relate to any assets or liabilities that are Excluded Assets or Excluded Liabilities as of the date hereof. If such Final Disclosure Schedules are accepted by Buyer, the date upon which such acceptance occurs is referred to herein as the "Final Disclosure Schedules Date". Buyer acknowledges that the Signing Disclosure Schedules are incomplete and that Sellers will not be deemed to be in breach of any provision of this Agreement (and no condition to the Closing will be deemed to have failed) due to an omission or inaccuracy in the Signing Disclosure Schedules, so long as such omission or inaccuracy is addressed in the Final Disclosure Schedules.

(b) Notice of Developments. Sellers shall promptly notify Buyer of, and furnish Buyer any information it may reasonably request with respect to, any event that would reasonably be expected to cause any of the conditions set forth in Article 9 not to be fulfilled.

7.7 Transition of Business.

From and after the Execution Date until the Closing Date or earlier termination of this Agreement, Sellers shall use commercially reasonable efforts to assist Buyer in accomplishing a smooth transition of the Business from Sellers to Buyer, including, holding discussions with respect to personnel policies and procedures, and other operational matters relating to the Business.

7.8 Sale Free and Clear.

On the Closing Date, the Acquired Assets shall be transferred to Buyer and/or one or more Buyer Designees, as applicable, free and clear of all Encumbrances and Liabilities (including, for the avoidance of doubt all successor liability, including any successorship obligations under any Existing CBA (to the extent such Existing CBA is rejected and not

assumed by Buyer at the Closing) and/or with respect to any Benefit Plan that is not an Acquired Asset), other than (i) the Permitted Encumbrances, (ii) the Assumed Liabilities and (iii) any successor Liabilities that arise by operation of Canadian Legal Requirement.

ARTICLE 8

ADDITIONAL AGREEMENTS

8.1 Taxes.

(a) From and after the Closing, Sellers and Buyer agree to furnish or cause to be furnished to each other, upon reasonable request, as promptly as practicable, such information and assistance relating to the Business and the Acquired Assets (including access to books and records and Tax Returns and related working papers dated before Closing) as is reasonably necessary for the filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any audit by any taxing authority, the prosecution or defense of any claims, suit or proceeding relating to any Tax, and the claiming by Buyer of any federal, state, provincial or local business tax credits or incentives that Buyer may qualify for in any of the jurisdictions in which any of the Acquired Assets are located; provided, however, that neither Buyer nor Sellers shall be required to disclose the contents of its income Tax Returns to any Person other than the Parties. Any expenses incurred in furnishing such information or assistance pursuant to this Section 8.1 shall be borne by the requesting party. Notwithstanding the foregoing, this Section 8.1 shall not require Sellers to permit any access to, or to disclose any information that, in the reasonable, good faith judgment (after consultation with outside counsel) of the Company, is reasonably likely to result in any violation of any Legal Requirement or cause any attorney-client privilege or work product protection that Sellers would otherwise be validly entitled to assert to be waived in full; provided, that, the Parties shall reasonably cooperate in seeking to find a way to allow disclosure of such information to the extent doing so (A) would not (in the good faith belief of the Company (after consultation with outside counsel, which may be in-house counsel)) be reasonably likely to result in the violation of any such Legal Requirement or Contract or be reasonably likely to cause such privilege or work product protection to be waived in full with respect to such information or (B) could reasonably (in the good faith belief of the Company (after consultation with outside counsel)) be managed through the use of customary "clean-room" arrangements pursuant to which non-employee Representatives of Buyer could be provided access to such information.

(b) Buyer shall pay all Transfer Taxes for which Buyer is liable under applicable state or local Transfer Tax Law. Buyer, at its own cost and expense, shall file all necessary Tax Returns and other documentation with respect to all such Transfer Taxes, and, if required by applicable Law, Sellers will join in the execution of any such Tax Returns and other documentation.

(c) Buyer (or the applicable Buyer Designee) and each Canadian Borrower shall jointly make, if determined to be available and provided Buyer or applicable Buyer Designee is registered under the GST Act and QST Legislation and provides its registration number to Sellers prior to the Closing Date, the election provided for under each of section 167 of the GST Act and section 75 of the QST Legislation (and any equivalent election

applicable under provincial legislation) so that no GST/HST or QST (or similar provincial Tax) will be payable in respect of the purchase of the Acquired Assets by Buyer (or the applicable Buyer Designee) contemplated by this Agreement. Buyer (or the applicable Buyer Designee) and the Canadian Borrowers shall complete the election forms in respect of such elections and Buyer (or the applicable Buyer Designee) shall file such elections no later than the due date for Buyer's GST/HST or QST return, as applicable, for the first reporting period in which GST/HST would, in the absence of filing such elections, become payable in connection with the purchase of the Acquired Assets contemplated by this Agreement Notwithstanding such election(s), in the event it is determined by the Canada Revenue Agency or Revenue Quebec (or another applicable provincial Governmental Authority) that there is a liability of Buyer (or the applicable Buyer Designee) to pay, or of a Seller to collect and remit, any Taxes payable under the GST and HST Legislation or the QST Legislation (or any applicable provincial legislation) in respect of the sale and transfer of the Acquired Assets, such Taxes shall be paid by Buyer (or the applicable Buyer Designee).

(d) Buyer hereby acknowledges that the supply of any Owned Real Property in Canada that is not the subject of an election under section 167 of the GST Act shall be taxable under the GST Act. In that case, however, Buyer and Sellers acknowledge that such supply shall be subject to the provisions of subsections 221(2) and 228(4) of the GST Act, thereby relieving the Sellers of their obligation to collect the GST/HST in respect of such supply. Buyer undertakes to, or to cause the applicable Buyer Designee to, self-assess all GST/HST payable with respect to the supply of any Owned Real Property situated in Canada that is not subject to an election under section 167 of the GST Act. Buyer represents and warrants that such GST/HST shall be accounted for, in accordance with the GST Act, in its (or the applicable Buyer Designee's) GST/HST return for the reporting period during which such GST/HST becomes payable, which returns shall be filed, along with all required remittances, on or before the statutory deadline for filing such returns. Provided that Buyer (or the applicable Buyer Designee) delivers to Sellers on or prior to Closing a certificate substantially in the form attached hereto as **Exhibit F** (the "GST Undertaking"), Buyer (or the applicable Buyer Designee) shall not be obliged to remit to the applicable Seller payment of any GST/HST relating to such supplies but will remain exclusively liable for the payment of such GST/HST.

(e) Each Canadian Borrower and Buyer (or the applicable Buyer Designee) shall jointly, if determined to be available, execute an election under section 22 of the Canadian Tax Act (and any equivalent election applicable under provincial legislation) with respect to the sale of the Accounts Receivable and shall designate therein the portion of the Purchase Price allocated to such Accounts Receivable under Section 3.2 as consideration paid by Buyer (or the applicable Buyer Designee) for such Accounts Receivable. The Canadian Borrowers and Buyer (or the applicable Buyer Designee) shall each file such elections forthwith after the Closing Date (and, in any event, with their respective income Tax Returns for the taxation year in which Closing Date occurs).

(f) At least five (5) Business Days prior to the Closing, Sellers shall provide Buyer with a written schedule identifying each Acquired Asset that is a "United States real property interest" within the meaning of Section 897(c)(1) of the Code (or any similar provision of state, local or foreign Law).

8.2 Bulk Sales.

To the extent required by or permissible under the Bankruptcy Code or required under the CCAA, the Sale Order shall provide either that (i) Sellers have complied with the requirements of any Legal Requirement relating to bulk sales and transfer or (ii) compliance with the Legal Requirements relating to bulk sales and transfers is not necessary or appropriate under the circumstances.

Prior to the Closing Date the Canadian Borrowers shall have obtained, at their expense, and shall have delivered to the Buyer certificates pursuant to the PST Acts stating that all amounts owing by such Sellers under the PST Acts have been paid.

8.3 Payments Received.

Sellers, on the one hand, and Buyer, on the other hand, each agree that, after the Closing, in the event that (i) any Seller receives any payment of cash, checks with appropriate endorsements (using commercially reasonable efforts not to convert such checks into cash) or other property from a third party after the Closing Date pursuant to any of the Assumed Contracts (or with respect to the operation by Buyer of the Business or any Acquired Asset during the post-Closing period) and to the extent such payment is not in respect of an Excluded Asset or an Excluded Liability, or (ii) Buyer or any of its Affiliates receives any payment of cash, checks with appropriate endorsements (using commercially reasonable efforts not to convert such checks into cash) or other property from a third party after the Closing on account of, or in connection with, any Excluded Asset or which is otherwise payable for the account of any Seller pursuant to this Agreement, then such receiving Party will hold and will promptly transfer and deliver such payment to the other Party, as promptly as practicable but in any event within fifteen (15) days after such receipt, and will notify such third party to remit all future payments to the appropriate Party.

8.4 Assumed Contracts: Adequate Assurance and Performance.

Buyer shall, and shall cause its Subsidiaries to, use commercially reasonable efforts to provide adequate assurance of the future performance by Buyer of each Assumed Contract as required under Section 365 of the Bankruptcy Code. Buyer and Sellers agree that they will promptly take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Assumed Contracts pursuant to Section 365 of the Bankruptcy Code, such as furnishing timely requested and factually accurate affidavits, non-confidential financial information and other documents or information for filing with the Bankruptcy Courts and making Buyer's and Sellers' Representatives available to testify before the Bankruptcy Courts.

8.5 Employee Matters.

(a) Employees. No later than five (5) Business Days prior to the Closing Date, (i) Seller shall notify its Employees located in the United States of the termination of their Employment by Seller that will be effective on, but conditioned upon the occurrence of, the Closing, and (ii) except as required by applicable Canadian Legal Requirements, Buyer shall offer employment only to such Seller Employees as are designated by Buyer no later than five

(5) Business Days prior to the Closing Date, with such offers to be effective on, but conditioned upon the occurrence of, the Closing. With respect to non-union-represented Employees of Seller and any union-represented Employees who are not subject to a Collective Bargaining Agreement that is an Assumed Contract, Buyer shall set the initial terms and conditions of employment for such Employees, including wages, benefits, job duties and responsibilities and work assignment, and shall determine which such Employees will be offered employment in Buyer's sole discretion, except as, but only to the extent, required by applicable Legal Requirements. With respect to union-represented Employees who are subject to Collective Bargaining Agreements that are Assumed Contracts (if any), such Employees shall be offered employment in accordance with the terms of such Collective Bargaining Agreement, provided, however, that any such Employee who is away from work on leave or layoff status as of the Closing Date shall be entitled to recall, if it all, in accordance with the terms of their applicable Collective Bargaining Agreement and applicable Legal Requirements. Except as required by applicable Canadian Legal Requirements, with respect to any Employee who is not actively employed on the Closing Date due to a long-term disability or extended leave of absence and who is entitled to an offer of employment from Buyer under applicable Legal Requirements (including the terms of any Collective Bargaining Agreement that is an Assumed Contract), such offer of employment by Buyer will be provided upon such Employee seeking reinstatement with Buyer and otherwise in accordance with such Legal Requirements. Only Employees who are offered and accept offers of employment with Buyer based on the foregoing terms and conditions and who actually commence employment with Buyer will become "Buyer Employees" after the Closing. Notwithstanding the foregoing, nothing herein will, after the Closing Date, impose on Buyer any obligation to retain any Buyer Employee in its employment for any amount of time or on any terms and conditions of employment. Except as otherwise required by Legal Requirement, specified in this Agreement, or otherwise agreed in writing by Buyer, Buyer shall not be obligated to provide any severance, separation pay, or other payments or benefits, including any key employee retention payments, to any Employee on account of any termination of such Employee's employment on or before the Closing Date, and such benefits (if any) shall remain obligations of Sellers.

(b) Access to Information. Subject to Section 7.7, after the Execution Date, Sellers shall provide Buyer, its Affiliates, and their Representatives with reasonable access to the Employees and with information, including employee records and Benefit Plan data, reasonably requested by Buyer and such Affiliates, except as otherwise prohibited by Legal Requirements.

(c) Benefit Plans. Buyer shall not assume the sponsorship of, or any Liabilities under or related to any Benefit Plan or Multiemployer Plan. Notwithstanding the foregoing, with respect to each Benefit Plan set forth on Schedule 5.11(a)(iv), to the extent Seller provides to Buyer, within ten (10) calendar days after the Petition Date, Benefit Plan documentation and sufficient information to enable Buyer to confirm which Benefit Plans (if any) can be transferred to Buyer without exposing Buyer to material Liabilities and/or are required to be maintained by Buyer pursuant to a Collective Bargaining Agreement that is an Assumed Contract, Buyer may determine that it will assume such Benefit Plan, will notify Seller of such determination, and, in the event of such notice, the Parties agree that Schedule 8.5(c) shall be added to this Agreement listing such Benefit Plans (such plans, the "Buyer Benefit Plans"), and Sellers shall transfer to Buyer, and Buyer shall assume sponsorship of, and the

obligations under, those Buyer Benefit Plans consistent with Section 2.3(e) of this Agreement as Assumed Liabilities. Notwithstanding anything to the contrary in this Section 8.5(c), the Buyer Benefit Plans shall include any Benefit Plan or Canadian Multi-Employer Plan where participation in such plan is provided for under the Canadian CBAs, to the extent required by any applicable Legal Requirement in Canada. The Buyer Benefit Plans shall be assumed by and assigned to Buyer as of the Closing Date (or such Buyer Affiliates as Buyer so directs) in the manner described in this Agreement. To the extent that service is relevant for purposes of eligibility and vesting, but not accrual, under any 401(k) or group health or welfare employee benefit plan of Buyer or its Subsidiaries, and to the extent permitted under the terms of such plan, Buyer shall, to the extent permitted under the terms of its and its Affiliates' applicable plans, credit (or cause to be credited) the Buyer Employees for service earned prior to the Closing with Sellers to the same extent and for the same purpose as such service was credited to such Buyer Employee under the corresponding Benefit Plan as of the Closing; provided that duplication of benefits would not result. To the extent the Buyer Employees and their eligible dependents enroll in any newly established group health benefit plan of Buyer or its Subsidiaries that replace a corresponding Benefit Plan in the year in which Closing occurs ("New Buyer Health Plan"), Buyer shall, to the extent permitted under the terms of the New Buyer Health Plan, waive, or cause such waiver of, any preexisting condition limitations applicable to such Buyer Employees to the same extent such limitations were waived under the corresponding Benefit Plan for such individual. In addition, subject to the terms of, and to the extent permitted by, the applicable New Buyer Health Plan, Buyer shall (i) waive all waiting periods under such New Buyer Health Plan otherwise applicable to the Buyer Employees and their eligible dependents, other than waiting periods that are in effect with respect to such individuals as of the Closing to the extent not satisfied under the corresponding Benefit Plan, and (ii) provide each Buyer Employee and his or her dependents with corresponding credit under such New Buyer Health Plan for any co-payments and deductibles paid by them under Sellers' applicable corresponding Benefit Plans during the portion of the respective plan year prior to the Closing. At any time and from time to time after the Execution Date, Sellers and Buyer shall take, or cause to be taken, any and all actions necessary to effectuate the terms of this Section 8.5(c), including taking all action necessary to assign and assume and adopt each Buyer Benefit Plan in the manner contemplated by this Agreement effective as of the Closing. Prior to the Closing, Sellers shall reasonably cooperate with Buyer and its Affiliates and give commercially reasonable assistance as Buyer may reasonably request in order to effectuate the foregoing. Nothing herein shall prohibit Buyer or its Affiliates, as applicable, from terminating, amending, or otherwise affecting any Buyer Benefit Plan, at any time and from time to time following the Closing. Notwithstanding anything to the contrary in this Agreement, no Seller will be deemed to be in breach of any of the representations and warranties in Sections 5.12(d) and 5.12(i)-(p) of this Agreement applicable to Benefit Plans that are not designated as Buyer Benefit Plans on Schedule 8.5(c), and the condition to the Closing described in Section 9.1 will not be deemed to have failed as a result of any such breach related to such Excluded Benefit Plan.

(d) Change of Control, Severance or Similar Benefits. Prior to the Closing Date, and to the extent necessary to implement this sentence, Sellers shall, to the extent permitted by applicable Legal Requirements and provided that the terms of the applicable Buyer Benefit Plan or any other agreement with the beneficiary under such Buyer Benefit Plan and any other applicable agreement or arrangement with the affected participant or beneficiary permit such amendments and other actions to be made unilaterally and without the consent of any other

party, amend all Buyer Benefit Plans and take or cause to be taken all other actions as may be required or necessary to provide that (i) the transactions contemplated hereunder shall not constitute a "change of control" (or similar transaction) for purposes of providing, enhancing or accelerating benefits or payments under any such Buyer Benefit Plans, and (ii) severance or separation payments and/or benefits (including payments of accrued vacation) shall not be payable to any Buyer Employee on account of the termination of such employee's employment with Sellers, and that the termination by Sellers of any Buyer Employee shall not constitute a "separation from service" under Treasury Regulations Section 1.409A-1(h). To the extent the amendments and other actions described in the preceding sentence require the consent of the affected participant or beneficiary, Sellers shall use their commercially reasonable efforts to obtain such consents prior to the Closing Date.

(e) Payroll Taxes. For purposes of payroll taxes with respect to the Buyer Employees, Sellers shall treat the transactions contemplated by this Agreement, as a transaction described in Treasury Regulation Sections 31.3121(a)(1)-1(b)(2) and 31.3306(b)(1)-(b)(2) (i.e., Buyer shall be treated as a successor for payroll tax purposes); and as such, Sellers and Buyer shall report on a predecessor/successor basis as set forth under the "Standard Procedure" provided in Section 4 of Revenue Procedure 2004-53, 2004-2 C.B. 320.

(f) WARN Act. Provided that on or before the Closing Date Sellers have provided Buyer with a true and complete list, by date and location, of all Employee layoffs implemented by Sellers during the 90-day period preceding the Closing Date, Buyer shall be responsible for, and shall indemnify and hold Sellers harmless from, all Liabilities that arise under the WARN Act as a result, in whole or in part, of the actions or omissions of Buyer or any of its Affiliates occurring after the Closing Date. Sellers shall be responsible for, and shall indemnify and hold Buyer harmless from, all Liabilities that arise under the WARN Act solely as a result of the actions or omissions of Sellers on or before the Closing Date. Unless otherwise agreed to by Sellers and Buyer, no later than sixty (60) days prior to the Closing Date Sellers shall issue WARN Act notices to potentially affected Employees and all other parties required by Legal Requirement, such notices to be in a form acceptable to Buyer.

(g) No Third-Party Beneficiaries; Employment Status. All provisions contained in this Agreement with respect to employee benefit plans or compensation of Buyer Employees are included for the sole benefit of the respective parties hereto. Nothing contained herein (i) shall confer upon any Employee or former, current or future employee of Sellers or Buyer or any legal representative or beneficiary thereof any rights or remedies, including any right to employment or continued employment, of any nature, for any specified period; (ii) shall cause the employment status of any former, present or future Employee to be other than terminable at will; or (iii) shall confer any third party beneficiary rights upon any Buyer Employee or any dependent or beneficiary thereof or any heirs or assigns thereof.

(h) Withdrawal from Multiemployer Pension Plans. Effective prior to the Closing, the applicable Sellers shall, subject to the Hybrid Plan Participation Agreement, permanently cease to have an obligation to contribute to all Multiemployer Plans, and shall terminate participation in and completely withdraw from all multiemployer pension plans (other than the Canadian Multi-Employer Plans) to which they are currently obligated to make contributions.

8.6 Post-Closing Books and Records; Properties; and Personnel.

From and after the Closing Date for a period of three (3) years, each Party shall provide the other Parties (and their respective Representatives, including any trustee in bankruptcy of any Seller) with access, at reasonable times, upon reasonable notice and in a manner so as not to unreasonably interfere with their normal business, to the assets, books, records, systems and other property and any employees of the other Parties so as to enable Buyer and Sellers to prepare Tax, financial or court filings or reports, to respond to court orders, subpoenas or inquiries, investigations, audits or other proceedings of Governmental Authorities, to prosecute and defend legal Actions or for other like purposes, including Claims, objections and resolutions, and to enable Sellers to wind down the Business. During such three-(3) year period, each Party (and their respective Representatives, including any trustee in bankruptcy of any Seller) shall be permitted to make copies of any books and records described in this Section 8.6, subject to the confidentiality requirements set forth in Section 7.1. If any Party desires to dispose of any such books and records, such Party shall, thirty (30) days prior to such disposal, provide the other Party with a reasonable opportunity to remove or copy such records to be disposed of at the removing Party's expense. Buyer shall retain such books and records for a period of seven (7) years following the Closing. Nothing in this Section 8.6 shall prevent any Seller from liquidating or dissolving following the Closing in accordance with an order by the Bankruptcy Court.

8.7 Casualty Loss.

Notwithstanding any provision in this Agreement to the contrary, if, before the Closing, all or any portion of the Acquired Assets is condemned or taken by eminent domain, or is damaged or destroyed by fire, flood or other casualty, Sellers shall notify Buyer promptly in writing of such fact, and (a) in the case of condemnation or taking, Sellers shall assign or pay, as the case may be, any condemnation or taking proceeds thereof (of which are payable to Sellers) to Buyer at the Closing, and (b) in the case of fire, flood or other casualty to the Acquired Assets, Sellers shall, at Buyer's option, either use insurance proceeds to restore such damage, or to the extent such proceeds were not previously applied, assign the insurance proceeds therefrom to Buyer at Closing.

8.8 Change of Name.

Promptly following the Closing, each Seller shall, and shall cause its direct and indirect Subsidiaries to, discontinue the use of its current name (and any other trade names or "d/b/a" names currently utilized by each Seller or its direct or indirect Subsidiaries) and shall not subsequently change its name to or otherwise use or employ any name which includes the words "Jack Cooper" without the prior written consent of Buyer, and each Seller shall cause the names of Sellers in the caption of the Bankruptcy Cases to be changed to the new names of each Seller as provided in the last sentence of this Section 8.8; provided, however, that each Seller and each of its direct and indirect Subsidiaries may use its current name (and any other trade name or "d/b/a" names currently utilized by each Seller or its direct or indirect Subsidiaries) included on any business cards, stationery and other similar materials following the Closing for a period of up to ninety (90) days solely for purposes of winding down the affairs of each Seller, provided that when utilizing such materials, other than in incidental respects, each Seller and each of its

direct and indirect Subsidiaries shall use commercially reasonable efforts to indicate its new name and reference its current name (and any other trade names or "d/b/a" names currently utilized by each Seller or its direct Subsidiaries) as "formally known as" or similar designation. From and after the Closing, except as otherwise set forth in this Agreement (including this Section 8.8), each Seller covenants and agrees not to use or otherwise employ any Trademark that is likely to cause confusion with any Acquired Assets. Within sixty (60) days following the Closing, Sellers shall file all necessary organizational amendments with the applicable Secretary of State or equivalent Governmental Authority of each Seller's jurisdiction of formation and in each jurisdiction in which each such Seller is qualified to do business and with the Bankruptcy Courts to effectuate the foregoing.

8.9 No Successor Liability.

Except as required by applicable Canadian Legal Requirement, the Parties intend that upon the Closing, Buyer shall not be deemed to: (a) be the successor of or successor employer to any of the Sellers, (b) have any common law successor liability in relation to any Multiemployer Plan, including with respect to withdrawal liability or contribution obligations; (c) have, *de facto*, or otherwise, merged with or into Sellers; (d) be a mere continuation or substantial continuation of Sellers or the enterprise(s) of Sellers; or (e) be liable for any acts or omissions of Sellers in the conduct of the Business or operation or administration of the Benefit Plans or Multiemployer Plans or arising under or related to the Acquired Assets, other than as specifically set forth in this Agreement. Without limiting the generality of the foregoing, and except as otherwise provided in this Agreement, the Buyer shall not be liable for any Encumbrances (other than Assumed Liabilities and Permitted Encumbrances) against any Seller or any of its predecessors or Affiliates, and Buyer shall have no successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date or whether fixed or contingent, existing or hereafter arising, with respect to the Business, the operation or administration of the Benefit Plans or Multiemployer Plans, the Acquired Assets or any Liabilities of any Seller arising prior to the Closing Date. The Parties agree that the provisions substantially in the form of this Section 8.9 shall be reflected in the Sale Order.

8.10 Liens.

Buyer agrees to direct that the Liens securing the Junior Credit Agreements and any Liens under the DIP Facilities in favor of Solus to be released and terminated with respect to the Acquired Assets.

8.11 [RESERVED].[15]

8.12 Assumed Workers' Compensation Programs.

During the period from the date hereof through the date that is three (3) Business Days prior to the date scheduled for the Auction in the Bidding Procedures Order entered by Bankruptcy Court, Buyer may add or remove any workers' compensation program or insurance

[15] **Note to Draft**: Parties to agree on an insurance transition process after insurance policies are provided, and in any event by the time the APA is signed.

from Schedule 1.1(a) in its sole discretion after good faith discussion with the Sellers. Any such policies added to Schedule 1.1(a) in accordance with this Section 8.12 shall be considered Acquired Assets, and any such policies removed from Schedule 1.1(a) in accordance with this Section 8.12 shall be considered Excluded Assets, for all purposes of this Agreement.

8.13 Adjustments to Wind-Down Amount.

Within forty-five (45) days following the Petition Date, the Company will provide the lenders under the DIP Facilities with a reasonably detailed budget for the Wind-Down Amount setting forth the expenses projected to be incurred by Sellers to effectuate such winding down of their estates, such budget to be negotiated in good faith by the parties, but shall in any case not exceed (x) $250,000 .or (y) such greater amount as agreed by Buyer, in its sole discretion, following review of a budget prepared by Sellers to fund the wind down and dissolution of Sellers' and their Affiliates estates (including, for the avoidance of doubt, the necessary professional fees) following the Closing Date, which shall be funded into an escrow account on the Closing Date.

ARTICLE 9

CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER TO CLOSE

The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to fulfillment, at or prior to the Closing, of each of the following conditions, any one or more of which may be waived by Buyer in writing, in its sole and absolute discretion:

9.1 Accuracy of Representations.

The representations and warranties of Sellers set forth in Article 5, disregarding all qualifications contained herein relating to materiality, Material Adverse Effect or similar qualification or exception, shall be true and correct in all respects at and as of the Closing Date with the same effect as though such representations and warranties had been made at and as of the Closing Date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of such date), except, in each case, where the failure of such representations and warranties to be true and correct would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Buyer shall have received a certificate of Sellers to such effect signed by a duly authorized officer of each Seller.

9.2 Sellers' Performance.

The covenants and agreements that Sellers are required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been performed and complied with in all material respects and Buyer shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof.

9.3 No Order.

No Governmental Authority shall have enacted, issued, promulgated, decreed or entered any Order or Legal Requirement, which is in effect and has the effect of restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement, and there shall be no Proceeding pending before any Governmental Authority which seeks to enjoin or prohibit the consummation of the transactions contemplated by this Agreement.

9.4 Governmental Authorizations.

(a) To the extent that the HSR Act is applicable, any waiting period (and any extension thereof) thereunder and the antitrust legislation of any other relevant jurisdiction applicable to the purchase of the Acquired Assets or the Business contemplated by this Agreement shall have expired or shall have been terminated; and

(b) Subject to Section 2.5, all of the Closing Required Permits (if any) shall have been transferred to, or obtained by, Buyer, except for any such Closing Required Permits the absence of which would not be material and adverse to the operation of the Acquired Assets following the Closing.

9.5 Sellers' Deliveries.

Each of the deliveries required to be made to Buyer pursuant to Section 4.3 shall have been so delivered.

9.6 Sale Order.

The Bankruptcy Courts shall have entered the Sale Order.

9.7 Assumed Contracts.

The Bankruptcy Courts shall have approved and authorized, other than with respect to Cure Costs, the assumption and assignment of each Assumed Contract, except as would not have a material effect on the Business from and after the Closing.

9.8 Material Adverse Effect.

Since the Execution Date, no Material Adverse Effect shall have occurred.

9.9 Collective Bargaining Agreements.[16]

To the extent Buyer refuses to assume any of the Existing CBAs and such CBAs are treated as Excluded Asset hereunder:

(a) [(i) the U.S. Bankruptcy Court shall have determined that Sellers can sell the Acquired Assets free and clear of any successor clauses in any collective bargaining agreements, or (ii) the U.S. Bankruptcy Court shall have granted a motion acceptable to Buyer filed by the applicable Seller pursuant to Section 1113(c) of the Bankruptcy Code authorizing the applicable Seller to reject the applicable collective bargaining agreement; or

(b) prior to September 23, 2019, all relevant Union(s)will have successfully ratified and executed a new or amended Collective Bargaining Agreement with Buyer, with all terms and conditions therein consistent in all material respects with the Restructuring Support Agreement and the CBA Term Sheet.]

9.10 Exit Facilities.

(a) The Exit First Lien Term Loan Facility shall have been entered into by each of the parties thereto in full and final satisfaction, compromise, settlement, release, discharge and exchange for all obligations outstanding under the First Lien Term Loan Facility; and

(b) [The Exit Revolver Facility shall have been entered into by each of the parties thereto in full and final satisfaction, compromise, settlement, release, discharge and exchange for all obligations outstanding under the U.S. Revolver Facility and the Canadian Sub-Facility.]

9.11 Withdrawal from Multiemployer Pension Plans.

The applicable Sellers (a) shall have made no payments or contributions to any Multiemployer Plan after June 30, 2019 (except as permitted under the CBA Term Sheet with respect to Multiemployer Plans other than the Central States Plan) and (b) shall have, effective no later than immediately prior to the Closing, (i) permanently ceased to have an obligation to contribute to all Multiemployer Plans, (ii) terminated participation in and (iii) completely withdrawn from all multiemployer pension plans to which they are currently obligated to make contributions. To the extent an assumed Existing CBA or Modified CBA provides for participation in the Central States, Southeast and Southwest Areas Pension Plan ("Central States Plan"), the Parties shall have entered into the Hybrid Plan Participation Agreement.

[16] **Note to Draft**: To be updated as appropriate pending finalization of plan with respect to the CBA.

9.12 DIP Financing Orders; DIP Term Loan Credit Agreement; Restructuring Support Agreement.

The DIP Financing Orders, the DIP Term Loan Credit Agreement and the Restructuring Support Agreement shall not have been validly terminated.

ARTICLE 10

CONDITIONS PRECEDENT TO THE OBLIGATION OF SELLERS TO CLOSE

The obligations of Sellers to consummate the transactions contemplated by this Agreement are subject to fulfillment, at or prior to the Closing, of each of the following conditions, any one or more of which may be waived by Sellers in writing, in their sole and absolute discretion:

10.1 Accuracy of Representations.

The representations and warranties of Buyer set forth in Article 6, disregarding all qualifications contained herein relating to materiality, Material Adverse Effect or similar qualification or exception, shall be true and correct in all respects at and as of the Closing Date with the same effect as though such representations and warranties had been made at and as of the Closing Date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of such date), except, in each case, where the failure of such representations and warranties to be true and correct would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Buyer to consummate the transactions contemplated by this Agreement. Sellers shall have received a certificate of Buyer to such effect signed by a duly authorized officer of Buyer.

10.2 Buyer's Performance.

The covenants and agreements that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been performed and complied with in all material respects, and Sellers shall have received a certificate of Buyer to such effect signed by a duly authorized representative thereof.

10.3 No Order.

No Governmental Authority shall have enacted, issued, promulgated, decreed, or entered any Order or Legal Requirement, which is in effect and has the effect of restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement, and there shall be no Proceeding pending before any Governmental Authority which seeks to enjoin or prohibit the consummation of the transactions contemplated by this Agreement.

10.4 Governmental Authorizations.

To the extent that the HSR Act is applicable, any waiting period (and any extension thereof) thereunder and the antitrust legislation of any other relevant jurisdiction

applicable to the purchase of the Acquired Assets or the Business contemplated by this Agreement shall have expired or shall have been terminated.

10.5 Buyer's Deliveries.

Each of the deliveries required to be made to Sellers pursuant to Section 4.2 shall have been so delivered, and Buyer shall have paid the Purchase Price in full pursuant to Section 3.1.

10.6 Sale Order.

Subject to Section 2.5, the Bankruptcy Courts shall have entered the Sale Order.

10.7 Exit Facilities.

(a) The Exit First Lien Term Loan Facility shall have been entered into by each of the parties thereto in full and final satisfaction, compromise, settlement, release, discharge and exchange for all obligations outstanding under the First Lien Term Loan Facility; and

(b) [The Exit Revolver Facility shall have been entered into by each of the parties thereto in full and final satisfaction, compromise, settlement, release, discharge and exchange for all obligations outstanding under the U.S. Revolver Facility and the Canadian Sub-Facility.]

10.8 Buyer Liquidity.

Buyer, or the applicable Buyer Designees, together with their subsidiaries, shall have at least $20,000,000 of Liquidity on a pro forma basis after taking into effect the consummation of the transactions contemplated hereby and incurrence or assumption of the Exit Facilities.

10.9 Restructuring Support Agreement.

The Restructuring Support Agreement shall not have been validly terminated.

ARTICLE 11

TERMINATION

11.1 Termination Events.

Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated at any time prior to the Closing only as follows.

(a) other than as contemplated by the Bidding Procedures, automatically upon the U.S. Bankruptcy Court's entry of an order approving an Alternative Transaction.

(b) by mutual written consent of Sellers and Buyer;

(c) by written notice from either Sellers or Buyer:

(i) if a Governmental Authority issues a final, non-appealable ruling or Order permanently restraining, enjoining or otherwise prohibiting consummation of the transactions contemplated hereby where such ruling or Order was not requested, encouraged or supported by any of Sellers or Buyer; provided that the right to terminate this Agreement under this Section 11.1(c)(i) shall not be available to any Party whose willful failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur;

(ii) if the Closing shall not have occurred on or prior to November [19], 2019[17] (the "Outside Date"); provided, however, that if the Closing has not occurred by such date, but on such date all of the conditions set forth in Article 9 and Article 10 have been satisfied or waived (to the extent such conditions may be waived) other than the conditions set forth in Sections 9.4 and 10.4, then the Outside Date shall automatically be extended until thirty (30) days after such initial Outside Date (and such extended date shall be deemed to be the "Outside Date" for all purposes hereunder); provided, further that the terminating Party under this Section 11.1(d)(ii) is not (at such time of termination) in breach of any representation, warranty, covenant or other agreement in this Agreement so as to cause any conditions to Closing not to be satisfied and shall not have been the proximate cause of the failure of the Closing to occur on or prior to the Outside Date;

(iii) if, at the end of the Auction, Buyer is not determined by Sellers to be the (A) prevailing bidder or (B) backup bidder with respect to the Acquired Assets; provided that in the event Buyer is determined to be the backup bidder with respect to the Acquired Assets, then, this Agreement will terminate automatically without further action by any Party upon the earlier to occur of (x) the closing of a successful bid and (y) the date that is sixty (60) days after the date of the sale hearing;

(iv) if the U.S. Bankruptcy Court shall have entered an Order dismissing, or converting into cases under chapter 7 of the Bankruptcy Code, any of the cases commenced by Sellers under chapter 11 of the Bankruptcy Code and comprising part of the Bankruptcy Cases; provided, further that the terminating Party under this Section 11.1(c)(iv) is not (at such time of termination) in breach of any representation, warranty, covenant or other agreement in this Agreement;

(v) upon the final, non-appealable ruling or denial of the Governmental Authorizations described in Sections 9.4 and 10.4 and required to be obtained by Closing; or

(vi) upon the termination of the Restructuring Support Agreement in accordance with its terms.

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[17] **Note to Draft**: To be 105 days after the Petition Date.

(d) by written notice from Buyer:

(i) if any of the events set forth in clauses (a) through (l) of Section 7.5 shall not have occurred by the respective dates set forth therein;

(ii) if any Seller seeks to have the Bankruptcy Courts enter an Order dismissing, or converting into cases under chapter 7 of the Bankruptcy Code, any of the cases commenced by Sellers under chapter 11 of the Bankruptcy Code and comprising part of the Bankruptcy Cases, or if a responsible officer or an examiner with enlarged powers is appointed (other than a fee examiner) relating to the operation of Sellers' businesses pursuant to Section 1104 of the Bankruptcy Code and the order of appointment is not vacated or reversed within fourteen (14) days after the entry thereof;

(iii) in the event of any breach of, or failure to perform, by Sellers of any of their agreements, covenants, representations or warranties contained herein or in the Sale Order, which breach or failure to perform (A) would result in a condition set forth in Article 9 not to be satisfied and (B) cannot be cured within ten (10) Business Days after Buyer notifies Sellers of such breach in writing; provided that Buyer shall not have a right of termination pursuant to this Section 11.1(d)(iii) if it is then in material breach of any of its agreements, covenants, representations or warranties contained herein or in the Sale Order;

(iv) if, Buyer (other than as a result of Buyer's own breach of this Agreement) is unable, pursuant to Section 363(k) of the Bankruptcy Code, to credit bid in payment of all or any portion of the Purchase Price as set forth in Section 3.1 (other than the Assumed Liabilities and the cash portion of the Purchase Price);

(v) upon the valid termination of the DIP Financing Orders or DIP Term Loan Credit Agreement in accordance with their respective terms; or

(vi) upon a termination pursuant to Section 7.6(a), subject to the limitations set forth therein.

(e) by written notice from Sellers:

(i) in the event of any breach of, or failure to perform, by Buyer of any of its agreements, covenants, representations or warranties contained herein or in the Sale Order, which breach or failure to perform (A) would result in a condition set forth in Article 10 not to be satisfied and (B) cannot be cured within ten (10) Business Days after Sellers notify Buyer of such breach in writing; provided that Sellers shall not have a right of termination pursuant to this Section 11.1(e) if Sellers are then in material breach of any of their agreements, covenants, representations or warranties contained herein or in the Sale Order;

(ii) if, following the occurrence of an Event of Default under (and as defined in) the DIP Term Loan Credit Agreement and the Company's delivery to Solus of a written notice of such Event of Default by the Company and request for a waiver thereof, Solus has not waived such default in writing within five (5) Business Days following the Company's delivery of such written notice; or

Each condition set forth in this Section 11.1 shall be considered separate and distinct from each other such condition. If more than one of the termination conditions set forth in this Section 11.1 are applicable, the applicable party shall have the right to choose the termination condition pursuant to which this Agreement is to be terminated.

11.2 Effect of Termination.

In the event of termination of this Agreement by Buyer or Sellers pursuant to this Article 11, this Agreement shall become null and void and have no effect, and all rights and obligations of the Parties under this Agreement shall terminate without any Liability of any Party to any other Party (other than as expressly provided herein); provided, that the provisions of Sections 7.1(c) (Access and Reports; Confidentiality), 11.1 (Termination Events), 11.3 (Expense Reimbursement), 12.9 (Expenses), 12.10 (Governing Law, Consent to Jurisdiction and Venue; Jury Trial Waiver) and this Section 11.2 (and, to the extent applicable to the interpretation or enforcement of such provisions, Article 1), shall expressly survive the termination of this Agreement. If this Agreement is terminated in the circumstances set forth in Section 11.3, then Sellers shall pay to Buyer the Expense Reimbursement amount, as applicable, subject to and in accordance with Section 11.3, and Buyer's right to enforce payment(s) thereof shall survive the termination of this Agreement. Notwithstanding anything to the contrary in this Agreement, (a) the maximum liability of Buyer for monetary damages based on any breach of this Agreement or for any claim based on tort, breach of contract or otherwise that relates to or arises out of this Agreement or the transactions contemplated hereby shall be equal to the reasonable and documented out-of-pocket costs, fees and expenses incurred by Sellers after the Petition Date (including fees and expenses of their respective legal, accounting and financial advisors) in connection with the development, execution, delivery and approval by the Bankruptcy Court of this Agreement and the transactions contemplated hereby to the extent such out-of-pocket costs, fees and expenses have not otherwise been paid or reimbursed as of such time and (b) the maximum liability of Sellers for monetary damages based on any breach of this Agreement or for any claim based on tort, breach of contract or otherwise that relates to or arises out of this Agreement or the transactions contemplated hereby shall be the amount of the Expense Reimbursement in accordance with Section 11.3. Nothing in this Section 11.2 shall limit Buyer's or Sellers' (or any of their respective Affiliates') rights in the case of Fraud.

11.3 Expense Reimbursement.

(a) If this Agreement is terminated pursuant to Section 11.1(a) or 11.1(c)(iii), and Sellers close an alternative transaction with respect to the sale of the Acquired Assets for an aggregate purchase price that is greater than the Purchase Price hereunder, then Sellers shall pay to Buyer in cash no later than the date that is the later of (i) the closing date of such alternative transaction and (ii) two (2) Business Days following receipt of documentation supporting the request for reimbursement of out-of-pocket costs, fees and expenses equal to the reasonable and documented out-of-pocket costs, fees and expenses incurred by Buyer after the Petition Date (including fees and expenses of their respective legal, accounting and financial advisors) in connection with the development, execution, delivery and approval by the Bankruptcy Court of this Agreement and the transactions contemplated hereby to the extent such out-of-pocket costs, fees and expenses have not otherwise been paid or reimbursed as of such time ("Expense Reimbursement").

(b) The obligations of Sellers to pay the Expense Reimbursement amount as provided herein shall be entitled to superpriority administrative expense status pursuant to sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code, and shall be senior to all other general administrative expense claims and superpriority administrative expense claims granted such status pursuant to sections 503(b)(1) and 507(a)(2) thereof, but subject to the Carve-Out (as defined in the DIP Term Sheet) and prior payment in full of the First Lien Term Loan Facility.

(c) Sellers agree and acknowledge that Buyer's due diligence, efforts, negotiation, and execution of this Agreement have involved substantial investment of management time and have required significant commitment of financial, legal, and other resources by Buyer and its Affiliates, and that such due diligence, efforts, negotiation, and execution have provided value to Sellers and, in Sellers' reasonable business judgment, is necessary for the preservation of the value of Sellers' estate. Sellers further agree and acknowledge that the Expense Reimbursement amount is reasonable in relation to Buyer's efforts, Buyer's lost opportunities from pursuing this transaction, and the magnitude of the transactions contemplated hereby. The provision of the Expense Reimbursement amount is an integral part of this Agreement, without which Buyer would not have entered into this Agreement.

ARTICLE 12

GENERAL PROVISIONS

12.1 Survival.

All covenants and agreements contained herein which by their terms are to be performed in whole or in part, or which prohibit actions, subsequent to the Closing shall, solely to the extent such covenants and agreements are to be performed, or prohibit actions, subsequent to the Closing, survive the Closing in accordance with their terms until fully performed or satisfied. All other covenants and agreements contained herein, and all representations and warranties contained herein or in any certificated deliveries hereunder shall not survive the Closing and shall thereupon terminate, including any Actions for damages in respect of any breach or inaccuracy thereof. Nothing in this Section 12.1 shall limit Buyer's or its Affiliates' rights in the case of Fraud but only to the extent contemplated by Section 12.16.

12.2 Confidentiality.

Following the Closing, each Seller agrees not to, and to cause its Subsidiaries not to, disclose any confidential or non-public information concerning the Acquired Assets, the Business, the negotiation or existence and terms of this Agreement or the business affairs of Buyer or the Assumed Liabilities ("Confidential Information") except disclosure of Confidential Information (excluding Personal Information) that (a) was or is lawfully obtained from a source that, to the knowledge of such Seller, was not under an obligation of confidentiality to Buyer or Sellers with respect to such information, (b) is independently developed by such Seller without violating any of its obligations under this Agreement, (c) is or becomes available to the public through no action of such Seller, (d) is or may be necessary to wind down any of Sellers' estates,

or in connection with the enforcement of the rights of, or the defense of any Proceeding against or involving, any Seller provided that the Confidential Information is afforded confidential treatment, in each case subject to providing Buyer with a reasonable opportunity to review prior to disclosure, to the extent permitted by Legal Requirements (e) primarily relates to any Excluded Assets and/or Excluded Liabilities, or (f) is or may be necessary in connection with the Bankruptcy Cases provided that the Confidential Information is afforded confidential treatment, subject to providing Buyer with a reasonable opportunity to review three (3) days prior to disclosure, to the extent permitted by Legal Requirements. Notwithstanding the foregoing, a Seller may disclose Confidential Information if such Seller believes (upon the advice of counsel) it is legally required to make such disclosure in order to comply with applicable law, regulation, rule or legal, judicial or administrative process (including any rule, regulation or policy statement of (i) any organized securities exchange, market or automated quotation system on which the Company's securities are listed or quoted, (ii) any self-regulatory organization of which a party is a member) or (iii) in connection with the Bankruptcy Cases if so required under the Bankruptcy Code or Bankruptcy Court local rules. If a Seller or any of its Representatives becomes required (including by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) or it becomes necessary in connection with the Bankruptcy Cases to disclose any of the Confidential Information, such Seller or Representative shall use reasonable efforts to provide Buyer with prompt notice, to the extent allowed by law, rule and regulation, of such requirement so that Buyer may seek an appropriate protective order. Each Seller agrees to disclose only that portion of the Confidential Information which it believes it is necessary or required to disclose and to use commercially reasonable efforts to obtain confidential treatment of such Confidential Information.

12.3 Public Announcements.

Prior to the Closing, unless otherwise required by applicable Legal Requirement or by obligations of Buyer or Sellers or their respective Affiliates pursuant to any listing agreement with or rules of any securities exchange, Buyer, on the one hand, and Sellers, on the other hand, shall consult with each other before issuing any press release or otherwise making any public statement with respect to this Agreement or the transactions contemplated hereby and shall not issue any such release or make any such statement without the prior written consent of the other (such consent not to be unreasonably withheld, conditioned or delayed). From and after the Closing, the Parties may make public statements with respect to this Agreement or the transactions contemplated hereby so long as such announcements do not disclose the specific terms or conditions of this Agreement except where such terms and conditions have already been disclosed as required by Legal Requirement or by obligations of Buyer or Sellers or their respective Affiliates pursuant to any listing agreement with or rules of any securities exchange; provided, that the issuing party shall use its commercially reasonable efforts to consult with the other party with respect to the text thereof to the extent practicable. Notwithstanding the foregoing, Buyer may disclose information regarding the transactions contemplated by the Agreement or the other Transaction Documents (a) to any of its direct or indirect equity holders, Affiliates, Representatives and its and their respective Affiliates' financing sources, so long as such Persons are informed of the confidential nature of such information and Buyer shall liable for any failure by such Person to hold in confidence such information under this Section 12.3, (b) for purposes of compliance with its or their respective Affiliates' financial reporting obligations or (c) in connection with its or their respective Affiliates' fundraising or marketing activities, so

long as such Persons are informed of the confidential nature of such information and Buyer shall be liable for any failure by such Person to hold in confidence such information under this Section 12.3.

12.4 Notices.

All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by overnight courier or email transmission:

(a) If to Sellers, then to:

Jack Cooper Investments, Inc.
630 Kennesaw Due West Road
Kennesaw, GA 30152
Attn: Theo Ciupitu
Email: tciupitu@jackcooper.com

with a copy (which shall not constitute notice) to:

King & Spalding LLP
1180 Peachtree Street, N.E.
Atlanta, GA 30309
Attn: Rahul Patel
Sarah Borders
John Hyman
Email: rpatel@kslaw.com
sborders@kslaw.com
jhyman@kslaw.com

and

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Attn: Kelley A. Cornish
Brian S. Hermann
Email: kcornish@paulweiss.com
bhermann@paulweiss.com

(b) If to Buyer:

JC Buyer Company, Inc.
410 Park Avenue, 11th Floor
New York, NY 10022
Attn: Tom Higbie
Stephen Blauner
Email: thigbie@soluslp.com

sblauner@soluslp.com
with a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60654
Attn: Marc Kieselstein, P.C.
Alexandra Schwarzman
Email: marc.kieselstein@kirkland.com
alexandra.schwarzman@kirkland.com
and

Kirkland & Ellis LLP
333 South Hope Street
Los Angeles, CA 90071
Attn: Tana M. Ryan, P.C.
Email: tryan@kirkland.com

or to such other person or address as any party shall specify by notice in writing to the other party. All such notices, requests, demands, waivers and communications shall be deemed to have been received on the date on which so personally-delivered or emailed or delivered by overnight courier.

12.5 Waiver.

The terms, covenants, representations, warranties or conditions may be waived only by the Party waiving compliance. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement shall operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power, or privilege shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by Legal Requirements, (a) no waiver that may be given by a Party shall be applicable except in the specific instance for which it is given, and (b) no notice to or demand on one Party shall be deemed to be a waiver of any right of the Party giving such notice or demand to take further action without notice or demand.

12.6 Entire Agreement; Amendment.

This Agreement (including the Disclosure Schedules and the Exhibits), the Sale Order, and the other Transaction Documents supersede all prior agreements, negotiations and discussions, whether written or oral, between Buyer, on the one hand, and Sellers, on the other hand, with respect to the subject matter hereof and constitute a complete and exclusive statement of the terms of the agreements between Buyer, on the one hand, and Sellers, on the other hand, with respect thereto. This Agreement may not be amended, modified or supplements except by a written agreement executed by each of the Parties.

12.7 Assignment.

This Agreement, and the rights, interests and obligations hereunder, shall not be assigned by any Party by operation of law or otherwise without the express written consent of all of the other Parties (which consent may be granted or withheld in the sole discretion of such other Party) and any assignment in contravention of this Section 12.7 shall be null and void *ab initio*; provided, however, that, subject to compliance with Section 4.4, Buyer shall be permitted to assign all or part of its rights or obligations hereunder to (a) one or more Buyer Designees, (b) at or following the Closing, any of its rights to any of Buyer's financing sources as collateral or (c) following the Closing, to any successor or purchaser of all or part of the business of Buyer or any of its Subsidiaries without the prior consent of Sellers; provided, further, that Sellers shall be permitted to assign their rights hereunder in part to the acquiror of any Excluded Assets or Excluded Liabilities without the prior consent of Buyer; provided that no such assignment shall relieve Sellers from their liabilities or obligations hereunder, other than with respect to such Excluded Assets or Excluded Liabilities.

12.8 Severability.

The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible; and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability.

12.9 Expenses.

Except as otherwise expressly provided in this Agreement, whether or not the transactions contemplated by this Agreement are consummated, the Parties shall bear their own respective expenses (including all compensation and expenses of counsel, financial advisors, consultants, actuaries and independent accountants) incurred in connection with this Agreement and the transactions contemplated hereby.

12.10 Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto.

(b) Without limitation of any Party's right to appeal any Order of the Bankruptcy Courts, (i) the Bankruptcy Courts shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions

contemplated hereby and (ii) any and all claims relating to the foregoing shall be filed and maintained only in the applicable Bankruptcy Court, and the Parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Courts and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action or Proceeding; provided, however, that, if the U.S. Bankruptcy Case has been closed pursuant to Section 350(a) of the Bankruptcy Code, all Actions and Proceedings arising out of or relating to this Agreement shall be heard and determined in a New York state court or a federal court sitting in the state of New York, and the Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such Action or Proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action or Proceeding. The Parties consent to service of process by mail (in accordance with Section 12.4) or any other manner permitted by law.

(c) THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SELLERS, BUYER OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

12.11 Counterparts.

This Agreement and any amendment hereto may be executed in two or more counterparts, each of which shall be deemed to be an original of this Agreement or such amendment and all of which, when taken together, shall constitute one and the same instrument. Notwithstanding anything to the contrary in Section 12.4, delivery of an executed counterpart of a signature page to this Agreement or any amendment hereto by telecopier, facsimile or email attachment that contains a portable document format (.pdf) file of an executed signature shall be effective as delivery of a manually executed counterpart of this Agreement or such amendment, as applicable.

12.12 Parties in Interest; Third Party Beneficiaries; No Amendment.

This Agreement and the other Transaction Documents shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Except with respect to the parties released and/or exculpated pursuant to Section 12.16, this Agreement and the other Transaction Documents are for the sole benefit of the Parties and their permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind. Notwithstanding anything to the contrary, nothing in this Agreement shall constitute an amendment to any Benefit Plan.

12.13 Remedies.

Neither the exercise of nor the failure to exercise a right of set-off or to give notice of a claim under this Agreement will constitute an election of remedies or limit Sellers or Buyer in any manner in the enforcement of any other remedies that may be available to any of them, whether at law or in equity.

12.14 Specific Performance.

Each Party recognizes that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by them in accordance with the terms hereof or were otherwise breached, and that monetary damages alone would not be adequate to compensate the non-breaching Party or Parties for their injuries. Accordingly, a non-breaching Party shall be entitled to injunctive relief to enforce the terms and provisions of this Agreement. If any Action or Proceeding is brought by the non-breaching Party or Parties to enforce any of the terms or provisions of this Agreement pursuant to this Section 12.14, the Party in breach shall waive the defense that there is an adequate remedy at law. Each Party agrees to waive any requirement for the security or posting of any bond in connection with any Action or Proceeding seeking specific performance of such terms or provisions and that the only permitted objection that it may raise in response to any action for specific performance of such terms or provisions is that it contests the existence of a breach or threatened breach of such provisions. The rights set forth in this Section 12.14 shall be in addition to any other rights which a Party may have at law or in equity pursuant to this Agreement.

12.15 Sellers' Representative; Reliance.

Subject to entry of the Sale Order, Sellers, jointly and severally, by their execution of this Agreement, hereby agree that, as of the Execution Date:

(a) The Company is authorized, and empowered to act, in connection with, and to facilitate the consummation of, the transactions contemplated by this Agreement and the other Transaction Documents and in connection with any activities to be performed by Sellers under this Agreement and the other Transaction Documents, for the purposes and with the powers, and authority set forth in this Agreement, which will include the sole power and authority:

(i) to receive and distribute the Purchase Price or any other amount paid in connection with this Agreement or the other Transaction Documents to Sellers or to the Persons legally entitled thereto;

(ii) to enforce and protect the rights and interests of Sellers arising out of or under or in any manner relating to this Agreement and the other Transaction Documents (including in connection with any claims related to the transactions contemplated hereby and thereby) and, in connection therewith, to (A) assert any claim or institute any action, (B) investigate, defend, contest or litigate any action initiated by Buyer or any other Person pursuant to this Agreement and the other Transaction Documents and receive process on behalf of each Seller in any such action and compromise or settle on such terms as the Company will determine to be appropriate, give receipts, releases and discharges on behalf of all or any Seller with respect to any such action, (C) file any proofs, debts, claims and petitions as the Company may deem advisable or necessary, (D) settle or compromise any claims related to the transactions contemplated by this Agreement and the other Transaction Documents, (E) assume, on each Sellers' behalf, the defense of any claims related to the transactions contemplated by this Agreement and the other Transaction Documents, and (F) file and prosecute appeals from any decision, judgment or award rendered in any of the foregoing actions;

(iii) to enforce or refrain from enforcing any right of any Seller (prior to the Closing) and/or of the Company arising out of or under or in any manner relating to this Agreement or the other Transaction Documents;

(iv) to take any action to be taken by one or more Sellers under or in connection with this Agreement or the other Transaction Documents; or

(v) to make, execute, acknowledge and deliver all such other Contracts, guarantees, orders, receipts, endorsements, notices, requests, instructions, certificates, stock powers, letters and other writings, and, in general, to do any and all things and to take any and all action that the Company, in its sole and absolute discretion, may consider necessary or proper or convenient in connection with or to carry out the activities described in Section 12.15(a)(i) through Section 12.15(a)(iii) and the transactions contemplated by this Agreement and the Transaction Documents.

(b) The Company's power and grant of authority is (i) coupled with an interest and is irrevocable and survives the bankruptcy or liquidation of any Seller and will be binding on any successor thereto; and (ii) may be exercised by the Company acting by signing as the representative of any Seller.

(c) Buyer and its Affiliates and representatives may conclusively and absolutely rely, without inquiry, upon the notice, consent, waiver or any other action of the Company as the notice, consent, waiver or such other action of each Seller (and may ignore any action taken or notice given by any Seller other than the Company) in all matters relating to this Agreement, the Transaction Documents or the transactions contemplated hereby and thereby. Any document delivered, payment made or notice delivered by or on behalf of Buyer or its Affiliates to, or action taken by or on behalf of Buyer or its Affiliates with respect to, the Company shall be deemed to have been delivered or paid to, or taken with respect to, all Sellers. Any amounts to be paid by Buyer to Sellers pursuant to this Agreement shall be divided by Sellers among themselves in accordance with their respective entitlements, but may be paid by Buyer to the Company. Sellers shall be jointly and severally liable for any amounts due to be paid or owed by Sellers to Buyer pursuant to this Agreement.

12.16 No Liability; Releases.

(a) (i) No past, present or future director, officer, manager, employee, incorporator, member, partner or equityholder or other Affiliates of (A) Sellers, or (B) Buyer, and (ii) none of the lenders or agents under the Junior Credit Agreements, the DIP Facilities or the Exit Facilities, in any case, shall have any Liability for any obligations or liabilities of Sellers or Buyer, as applicable, under this Agreement or any agreement, document or instrument entered into in connection herewith of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby. Any claim or cause of action based upon, arising out of, or related to this Agreement or any agreement, document or instrument contemplated hereby may only be brought against Persons that are expressly named as parties hereto or thereto, and then only with respect to the specific obligations set forth herein or therein. Other than the Parties, no other party shall have any Liability or obligation for any of the representations, warranties, covenants, agreements, obligations or liabilities of any party under this Agreement or

the agreements, documents or instruments contemplated hereby or of or for any Proceeding based on, in respect of, or by reason of, the transactions contemplated hereby or thereby (including the breach, termination or failure to consummate such transactions), in each case whether based on contract, tort, strict liability, other Legal Requirements or otherwise and whether by piercing the corporate veil, by a claim by or on behalf of a Party or another Person or otherwise. Nothing in this Section 12.16(a) shall limit Buyer's or its Affiliates' rights in the case of Fraud.

(b) Effective upon the Closing Date, and subject to entry of the Sale Order (with any discrepancy between the release provided in the Sale Order and this Agreement being controlled by the Sale Order), each Seller acknowledges that it has no claim, counterclaim, setoff, recoupment, action or cause of action of any kind or nature whatsoever against any of the individuals or entities within the Buyer Group or any lenders or agents under the Junior Credit Agreements or the Exit Facilities, that directly or indirectly arises out of, is based upon, or is in any manner connected with any Prior Event, the Excluded Assets or the Excluded Liabilities (collectively, the "Seller Released Claims"); and, should any Seller Released Claims nonetheless exist, each Seller hereby (i) releases and discharges each member of the Buyer Group and each lender and agent under the Junior Credit Agreements and the Exit Facilities from any liability whatsoever on such Seller Released Claims that directly or indirectly arises out of, is based upon, or is in any manner connected with the Seller Released Claims, and (ii) releases, remises, waives and discharges all such Seller Released Claims against the Buyer Group and any lender and agent under any of the Junior Credit Agreements and the Exit Facilities; provided that nothing herein shall release the Buyer or any Buyer Designee of its obligations under this Agreement (including the Disclosure Schedules and the Exhibits), the Sale Order, and the other Transaction Documents, or otherwise constitute a release by Seller or any of its Affiliates of any claims that Seller or any of its Affiliates have in the Bankruptcy Case. Nothing in this Section 12.16(b) shall limit Sellers' or their respective Affiliates' rights in the case of Fraud

(c) Effective upon the Closing Date, Buyer acknowledges that it has no claim, counterclaim, setoff, recoupment, action or cause of action of any kind or nature whatsoever against any of the individuals or entities within the Sellers Group, that directly or indirectly arises out of, is based upon, or is in any manner connected with any Prior Event, the Acquired Assets or the Assumed Liabilities (collectively, the "Buyer Released Claims"); and, should any Buyer Released Claims nonetheless exist, Buyer hereby (i) releases and discharges each member of the Sellers Group from any liability whatsoever on such Buyer Released Claims that directly or indirectly arises out of, is based upon, or is in any manner connected with the Buyer Released Claim, and (ii) releases, remises, waives and discharges all such Buyer Released Claims against the Sellers Group; provided that nothing herein shall release any Seller of its obligations under this Agreement (including the Disclosure Schedules and the Exhibits), the Sale Order, and the other Transaction Documents, or otherwise constitute a release by Buyer or any of its Affiliates of any claims that Buyer or any of its Affiliates have in the Bankruptcy Case. Nothing in this Section 12.16(c) shall limit Buyer's or its Affiliates' rights in the case of Fraud

(d) Without limiting in any way the scope of the release contained in subparagraph (a),(b) or (c) of this Section 12.16 and effective upon the Closing Date, each Seller and Buyer, to the fullest extent allowed under applicable law, hereby waives and relinquishes all statutory and common law protections purporting to limit the scope or effect of a general release,

whether due to lack of knowledge of any claim or otherwise, including, waiving and relinquishing the terms of any law which provides that a release may not apply to material unknown Claims. Each Seller and Buyer hereby affirms its intent to waive and relinquish such unknown Claims and to waive and relinquish any statutory or common law protection available in any applicable jurisdiction with respect thereto. Notwithstanding anything set forth herein to the contrary, the releases set forth in this Section 12.16 do not extend to (A) any obligations that are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the willful misconduct, Fraud or gross negligence of such Person, (B) any obligations of the Parties under this Agreement (including the Disclosure Schedules and the Exhibits), the Sale Order, and the other Transaction Documents or (C) any claims held by lenders or agents under the Junior Credit Agreements and the Exit Facilities against the Sellers Group and any rights, remedies or causes of action arising out of such claims or Liens and security interests relating to such claims; provided that any claims, or any Liens or superpriority claims related thereto that would otherwise attach or be payable out of the Cash Consideration, shall be waived.[18]

[*Signature pages follow.*]

[18] **Note to Draft:** Discuss if we want to pursue other Buyer Group and Seller Group Releases.

IN WITNESS WHEREOF, the Parties have caused this Asset Purchase Agreement to be executed and delivered by their duly authorized representatives, all as of the Execution Date.

JC BUYER COMPANY, INC.

By: _____
Name:
Title:

JACK COOPER INVESTMENTS, Inc.

By: _____
Name:
Title:

AUTO & BOAT RELOCATION SERVICES LLC

By: _____
Name:
Title:

AUTO HANDLING CORPORATION

By: _____
Name:
Title:

AXIS LOGISTIC SERVICES, INC.

By: _____
Name:
Title:

CTEMS, LLC

By: _____
Name:
Title:

JACK COOPER CANADA 1 LIMITED PARTNERSHIP

By: _____
Name:
Title:

JACK COOPER CANADA 2 LIMITED PARTNERSHIP

By: _____
Name:
Title:

JACK COOPER CANADA GP 1 INC.

By: _____
Name:
Title:

JACK COOPER CANADA GP 2 INC.

By: _____
Name:
Title:

JACK COOPER CT SERVICES, INC.

By: _____
Name:
Title:

JACK COOPER DIVERSIFIED, LLC

By: _____
Name:
Title:

JACK COOPER ENTERPRISES, INC.

By: _____
Name:
Title:

JACK COOPER HOLDINGS CORP.

By: _____
Name:
Title:

JACK COOPER LOGISTICS, LLC

By: _____
Name:
Title:

JACK COOPER RAIL AND SHUTTLE, INC.

By: _____
Name:
Title:

JACK COOPER TRANSPORT CANADA INC.

By: _____
Name:
Title:

JACK COOPER TRANSPORT COMPANY, INC.

By: _____
Name:
Title:

JACK COOPER VENTURES, INC.

By: _____
Name:
Title:

NORTH AMERICAN AUTO TRANSPORTATION CORP

By: _____
Name:
Title:

Exhibit 2 to Restructuring Term Sheet

CBA Term Sheet

Jack Cooper Transport

and

Teamsters National Automobile Transporter Industry Negotiating Committee

Agreement on Purchased Transportation

It is recognized that "Carhaul Work" under the National Automobile Transporters Agreement ("NMATA") and Work Preservation Agreement includes the brokerage of vehicles tendered by an original equipment manufacturer ("OEM") subject to a transportation contract between a signatory to the NMATA and the OEM. It shall be a violation of the NMATA and the Work Preservation Agreement for Ultimate Parent, Employer or a Controlled Affiliate (hereinafter collectively referred to as "Jack Cooper Transport" or "JCT") to engage in brokerage of such OEM loads to non-NMATA bargaining unit operations, except as expressly authorized by Teamsters National Automobile Transporters Industry Negotiating Committee ("TNATINC") under this Agreement.

The use by JCT of subcontracting under this Agreement, described as purchased transportation service ("PT"), is solely for the purpose of protecting JCT's regular, contracted OEM traffic during times of excessive volumes due to plant holds or temporary increases in production. All Carhaul Work shall be offered by JCT and rejected by Employers with operational capacity that are signatories to the NMATA, prior to any brokerage or subcontract to non-NMATA operations under this Agreement. In locations where JCT services the release yard, units designated for PT will be moved to off-site locations to be loaded.

JCT shall not use PT at any location where drivers are laid off. JCT shall first recall laid off drivers. In the event of a recall from layoff for a period of thirty (30) days or less, such recall shall be voluntary to the employees. If such employee does not accept this voluntary recall, the employee will maintain seniority on layoff and such layoff will not be considered to prohibit use of PT at that location. JCT shall meet its obligations under Article 38, Section 5 and Article 48, Section 1 of the Central and Southern Areas Supplement, and comparable provisions of the Eastern Area Supplement, before it begins the use of PT. The use of PT by JCT shall not result in a layoff of drivers at such locations. The use of PT also will not result in a loss of earnings for active drivers at such locations. PT usage shall be engineered to the fullest extent possible to minimize PT use and to maximize the use of bargaining unit employees and to allow bargaining unit employees to perform preferential runs and maximize earning opportunity. All drivers at those locations where PT is used shall be protected from layoff directly caused by the use of PT.

The use of PT by JCT shall not restrict or prevent the hiring of new drivers at any JCT terminal. JCT shall maintain the appropriate number of drivers to service contracted regular volumes of OEM traffic at any location. JCT shall protect by red circle the number of drivers as that red circle number exists as of the date of ratification at each terminal location where PT is used. The affected Local Union and TNATINC shall be provided the red circle number in writing as of ratification. The number of drivers at a location shall not be reduced below the red circle number as a direct result of the use of PT. The red circle number itself shall not be

changed, other than, (a) as may be provided for in a National Joint Standing Seniority Committee decision under NMATA Article 5, or (b) to the extent JCT on a consistent, sustained basis utilizes more than the existing red circle number of drivers at a location where PT is utilized, in which case the red circle number shall be increased accordingly.

TNATINC IN ITS SOLE DISCRETION MAY LIMIT OR DISCONTINUE THE USE OF PURCHASED TRANSPORTATION SERVICE (PT) IN ANY GEOGRAPHIC AREA WHERE IT DEEMS APPROPRIATE UPON THIRTY (30) DAYS WRITTEN NOTICE TO JCT.

JCT shall provide to the Union an up-to-date list of purchased transportation providers utilized within thirty (30) days of the end of each calendar quarter. In the event a PT provider repeatedly violates the conditions established under this Agreement, the Union shall have the ability to remove the carrier from future PT utilization.

JCT agrees that an authorized representative of TNATINC (the "Auditor") will have the right to review on a quarterly basis the records of all operations (subject to a mutually acceptable confidentiality agreement) to verify that assignment of Carhaul Work is in compliance with this Agreement (the "Audit"). The Auditor shall provide JCT with notice in writing of the TNATINC request to Audit the specified records. Such records shall be produced at a place and time mutually agreed upon. The cost of the Audit shall be borne by the Union. Records shall include detailed information about loads, such as source, origin location and date, destination location and date, carrier name, load number, units per load or load factors, and length of haul.

In addition, JCT shall, on a monthly basis, unless otherwise required, send to the office of the IBT National Automobile Transporter Industry Division Director a report containing all of the above indicated information in addition to the total number of miles JCT utilized with purchased transportation, inclusive of the type of PTS utilized, including overflow or one-time business opportunities such as product launches.

The Auditor shall be permitted to inform the Union as to whether or not its review discloses that JCT is properly assigning Carhaul Work in compliance with this Agreement and the extent and nature of any non-compliance, if any. A finding of non-compliance with this Agreement disclosed by the review of the Auditor shall authorize a Board of Arbitration to assess a fifty percent (50%) penalty increase on any lost compensation found owing to NMATA bargaining unit employees in any award on grievances filed under Article 33 of the NMATA.

_____ _____

Jack Cooper Transport TNATINC

Date:_____ Date:_____

EXHIBIT A TO JACK COOPER TRANSPORT COMPANY, INC. RESTRUCTURING TERM SHEET

I. DEFINITIONS.

A. "Jack Cooper" refers to Jack Cooper Transport Company, Inc., and Auto Handling Corporation, the employer and party bound to the National Master Automobile Transporters Agreement for the period September 1, 2015, through May 31, 2021.

B. "New Company" refers to the entity to be created by Jack Cooper's junior lender for the acquisition of substantially all of the assets of Jack Cooper (and related debtor entities).

C. The "NMATA" is the National Master Automobile Transporters Agreement covering a national, industry-wide multi-employer bargaining unit of employees for the period of September 1, 2015 through May 31, 2021, between the Teamsters National Automobile Transporters Industry Negotiating Committee ("TNATINC") and National Automobile Transporters Labor Division Negotiating Committee to which Jack Cooper is bound as a member the Committee.

D. The "Restructuring Effective Date" shall mean the closing of a sale of all, or substantially all, of the assets of Jack Cooper and related debtor entities pursuant to section 363 of the Bankruptcy Code to the New Company , and the execution of a CBA between the New Company and union (or the New Company's assumption on the closing date of the Modified CBA between the Company and a union) which provides for participation in the Hybrid Plan.

E. "Area Supplements" refers to the three (3) Supplemental Agreements provided for in the NMATA at Article 2, Section 2, commonly referred to as the Central-Southern Supplement; the Eastern Area Supplement, and the Western Area Supplement.

II. PRELIMINARY CONDITIONS.

A. Written Affirmation of New Jack Cooper's Participation in the Master Bargaining Unit; No Impairment of the NMATA. Jack Cooper is signatory to the National Master Automobile Transporters Agreement in accordance with Article 2, Section 4 of the NMATA and remains obligated pursuant to Article 1, Section 3, as to conditions of the transaction.

The New Company will agree, in writing, to assume the obligations of the NMATA, as modified pursuant to this Term Sheet, as a member of the national multiemployer bargaining unit as of the Restructuring Effective Date. The New Company will decide in its sole discretion whether to join the NATLD. Except where expressly otherwise noted herein, all terms and conditions of the NMATA, Supplements and Local Riders shall continue to apply. Jack Cooper and its corporate parents, siblings and subsidiaries shall remain a part of the national multi-employer collective bargaining unit of the NMATA up to the Restructuring Effective Date.

B. Agreements with Pension Funds.

1. **Agreement with Central States Pension Fund**. Jack Cooper will reach agreement with Central States Pension Fund regarding the resolution of its withdrawal liability from that Fund and regarding New Company's participation in that Fund's new employer hybrid fund going forward.

2. **Agreements with Other Pension Funds**. The New Company will not participate in the Local 557, 560, and 710 Pension Funds. In lieu of pension contributions, the employer will make 401(k) contributions on behalf of each employee covered under the Area Supplements to a fund to be designated by TNATINC in the amount of $150 per week, (or higher amount agreed to by the New Company and Central States Plan). New Company will agree to make contributions on account of employees covered under these supplements that are equivalent to the contributions to be made for employees covered under the Central States Plan.

C. Assumption of Liabilities & Successorship. Jack Cooper, as a condition of sale, will assign the Modified NMATA and supplements, as provided for in Article 1, Section 3, and any other labor agreements to which Jack Cooper is currently bound to the New Company. New Company will also assume other labor agreements in place between the Teamsters and other Jack Cooper subsidiaries including, without limitation the North American Auto Transport agreement, Jack Cooper Rail & Shuttle agreement, and other white paper agreements.

The New Company will assume responsibility for processing all NMATA employee grievances pending at the date of sale, for accrued but unpaid vacation and sick pay, and other obligations arising out of the collective bargaining agreement that may be processed through the applicable grievance and arbitration procedures of the NMATA, including past practices, but excluding the provisions relating to Jack Cooper withdrawal liability. Jack Cooper and the New Company shall maintain all current employment practices liability insurance coverages.

D. Modification of NMATA Supplements. The NMATA and supplements will be amended as specified in section III, below.

1. **Reservation of Rights by the General President.** Any decision to put the modification of the NMATA or its Area Supplements for ratification is subject to approval of the General President of the International Brotherhood of Teamsters.

2. **Necessity of Approval and Ratification.** Any agreement resulting from the acceptance of this agreement shall be tentative only and shall further be subject to ratification by the affected membership in accordance with the terms of Article XII of the Constitution of the IBT within forty-five (45) days of the date hereof.

E. Reinvestment of May 2019 Key Employee Retention Payments (KERP) to Jack Cooper Executives. Within thirty (30) days of the Restructuring Effective Date, the New Company shall require the individuals comprising Jack Cooper's Executive Committee will reinvest the net proceeds of the May 2019 KERP in common equity of the New Company. For purposes of this paragraph, Jack Cooper's Executive Committee comprises the Chairman, Chief Executive Officer, President of Jack Cooper Transport, President of Jack Cooper Diversified, Chief Human Resources Officer, Chief Financial Officer, Chief Information Officer, and General Counsel.

TNATINC reserves any and all rights it may have to participate in any estate recovery of funds related to the successful clawback of KERP payments in the bankruptcy case to the extent it or its bargaining unit members hold allowed claims against Jack Cooper or a related debtor, but agrees that it will not initiate or support any such action against any Executive Committee member if such Executive Committee member reinvests the proceeds of the May 2019 KERP payments as described in the preceding paragraph.

III. MODIFICATIONS TO NMATA AND SUPPLEMENTS.

A. Wage Concessions. There shall be no wage concessions as part of this Term Sheet.

B. Health Care Benefit Concessions. There shall be no health care benefit concessions as part of this Term Sheet.

C. Pension Concessions.

1. The pension concessions with respect to the Central States Pension Fund shall be as described in the separate term sheet between Jack Cooper and Central States that is attached as Exhibit B to the Restructuring Term Sheet. In satisfaction of Jack Cooper's obligation in the last paragraph of the section headed "Revisions to CBA" on page 2 of Exhibit B, Jack Cooper will cause the New Company to assume the Modified CBA. No bargaining unit employee covered by the Central States Pension Fund shall suffer a loss of adjustable benefits as the result of Jack Cooper's withdrawal from the Central States Pension Fund nor the modifications set forth herein.

2. The NMATA and applicable Area supplements will be amended to reflect that New Company is party to a Term Sheet with Central States (attached as Exhibit B) under which it will participate in Central States' Hybrid Plan as a "New Employer" commencing on the Restructuring Effective Date (as defined below) at the rate established in the Modified CBA. Such rate shall be $150 per week per covered employee.

No bargaining unit employee covered by the Local 557, Local 560 or Local 710 Pension Plans shall suffer a further loss of adjustable benefits as the result of Jack Cooper's withdrawal from those funds.

3. Area supplements under which Jack Cooper is currently contributing to other multi-employer pension plans will be amended to reflect withdrawal and to

reflect New Company's obligation to contribute to a 401(k) plan on behalf of such employees in an amount of at least $150 per week.

Jack Cooper and/or New Company will execute the necessary participation agreements with 401(k) plan(s) to achieve this objective as soon as possible.

D. Purchased Transportation and Overflow. Per the letter appended as Annex A hereto.

E. Elimination of Labor Cost As A Factor. In recognition of the unitary nature of the single national multi-employer collective bargaining unit of the NMATA and the seniority provisions permitting employees to follow their work in the event of acquisition of business by one NMATA carrier of business performed by a different NMATA carrier, and subject to compliance with applicable antitrust law(s), the Pension Concession shall not apply in any instance where New Company acquires business that is part of the book of business of a carrier signatory to the NMATA at the moment immediately preceding its acquisition by New Company. In that instance, the full conditions of the NMATA, including work rules, shall apply to the work so transferred or acquired whether or not any employee follows the work to New Company. New Company shall only use the Pension Concession for its pricing bid to secure "new business" from non-NMATA bargaining unit carriers or secure work at new OEM shipping locations, not previously handled by or transferred from NMATA Employers, as defined under Article 22 of the NMATA.

"Pension Concession" in the preceding paragraph means the changes to the NMATA and its local supplements permitting New Company to participate in the New Employer Limited Liability Pool of the Central States Pension Fund at the $150 per covered employee per week contribution rate; and in the case of the other Pension Funds, the withdrawal from those funds and resulting cost savings achieved by transferring covered employees to 401(k) plans in accordance with the modifications described above. In instances where the Pension Concession does not apply, or where New Company uses the concession for pricing to bid on work that is not "new business" as defined above, then New Company will be obliged to add $200 per week to the compensation of any employee working on the business acquired in violation of the preceding paragraph.

F. Term. The provisions in this Article III shall expire on December 31, 2024. In the event any provision of the NMATA negotiated and in effect on and after June 1, 2021 conflicts with the provisions of this Article III, this Article III shall control.

IV. EXECUTIVE COMPENSATION AND COVERED EMPLOYEE PROFIT PARTICIPATION.

A. T. Michael Riggs will not receive a cash bonus for calendar year 2019, or for the first two (2) full calendar years following the Restructuring Effective Date.

B. The New Company's Executive Committee shall receive no more than 5% of the equity in the New Company immediately upon the closing of the Restructuring.

C. The parties agree that any performance or operational incentive goals established for a non-equity incentive plan need to be aligned identically for all employees in the New Company. To that purpose, and based on the refleeting strategy underlying Jack

Cooper's business plan delivered to TNATINC on July 10, 2019 (the "Business Plan"), until 500 new rigs have been delivered into the fleet, for every $1.00 of non-equity incentive plan compensation paid to New Company's Executive Committee each year, $1.00 shall be made available for distribution to Covered Employees in the form of a one-time bonus payment to be paid at the same time to all employees. The term "Covered Employees" in this section means all Teamster-represented New Company employees as of the date of the bonus payment.

D. Under no circumstances shall a bonus be paid to the Company's non-Executive Committee senior management (Vice President and above) unless a comparable distribution is made payable to the eligible Covered Employee pool during this refleeting period. Based on the performance of this incentive program, it may be extended by mutual agreement of the parties through the duration of this Term Sheet but in no case shall it be ended prior to Calendar Year 2022 (payable in 2023).

E. Target thresholds in the New Company's non-equity incentive plan will be initially based on the revenue, EBITDA and free cash flow projections in the Business Plan. The benchmarks identified in the Business Plan shall be disclosed to TNATINC prior to implementation and any modification(s) to those benchmarks shall similarly be disclosed to TNATINC or its representatives going forward, in advance of the modification(s). TNATINC shall be afforded the opportunity to review any and all bonus calculations made in this regard.

F. New Company shall not incur debt for the whole or partial purpose of paying bonuses to T. Michael Riggs or any members of its Executive Committee or any person serving on New Company's Board of Directors.

G. For purposes of this section IV., "Executive Committee" comprises the Chairman, Chief Executive Officer, President of Jack Cooper Transport, President of Jack Cooper Diversified, Chief Human Resources Officer, Chief Financial Officer, Chief Information Officer, and General Counsel, and persons holding similar titles or responsibilities.

V. NEW CAPITAL INVESTMENT. On terms agreeable to the Teamsters National Automobile Transporters Industry Negotiating Committee, Jack Cooper's junior lender agrees to use its debt to acquire 100% of the equity of the New Company. Jack Cooper will obtain concessions from other lenders to facilitate the transaction. Jack Cooper's junior lender agrees to provide $35M cash equity infusion to facilitate the sale of Jack Cooper to the New Company. Copies of each of the relevant term sheets to be provided to TNATINC.

VI. REINVESTMENT IN FLEET. New Company will make capital expenditures of at least $20M annually, or the lease equivalent, which will include 100% of the Pension Concessions, to refleet at the minimum levels specified in the Business Plan. Specifically, New Company will carry out the refleeting plan so that it deploys at a minimum one hundred (100) new purchased and/or new leased vehicles per annum through 2023.

The New Company agrees to provide a transparent mechanism so that TNATINC and employees can track its contributions to refleeting.

VI. CORPORATE GOVERNANCE/BOARD OF DIRECTORS. TNATINC understands that T. Michael Riggs will become an employee of New Company and will be among the directors appointed to New Company's Board of Directors. A majority of the members of New Company's Board of Directors shall be independent.

VII. OTHER MISCELLANEOUS.

A. **Modification of the Term Sheet.** Each of the parties has the unqualified right to modify the Term Sheet at any time prior to its execution by the parties. No Party has an obligation to accept any modification made by the other Party.

B. **Disputes.** All provisions of this Exhibit A to the Term Sheet are subject to the applicable dispute resolution procedures provided in the NMATA.

C. **Reservation of Rights**. In the event the Ratification in accordance with Section II.D.2 does not occur, this Term Sheet Exhibit A, and each of its provisions shall be null and void. In such event, each party reserves its rights to proceed accordingly.

D. **Additional Reservation of Rights.** The parties acknowledge that, consistent with the multiemployer pension plan provisions in this term sheet, and the Central States term sheet attached as Exhibit B, Jack Cooper's failure to make pension contributions that otherwise fall due pending a ratification vote shall in no way (a) prejudice Jack Cooper's ability to seek relief under section 1113 of the Bankruptcy Code relating to this particular circumstance only, but not for any other relief sought or any other circumstance, or be deemed a unilateral modification or alteration of the CBA for purposes of section 1113(f) of the Bankruptcy Code only as to payments due during the ratification period, or (b) prejudice TNATINC or any pension plan to which such payments are due from seeking payment thereof, in each case in the event the CBA modifications described herein are not ratified in accordance with the terms hereof. The parties further understand that, so long as Central States does not invoke the most-favored-nation provision in the Central States, the Company intends to make the pension contributions that fall due to the local pension plans during the period from the date hereof through the date of the ratification vote deadline specified in II. D. 2. above.

Exhibit 3 to Restructuring Term Sheet

CSPF Support Agreement

Execution Version

PENSION PLAN TREATMENT AGREEMENT

This **PENSION PLAN TREATMENT AGREEMENT** (together with all exhibits, schedules and attachments hereto, as each may be amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof, this "Agreement") is made and entered into as of August 6, 2019, by and among (a) Jack Cooper Investments, Inc. and each of its direct and indirect subsidiaries (each a "Company Party" and collectively, the "Company"), (b) the Central States, Southeast and Southwest Areas Pension Fund (the "Pension Plan"), and (c) JC Buyer Company, Inc. (the "Proposed Purchaser"), a newly formed entity formed by or on behalf of an investment vehicle affiliated with Solus Alternative Asset Management LP, to purchase the Company's assets in a sale under section 363 of the Bankruptcy Code. The Company, the Pension Fund, and the Proposed Purchaser are referred to herein as the "Parties" and individually as a "Party." Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the CSPF Term Sheet attached hereto as **Exhibit A** (the "CSPF Term Sheet").

RECITALS

WHEREAS, the Company and certain of its lenders under the Company's secured credit facilities (collectively, the "Lenders" and together with the Company Parties, the "RSA Parties") have entered into that certain Restructuring Support Agreement, dated as of August 6, 2019 (the "Lender RSA"), pursuant to which the RSA Parties agreed to support and pursue a sale of substantially all of the Company's assets pursuant to section 363 of the Bankruptcy Code (the "Proposed Sale Transaction") to the Proposed Purchaser.

WHEREAS, to implement the Proposed Sale Transaction, certain of the Company Parties shall file a voluntary petition under chapter 11 of title 11 of the United States Code (the "Chapter 11 Cases") with the United States Bankruptcy Court for the Northern District of Georgia (the "Bankruptcy Court");

WHEREAS, the Parties have engaged in arm's-length, good faith discussions regarding the Company's obligations to the Pension Fund (the "Pension Obligations") as affected by the Proposed Sale Transaction;

WHEREAS, upon the commencement of the Chapter 11 Cases, the Company shall file a motion pursuant to section 363 of the Bankruptcy Code to approve (i) bidding procedures that provide, among other things, the Pension Plan consultation rights with respect to the selection of a successful bidder and (ii) subject to higher and better bids, entry into the APA (as defined herein) with the Proposed Purchaser;

WHEREAS, the Parties have agreed, among other things, in connection with the Restructuring, that the Company will permanently cease to have an obligation to contribute to, and completely withdraw from, the Pension Plan on or before the consummation of the Proposed Sale Transaction with the Proposed Purchaser, and that, if the Proposed Sale Transaction with the Proposed Purchaser is consummated, the Parties will simultaneously consummate the transactions contemplated by the CSPF Term Sheet (the "CSPF Settlement" and together with the Proposed Sale Transaction, the "Restructuring"), including but not limited to entering into a participation agreement whereby the Proposed Purchaser commences participation in the Pension Plan as a New

Employer under the Pension Plan's hybrid plan rules (the "Hybrid Plan"), with such agreement to also contain provisions providing the Proposed Purchaser and affiliated parties the releases set forth in the CSPF Term Sheet (the "Participation and Release Agreement").

WHEREAS, the Parties desire to express to each other their mutual support and commitment in respect of the matters discussed hereunder;

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

AGREEMENT

Section 1. Definitions. The following terms used in this Agreement shall have the following definitions:

"***APA***" means the asset purchase agreement setting forth the terms of the sale of all, or substantially all, of the Company's assets to the Proposed Purchaser (as defined herein) pursuant to sections 105, 363 and 365 of the Bankruptcy Code.

"***Bidding Procedures Order***" means the order entered by the Bankruptcy Court approving bidding procedures for a sale of substantially all or all of the Company's assets pursuant to section 363 of the Bankruptcy Code, which includes consultation rights for the Pension Fund in connection with the selection of a successful bidder and sale of assets.

"***Claim***" means "claim" as defined in section 101(5) of the Bankruptcy Code.

"***Closing Date***" means the date of the closing of the Proposed Sale Transaction.

"***Definitive Documents***" means the following documents: (a) the APA; (b) the Sale Order; (c) the Bidding Procedures Order; (d) the DIP Orders; (e) the DIP Credit Agreements; (f) the CSPF Term Sheet; (g) the Participation and Release Agreement, and any other definitive agreements between the Company Parties, Pension Plan, and the Proposed Purchaser, as applicable, that the Parties determine are necessary to implement the CSPF Settlement in accordance with the terms set forth in the CSPF Term Sheet; and (h) any additional documentation necessary to implement the Proposed Sale Transaction.

"***DIP Credit Agreements***" means the term loan and ABL debtor-in-possession financing credit agreements.

"***DIP Facilities***" means the term loan and ABL debtor-in-possession financing provided by Solus Alternative Asset Management LP (or one or more affiliates thereof) and Wells Fargo Capital Finance, LLC to the Company Parties.

"***DIP Orders***" means the interim and final orders entered by the Bankruptcy Court approving the DIP Facilities.

"***Outside Date***" means the date that is 105 days from the Petition Date.

"***Person***" means an individual, a partnership, a joint venture, a limited liability company, a corporation, a trust, an unincorporated organization, a group, or any legal entity or association.

"***Petition Date***" means the date the Company commences the Chapter 11 Cases.

"***Sale Order***" means the order entered by the Bankruptcy Court approving the Proposed Sale Transaction, which order shall be in form and substance acceptable to each of the Parties.

"***Support Period***" means the period commencing on the Agreement Effective Date and ending the earlier of (i) the date on which this Agreement is terminated in accordance with Section 9 hereof, (ii) the date on which the Bankruptcy Court approves a sale transaction between the Company and a party other than the Proposed Purchaser (such party, an "Alternative Purchaser" and such transaction, an "Alternative Transaction"), and (iii) the Closing Date.

"***Union***" means each of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America and the International Association of Machinists and Aerospace Workers, as collective bargaining representatives with whom the Company has, respectively, collective bargaining relationships, and collectively, "**Unions**".

Section 2. Agreement Effective Date. This Agreement shall become effective, and the obligations contained herein shall become binding upon the Parties, upon the first date (such date, the "Agreement Effective Date") that this Agreement has been executed by each of the Company, the Pension Plan, and the Proposed Purchaser.

Section 3. CSPF Term Sheet; Exhibits. Each of the exhibits attached hereto, including the CSPF Term Sheet, and any schedules or exhibits to such exhibits (collectively, the "Exhibits and Schedules") are expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include the Exhibits and Schedules. In the event of any inconsistency between this Agreement (excluding the Exhibits and Schedules) and the Exhibits and Schedules, the Exhibits and Schedules shall govern. To the extent of any inconsistency among the Agreement, the Exhibits and Schedules (other than the CSPF Term Sheet) and any motion or pleading filed by the Company in the Chapter 11 Cases, on the one hand, and the CSPF Term Sheet on the other, the CSPF Term Sheet shall control.

Section 4. Agreements of the Pension Plan. Except as agreed to by all three of the Company, the Pension Plan, and the Proposed Purchaser commencing on the Agreement Effective Date and continuing for the Support Period, the Pension Plan agrees as follows:

(a) Agreement to Support and Implement CSPF Settlement. The Pension Plan agrees to support, to the extent commercially reasonable, the Restructuring, including the Proposed Sale Transaction, as contemplated under this Agreement and the CSPF Term Sheet.

(b) Agreement to Enter Into Participation and Release Agreement Contingent on Proposed Sale Transaction. As soon as practicable after the Petition Date, the Pension Plan agrees to enter into the Participation and Release Agreement with the Proposed Purchaser and the Company, with the effectiveness of such agreement to be (i) contingent on successful negotiations

with the Unions regarding the terms of, and ratification by the Unions' members of, collective bargaining agreements between each of the Unions, on the one hand and the Company and/or the Proposed Purchaser on the other, which collective bargaining agreements shall (A) reflect the terms of the CSPF Term Sheet, (B) otherwise contain terms that are acceptable to the Proposed Purchaser but are not inconsistent with the CSPF Term Sheet, and (C) to the extent entered into by the Company, be assumed and assigned to the Proposed Purchaser pursuant to the Proposed Sale Transaction (the "Modified CBAs"), and (ii) contingent on the occurrence of the Closing Date.

(c) Agreement to Treatment. The Pension Plan's withdrawal liability claim shall constitute an allowed general unsecured claim against each Company Party in the Chapter 11 Cases in an amount to be stipulated and agreed upon between the Company and the Pension Plan and allowed pursuant to an order of the Bankruptcy Court prior to the Closing Date.

The foregoing provisions of this Section 4 will not (i) limit the Pension Plan's rights to enforce any rights under this Agreement, (ii) be construed to prohibit or limit the Pension Plan from appearing as a party-in-interest in any matter to be adjudicated in a court of competent jurisdiction or the Chapter 11 Cases (as applicable), and/or (iii) if appointed to any official committee of unsecured creditors ("UCC") in the Chapter 11 Cases, limit the ability of the Pension Plan to exercise, in such capacity as a member of the UCC, its fiduciary duties and obligations to the estate consistent with, and as obligated by, applicable law.

Section 5. Agreements of the Company. Except as agreed to by each of the Company, the Pension Plan, and the Proposed Purchaser commencing on the Agreement Effective Date, and continuing for the Support Period, the Company agrees to:

(a) (i) use commercially reasonable efforts to support the Restructuring, including the Proposed Sale Transaction, as contemplated under this Agreement, the Lender RSA, and the CSPF Term Sheet and (ii) implement and consummate the Restructuring in a timely manner and take any and all commercially reasonable and appropriate actions in furtherance of the Restructuring, as contemplated under this Agreement, the Lender RSA, and the CSPF Term Sheet; and

(b) as soon as practicable after the Petition Date, enter into the Participation and Release Agreement with the Proposed Purchaser and the Pension Plan, with the effectiveness of such agreement to be (i) contingent on successful negotiations with the Unions regarding the terms of, and ratification by the Unions' members of, the Modified CBAs, and (ii) contingent on the occurrence of the Closing Date.

The foregoing provisions of this Section 5 will not limit any of the Company's rights to enforce any rights under this Agreement.

Section 6. Agreements of the Proposed Purchaser. Except as agreed to by each of the Company, the Pension Plan, and the Proposed Purchaser, commencing on the Agreement Effective Date, and continuing for the Support Period, the Proposed Purchaser agrees to:

(a) (i) use commercially reasonable efforts to support the Restructuring, including the Proposed Sale Transaction, as contemplated under this Agreement, the Lender RSA, and the CSPF Term Sheet and (ii) implement and consummate the Restructuring in a timely manner and take any

and all commercially reasonable and appropriate actions in furtherance of the Restructuring, as contemplated under this Agreement, the Lender RSA, and the CSPF Term Sheet; and

(b) as soon as practicable after the Petition Date, enter into the Participation and Release Agreement with the Pension Plan and the Company, with the effectiveness of such agreement to be (i) contingent on successful negotiations with the Unions regarding the terms of, and ratification by the Unions' members of, the Modified CBAs, and (ii) contingent on the occurrence of the Closing Date.

The foregoing provisions of this Section 6 will not limit any of the Proposed Purchaser's rights to enforce any rights under this Agreement.

Section 7. Representations and Warranties.

(a) Mutual Representations and Warranties. Each of the Parties represents and warrants on a several (but not joint) basis to each other Party that the following are true, correct, and complete as of the Agreement Effective Date:

(i) *Organization; Authority*. Such Party, if an entity, is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, formation, or incorporation (as applicable). Such Party has all requisite corporate, partnership, limited liability company, or similar power and authority to execute and deliver this Agreement and perform its obligations under, this Agreement, and the execution and delivery of this Agreement by such Party and the performance of such Party's obligations under this Agreement have been duly authorized by all necessary corporate, limited liability company, partnership, or other similar action on its part.

(ii) *Binding Obligation*. This Agreement constitutes the legally valid and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability or a ruling of any court of competent jurisdiction.

(iii) *No Restrictions*. The execution, delivery and performance by such Party of this Agreement does not, and will not (A) violate any provision of law applicable to it or any of its subsidiaries charter or bylaws (or other similar governing documents) or (B) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it or any of its subsidiaries is a party.

(iv) *No Fiduciary Restriction*. Such Party is not aware of the occurrence of any event that, due to any fiduciary or similar duty to any other Person, would prevent it from taking any action required of it under this Agreement.

(b) Representations and Warranties of the Pension Plan. The Pension Plan represents and warrants that the following are true, correct, and complete as of the Agreement Effective Date:

(i) The Pension Plan is not a party to any pending or undisclosed agreement, understanding, negotiation or discussion (in each case, whether oral or written) that would hinder, delay or impede the consummation of the Restructuring.

(ii) As of the Agreement Effective Date, the Pension Plan has not taken any action inconsistent with the CSPF Term Sheet.

(iii) The Pension Plan has sufficient knowledge and experience to evaluate properly the terms and conditions of this Agreement and the Restructuring, and has been afforded the opportunity to consult with its legal and financial advisors with respect to its decision to execute this Agreement, and it has made its own analysis and decision to enter into this Agreement and otherwise investigated this matter to its full satisfaction.

(c) Representations and Warranties of the Company. The Company represents and warrants, on a joint and several basis, that the following are true, correct, and complete as of the Agreement Effective Date:

(i) There is no pending or undisclosed agreement, understanding, negotiation, or discussion (in each case, whether oral or written) that would hinder, delay or impede the consummation of the Restructuring.

(ii) When furnished, and on the Agreement Effective Date, none of the material and information regarding the Company provided by or on behalf of the Company to the Pension Plan in connection with the Restructuring, when read or considered together, contains any untrue statement of a material fact or omits to state a material fact necessary in order to prevent the statements made therein from being materially misleading; provided, however, that the foregoing shall not apply to any projections or other forward looking material or information provided by or on behalf of the Company and, with respect to any such projections or other forward looking material or information, the Company represents, warrants, and covenants, on a joint and several basis, that such material and information was prepared in good faith by the Company based on assumptions that the Company determined were reasonable at the time of the preparation thereof.

(iii) As of the Agreement Effective Date, the Company has not taken any actions inconsistent with the CSPF Term Sheet.

(iv) The Company has sufficient knowledge and experience to evaluate properly the terms and conditions of this Agreement and the Restructuring, and has been afforded the opportunity to consult with its legal and financial advisors with respect to its decision to execute this Agreement, and it has made its own analysis and decision to enter into this Agreement and otherwise investigated this matter to its full satisfaction.

(d) Representations and Warranties of the Proposed Purchaser. The Proposed Purchaser represents and warrants that the following are true, correct, and complete as of the Agreement Effective Date:

(i) There is no pending or undisclosed agreement, understanding, negotiation, or discussion (in each case, whether oral or written) that would hinder, delay or impede the consummation of the Restructuring.

(ii) As of the Agreement Effective Date, the Proposed Purchaser has not taken any actions inconsistent with the CSPF Term Sheet.

(iii) The Proposed Purchaser has sufficient knowledge and experience to evaluate properly the terms and conditions of this Agreement and the Restructuring, and has been afforded the opportunity to consult with its legal and financial advisors with respect to its decision to execute this Agreement, and it has made its own analysis and decision to enter into this Agreement and otherwise investigated this matter to its full satisfaction.

Section 8. Conditions Precedent.

(a) The obligation of the Pension Plan to consummate the Restructuring is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by the Pension Plan in whole or in part as permitted by law):

(i) the commencement of the Chapter 11 Cases;

(ii) the entry into the APA and the entry of the Sale Order;

(iii) the Proposed Purchaser shall have assumed or directly entered into the Modified CBAs, which shall be consistent in all material respects with the CSPF Term Sheet and this Agreement;

(iv) the Proposed Purchaser and the Company shall have entered into the Participation and Release Agreement with the Pension Plan, which Participation and Release Agreement shall have been approved by the Bankruptcy Court;

(v) the Company and the Proposed Purchaser shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by it prior to the Closing Date; and

(vi) all representations and warranties of the Company and the Proposed Purchaser set forth in this Agreement shall be true and correct in all material respects at and as of the Closing Date with the same force and effect as if those representations and warranties had been made at and as of such date, except to the extent such representations and warranties address matters as of a particular date, which shall be true and correct in all material respects as of such date.

(b) The obligation of the Company to consummate the Restructuring is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by the Company in whole or in part to the extent permitted by law):

(i) the Pension Plan and the Proposed Purchaser shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by it prior to the Closing Date;

(ii) the Pension Plan and the Proposed Purchaser shall have entered into the Participation and Release Agreement with the Company; and

(iii) all representations and warranties of the Pension Plan and the Proposed Purchaser set forth in this Agreement shall be true and correct in all material respects at and as of the Closing Date with the same force and effect as if those representations and warranties had been made at and as of such date, except to the extent such representations and warranties address matters as of a particular date, which shall be true and correct in all material respects as of such date.

(c) The obligation of the Proposed Purchaser to consummate the Restructuring is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by the Proposed Purchaser in whole or in part to the extent permitted by Law):

(i) the Company shall have entered into the Modified CBAs which, after ratification by the Unions' members, shall be assumed and assigned to the Proposed Purchaser in connection with the Proposed Sale Transaction, and shall be consistent in all material respects with the CSPF Term Sheet and this Agreement (and/or the Proposed Purchaser shall have directly entered into the Modified CBAs, which shall be consistent in all material respects with the CSPF Term Sheet and this Agreement);

(ii) the Pension Plan and the Company shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by them prior to the Closing Date;

(iii) the Pension Plan and the Company shall have entered into the Participation and Release Agreement with the Proposed Purchaser; and

(iv) all representations and warranties of the Pension Plan and the Company set forth in this Agreement shall be true and correct in all material respects at and as of the Closing Date with the same force and effect as if those representations and warranties had been made at and as of such date, except to the extent such representations and warranties address matters as of a particular date, which shall be true and correct in all material respects as of such date.

Section 9. Termination.

(a) Automatic Termination. This Agreement shall terminate automatically, without any further action required by any Party if any court of competent jurisdiction has entered a final, non-appealable judgment or order declaring this Agreement to be unenforceable. Notwithstanding anything in this Agreement to the contrary, this Agreement shall terminate automatically without further required action upon the occurrence of the Closing Date.

(b) Pension Plan Termination Events. The Pension Plan shall have the right, but not the obligation, to terminate this Agreement upon written notice to the Company and the Proposed Purchaser, delivered in accordance with Section 28 hereof, at any time after the occurrence of any of the following events (each, a "Pension Plan Termination Event"):

(i) the Proposed Sale Transaction shall not have been consummated by the Outside Date;

(ii) the material breach by the Company or the Proposed Purchaser of any of the respective undertakings, obligations, representations, warranties, or covenants of the Company or the Proposed Purchaser, as applicable, set forth in this Agreement, that remains uncured for five (5) Business Days after the receipt by the Company and the Proposed Purchaser from the Pension Plan of written notice of such breach delivered in accordance with Section 28 hereof;

(iii) any court of competent jurisdiction or other competent governmental or regulatory authority shall have issued an order making illegal or otherwise restricting, preventing, or prohibiting the consummation of the Restructuring or materially impacting the legal or economic rights of the Pension Plan in a manner that cannot be reasonably remedied in a timely manner;

(iv) the Lender RSA shall have been terminated pursuant to the terms thereof;

(v) the Company or the Proposed Purchaser terminates its obligations under this Agreement in accordance with Section 9(c) of this Agreement; or

(vi) the Company determines to enter into an Alternative Transaction or the Bankruptcy Court orders such a transaction to occur; provided, however, that upon termination, nothing in this Agreement shall limit the ability of the Pension Plan to support an Alternative Transaction with an Alternative Purchaser that is consistent with the terms of the CSPF Term Sheet.

(c) Company and Proposed Purchaser Termination Events. The Company or the Proposed Purchaser may terminate this Agreement upon written notice to the Pension Plan, delivered in accordance with Section 28 hereof, at any time after the occurrence of any of the following events (each, a "Company and Proposed Purchaser Termination Event"):

(i) the material breach by the Pension Plan of any of its respective undertakings, obligations, representations, warranties, or covenants set forth in this Agreement that remains uncured for five (5) Business Days after the receipt by the Pension Plan of written notice of such breach delivered in accordance with Section 28 hereof;

(ii) any court of competent jurisdiction or other competent governmental or regulatory authority shall have issued an order making illegal or otherwise restricting, preventing, or prohibiting the consummation of the Restructuring in a manner that cannot be reasonably remedied in a timely manner;

(iii) the Lender RSA shall have been terminated pursuant to the terms thereof; or

(iv) the board of directors, board of managers, or such similar governing body, as applicable, of the Company determines, based on the advice of outside counsel, that proceeding with the transactions contemplated under this Agreement (including the Restructuring) would be inconsistent with the exercise of its fiduciary duties.

(d) Mutual Termination. This Agreement may be terminated at any time by the mutual written agreement of the Company, the Proposed Purchaser, and the Pension Plan.

(e) Effect of Termination.

(i) The date on which termination of this Agreement is effective as to a Party in accordance with this Section 9 shall be referred to as the "Termination Date," and the provisions of this Agreement and the CSPF Term Sheet as to such Party shall terminate on the Termination Date, except as otherwise provided in Section 14 hereof.

(ii) Upon the Termination Date as to a Party, except as otherwise provided herein or in the CSPF Term Sheet, (A) this Agreement shall forthwith become void and of no further force or effect with respect to such Party, (B) such Party shall be immediately released from its commitments, obligations, undertakings, and agreements under or related to this Agreement and have no further rights, benefits, or privileges hereunder, (C) there shall be no liability or obligation on the part of such Party under this Agreement, and (D) such Party shall have all the rights and remedies that it would have had and shall be entitled to take all actions that it would have been entitled to take had it not entered into this Agreement, including all rights and remedies available to it under applicable law, whether with respect to the Restructuring or otherwise, and no such rights or remedies shall be deemed waived pursuant to a claim of laches, estoppel, or otherwise; provided, that in no event shall any such termination relieve a Party from (1) liability for its breach or non-performance of its obligations hereunder prior to the Termination Date and (2) obligations under this Agreement which by their terms expressly survive termination of this Agreement.

(iii) Notwithstanding anything to the contrary herein, in no event shall any Party be entitled to terminate this Agreement if such Party is in material breach hereof or if such Party's failure to perform or comply with this Agreement directly or indirectly caused or resulted in the occurrence of one or more Termination Events described herein.

(iv) Notwithstanding anything to the contrary herein, any Termination Event may be waived in accordance with the procedures established by Section 15 hereof, in which case the Termination Event so waived shall be deemed not to have occurred, this Agreement shall be deemed to continue in full force and effect, and the rights and obligations of the Parties hereto shall be restored, subject to any modification set forth in such waiver acceptable to the Parties.

Section 10. Good Faith Cooperation. Each Party hereby covenants and agrees for the benefit of each other Party to cooperate in good faith in connection with, and shall support the pursuit, approval, implementation and consummation of the Proposed Sale Transaction and the transactions contemplated by the CSPF Term Sheet. Furthermore, subject to the terms hereof, each of the Company and the Proposed Purchaser shall take such action as may be reasonably necessary or reasonably requested by the other Parties to carry out the purposes and intent of this Agreement, including making and filing any required regulatory filings and shall refrain from taking any action that could reasonably be expected to frustrate the purposes and intent of this Agreement.

Section 11. Effect of Agreement. Each of the Parties acknowledges and agrees that this Agreement is being executed in connection with negotiations concerning a possible financial restructuring of the Company and in contemplation of possible chapter 11 filings by the Company

and the rights granted in this Agreement are binding on each signatory hereto without approval of any court, including, without limitation, the Bankruptcy Court.

Section 12. Specific Performance. It is understood and agreed by the Parties that money damages may be an insufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled, to the extent permissible under applicable law, to seek specific performance and injunctive or other equitable relief as a remedy of any such breach of this Agreement, including, without limitation, an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder.

Section 13. Entire Agreement; Prior Negotiations. This Agreement, including the CSPF Term Sheet and the other exhibits attached hereto, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements (oral or written), negotiations, and documents between and among the Parties (and their respective advisors) with respect to the subject matter hereof, except for any confidentiality agreements heretofore executed between or among any of the Parties, which shall continue in full force and effect subject to the terms thereof.

Section 14. Survival. Notwithstanding the termination of this Agreement pursuant to Section 9 hereof, the acknowledgements, agreements, and obligations of the Parties in this Section 14, Section 9, Section 11, Section 12, Section 13, Section 16, Section 17, Section 18, Section 19, Section 20, Section 21, Section 22, Section 23, Section 24, Section 25, Section 26, Section 28, and Section 29 hereof shall survive such termination and shall continue in full force and effect in accordance with the terms hereof.

Section 15. Amendments and Waivers. This Agreement (including the Exhibits and Schedules) may not be modified, amended, supplemented, or waived without the prior written consent of the Parties.

Section 16. GOVERNING LAW. [Reserved]

Section 17. WAIVER OF JURY TRIAL. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 18. Consent to Jurisdiction. In the event that the Company commences the chapter 11 cases, each of the Parties submits to the jurisdiction of the Bankruptcy Court in any action or proceeding arising out of or relating to this Agreement (except actions or proceedings arising out of or relating to the CSPF Term Sheet), or for recognition or enforcement of any judgment arising therefrom, and agrees that all claims arising out of or relating to this Agreement (except claims arising out of or relating to the CSPF Term Sheet) brought by them may be brought, and may be heard and determined, in the aforementioned Bankruptcy Court

Section 19. Third-Party Beneficiary. The terms and provisions of this Agreement are intended solely for the benefit of the Parties hereto and their respective successors and permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any

other Person, including any current or former employee of the Company or the Proposed Purchaser (or dependent or beneficiary thereof), any participant in the Pension Plan, or any other participating employer in the Pension Plan.

Section 20. Successors and Assigns; Severability. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors and permitted assigns, as applicable; *provided* that this provision shall not apply to and shall have no impact on the scope of the releases set forth in the CSPF Term Sheet. For the avoidance of doubt, the terms of the CSPF Term Sheet with respect to the scope of such releases shall govern in all respects. If any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision hereof and this Agreement shall continue in full force and effect; provided, however, that nothing in this Section 20 shall be deemed to amend, supplement, or otherwise modify, or constitute a waiver of, any Termination Event. Upon any such determination of invalidity, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible, in a reasonably acceptable manner, such that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

Section 21. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. Execution copies of this Agreement and executed counterpart signature pages hereto may be delivered by electronic mail (in ".pdf" or ".tif" format), facsimile, or other electronic imaging means, which shall be deemed to be an original for the purposes of this Agreement.

Section 22. Headings. The section headings, paragraphs, and subsections of this Agreement are for convenience of reference only and shall not, for any purpose, be deemed a part of this Agreement and shall not affect the interpretation of this Agreement.

Section 23. Time. In computing any period of time prescribed or allowed by the Plan, unless otherwise set forth in the Plan or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

Section 24. No Waiver and Preservation of Rights. Except as provided in this Agreement, nothing herein is intended to, does, or shall be deemed in any manner to waive, limit, impair, or restrict the ability of each of the Parties to protect and preserve its rights, remedies, and interests, including, but not limited to, its claims against any other Party and any liens or security interests it may have in any assets of the Company. Without limiting the foregoing sentence in any way, if this Agreement is terminated in accordance with its terms for any reason (other than consummation of the Restructuring), the Parties each fully and expressly reserve any and all of their respective rights, remedies, claims, defenses, and interests, in the case of any claim for breach of this Agreement arising prior to termination.

Section 25. Representation by Counsel. Each Party hereto acknowledges that it has been represented by counsel (or has been provided a reasonable period of time to obtain access to and advice by counsel and waived its right to do so) in connection with this Agreement and the Restructuring. Accordingly, any rule of law or any legal decision that would provide any Party

hereto with a defense to the enforcement of the terms of this Agreement against such Party based upon lack of legal counsel shall have no application and is expressly waived.

Section 26. Interpretation. This Agreement is the product of negotiations among the Parties, and the enforcement or interpretation of this Agreement is to be interpreted in a neutral manner. Any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement or any portion of this Agreement, shall not be effective in regard to the interpretation of this Agreement. When a reference is made in this Agreement to a section, clause, exhibit or schedule, such reference is to a section or clause of, or exhibit or schedule to, this Agreement unless otherwise indicated. Unless the context of this Agreement otherwise requires, (a) words of any gender include each other gender, (b) words using the singular or plural number also include the plural or singular number, respectively, (c) the terms "hereof," "herein," "hereby," and derivative or similar words refer to this Agreement as a whole, and not to any particular section or clause contained in this Agreement, and (d) the words "include", "includes," and "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

Section 27. Several, Not Joint, Claims. Except as expressly provided for herein, the agreements, representations, warranties, and obligations of the Parties to this Agreement are, in all respects, several and not joint.

Section 28. Notices. All notices, requests, demands, document deliveries, and other communications hereunder shall be deemed given if in writing and delivered, if sent by email, courier, or by registered or certified mail (return receipt requested) to the following addresses and email addresses (or at such other addresses and email addresses as shall be specified by like notice):

If to the Company, to:

Jack Cooper Investments, Inc.
630 Kennesaw Due West Road
Kennesaw, GA 30152
Attn.: Theo Ciupitu
Email: tciupitu@jackcooper.com

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Attn: Brian S. Hermann
Kelley A. Cornish
John T. Weber
Email: bhermann@paulweiss.com
kcornish@paulweiss.com
jweber@paulweiss.com

If to the Pension Plan, to:

Brad R. Berliner
Deputy General Counsel
Central States Funds
8647 W. Higgins Rd.
Chicago, IL 60631
Email: bberliner@centralstatesfunds.org

If to the Proposed Purchaser, to:

JC Buyer Company, Inc.
410 Park Avenue, 11th Floor
New York, New York 10022
Attention: Thomas Higbie
Stephen Blauner
Email address: thigbie@soluslp.com
sblauner@soluslp.com
complaince@soluslp.com

with a copy to:

Kirkland & Ellis LLP
300 North LaSalle
Chicago, Illinois 60654
Attention: Marc Kieselstein
Alexandra Schwarzman
E-mail address: mkieselstein@kirkland.com
alexandra.schwarzman@kirkland.com

and

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attention: Jonathan S. Henes
E-mail address: jhenes@kirkland.com

Section 29. Settlement Discussions. If the Restructuring is not consummated, or if this Agreement is terminated for any reason, nothing shall be construed herein as a waiver by any Party of any or all of such Party's rights, remedies, claims, and defenses, and the Parties expressly reserve any and all of their respective rights, remedies, claims, and defenses. No Party shall have, by reason of this Agreement, a fiduciary relationship in respect of any other Party or Person, and nothing in this Agreement (including the Exhibit and Schedules), express or implied, is intended to impose, or shall be construed as imposing, upon any Party any obligations in respect of this Agreement or the Restructuring except as expressly set forth herein. This Agreement is part of a proposed settlement of matters that could otherwise be the subject of litigation among the Parties. Nothing herein (including Exhibits and Schedules) shall be construed as or be deemed to be evidence of an admission or concession of any kind on the part of any Party of any claim, fault,

liability, or damages whatsoever. Each of the Parties denies any and all wrongdoing or liability of any kind and does not concede any infirmity in the claims or defenses which it has asserted or could assert. Pursuant to Federal Rule of Evidence 408, any applicable state rules of evidence and any other applicable law, foreign, or domestic, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than to prove the existence of this Agreement or in a proceeding to enforce the terms of this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective duly authorized officers or other agents, solely in their respective capacity as officers or other agents of the undersigned and not in any other capacity, as of the date first set forth above.

[*Signature pages follow*]

JACK COOPER INVESTMENTS, INC.

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

JACK COOPER VENTURES, INC.

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

JACK COOPER DIVERSIFIED, LLC

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

JACK COOPER ENTERPRISES, INC.

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

JACK COOPER HOLDINGS CORP.

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

JACK COOPER TRANSPORT COMPANY, INC.

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

AUTO HANDLING CORPORATION

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

CTEMS, LLC

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

JACK COOPER LOGISTICS, LLC

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

AUTO & BOAT RELOCATION SERVICES, LLC

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

AXIS LOGISTIC SERVICES, INC.

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

JACK COOPER CT SERVICES, INC.

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

JACK COOPER RAIL & SHUTTLE, INC.

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

NORTH AMERICAN AUTO TRANSPORTATION CORP.

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

JACK COOPER TRANSPORT CANADA INC.

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

JACK COOPER CANADA GP 1 INC.

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

JACK COOPER CANADA GP 2 INC.

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

JACK COOPER CANADA 1 LIMITED PARTNERSHIP

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

JACK COOPER CANADA 2 LIMITED PARTNERSHIP

By: _____
Name: T. Michael Riggs
Title: Chief Executive Officer

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION PLAN

By: _____
Name: Thomas Nyhan
Title: Executive Director

JC BUYER COMPANY, INC.

By: _____
Name: Stephen Blauner
Title: Secretary

Exhibit A

CSPF Term Sheet

Jack Cooper Ventures, Inc.
Jack Cooper Transport Company, Inc.
Auto Handling Corporation

NON-BINDING TERM SHEET
Relating to the Treatment of the
Central States, Southeast and Southwest Areas Pension Plan

Restructuring	Jack Cooper Ventures, Inc. and its U.S. and Canadian subsidiaries and all of its U.S. and Canadian controlled group members (collectively, the "Company") are considering a comprehensive restructuring (the "Restructuring") of the existing debt and other obligations of the Company. The Restructuring will be implemented through jointly administered voluntary cases commenced by the Company (the "Chapter 11 Cases") under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"). The Restructuring shall involve the sale (the "Sale Transaction") of all, or substantially all, of the Company's assets pursuant to section 363 of the Bankruptcy Code to a third-party, which shall be an entity that has not previously participated in the Central States, Southeast and Southwest Areas Pension Fund (the "Pension Plan") and does not currently participate in the Pension Plan (the "Buyer"). The Chapter 11 Cases shall not be substantively consolidated.
Scope	This non-binding term sheet identifies certain considerations that will be important to the Company, a Buyer and to the Pension Plan in connection with the Restructuring, but is offered for discussion purposes only. Nothing herein constitutes an offer, proposal or commitment to enter into any agreement, and this preliminary term sheet does not constitute or create any obligations or liability. This non-binding term sheet also identifies certain considerations that will be important to the Pension Plan in connection with the Restructuring, but is offered for discussion purposes only. Nothing herein constitutes an offer, proposal or commitment to enter into any agreement, and this preliminary term sheet does not constitute or create any obligations or liability. The Pension Plan and the Company agree that all terms and conditions set forth in this term sheet shall be subject to a collective bargaining process between Jack Cooper Transport Company, Inc., Auto Handling Corporation, and the Teamsters National Auto Transporters Industry Negotiating Committee ("TNATINC") and ratification of the resulting collective bargaining agreement (the "Modified CBA") by a majority of the bargaining unit members entitled to vote on the agreement. However, the Pension Plan is not bound by such collective bargaining process or the Modified CBA to the extent such Modified CBA contains terms contrary to those contained in this term sheet.

Overview	As a result of the Restructuring contemplated herein: (i) the Company will permanently cease to have an obligation to contribute to, and completely withdraw from, the Pension Plan, (ii) the Pension Plan's withdrawal liability claim (as determined below) shall be handled in accordance with this term sheet as part of the Chapter 11 Cases, (iii) the Buyer will enter the Pension Plan as a New Employer under the Pension Plan's hybrid plan ("Hybrid Plan") rules, (iv) the Buyer's ongoing contributions to the Pension Plan as a New Employer in the Hybrid Plan shall be $150 per week per covered employee, and (v) the Buyer's employees will not suffer a Pension Plan benefit cut as a result of the Restructuring, the withdrawal described in (i) above, or the reduction in contribution rate described in (iv) above. However, such employees are still subject to the Pension Plan's rules, and the Company and the Buyer acknowledge that such employees may be subject to a benefit cut in the future resulting from events that occur after the Restructuring.
Employment Offers	Effective immediately following the consummation of the Restructuring, the Buyer shall offer employment on terms set forth under the Modified CBA to substantially all of the Company's Teamsters-represented employees employed by the Company, and participating in the Pension Plan, immediately prior to the Restructuring.
Revisions to CBA	The terms of the existing collective bargaining agreement ("CBA") between the Company and the International Brotherhood of Teamsters (the "Teamsters") currently requiring participation in the Pension Plan shall be modified as agreed between the Teamsters and the Company (A) to reflect effects bargaining with respect to the Restructuring, and (B) to reflect changes relating to participation in the Pension Plan, including, without limitation, that: (i) the Company will permanently cease to have an obligation to contribute to, and completely withdraw from, the Pension Plan; and (ii) the Buyer will agree to participate in the Pension Plan's Hybrid Plan as a "New Employer" commencing on the Restructuring Effective Date (as defined below) at the rate established in the Modified CBA . Such rate shall be $150 per week per covered employee. The Company will cause the Buyer to either assume the Modified CBA, or to recognize and bargain with the Teamsters regarding a new collective bargaining agreement as a non-successor employer with the same ongoing provisions regarding the Pension Plan as described herein. Buyer will enter into a subsequent CBA that, in conjunction with the Modified CBA or the adopted new collective bargaining agreement, covers the entire Guarantee Period as defined in this term sheet with the same terms of participation in the Pension Plan as described herein.
Withdrawal from the	The Company will be deemed to have withdrawn from the Pension Plan effective

Pension Plan	on or before the consummation of the Restructuring.
Resolution of Withdrawal Liability Claims and Release of the Buyer and Controlled Group	The Pension Plan's withdrawal liability claim shall constitute an allowed general unsecured claim against each debtor in the Chapter 11 Cases in an amount to be stipulated and agreed upon between the Company and the Pension Plan prior to the commencement of the Chapter 11 Cases. The Pension Plan shall provide a full release, and agree not to assess against the Buyer or any other member of the Buyer's controlled group (or any of the Buyer's investors, owners, shareholders, representatives, partners, directors, agents or affiliates, in their capacity as such), whether on a successor theory, or otherwise, for, or attempt to collect from any such party, withdrawal liability, or any other liability related to the Pension Plan, arising from the Company's withdrawal from the Pension Plan in connection with the Restructuring, or otherwise with respect to any participation in the Pension Plan prior to the Restructuring Effective Date (including on account of events occurring after the Restructuring Date, such as mass withdrawal, plan termination, or insolvency).
No Benefit Reductions Resulting from Restructuring	As a result of or consequence of the Restructuring, including the Company's withdrawal from the Pension Plan described herein, the Pension Plan will not curtail, reduce, eliminate or otherwise adversely affect any benefit that the Company's participants in the Pension Plan (including current employees or former employees eligible for or receiving benefits from the Pension Plan) would be eligible to receive from the Pension Plan (including, without limitation, any "adjustable benefits", or any accrued vested pension benefits); provided, however, that subsequent to the Restructuring Effective Date employees will earn future benefits in accordance with the terms of the Pension Plan and the Modified CBA (including the new contribution rates set forth therein). However, the Pension Plan shall be able to curtail, reduce, eliminate or otherwise adversely affect any benefit that the Company's participants in the Pension Plan (including current employees or former employees eligible for or receiving benefits from the Pension Plan) would be eligible to receive from the Pension Plan (including, without limitation, any "adjustable benefits", or any accrued vested pension benefits) subsequent to the Restructuring Effective Date for any circumstance that would otherwise allow the Pension Plan to do so (other than the circumstances arising exclusively from the Restructuring itself).
Restructuring Effective Date	The "Restructuring Effective Date" shall mean the closing of a sale of all, or substantially all, of the Company's assets pursuant to section 363 of the Bankruptcy Code to the Buyer, and the execution of a CBA between the Buyer and a union (or the Buyer's assumption on the closing date of the Modified CBA between the Company and a union) which provides for participation in the Hybrid Plan.
Restructuring Support	The Pension Plan shall support the Sale Transaction, including by entering into a definitive agreement with the Company and Buyer reflecting the terms of this term sheet as soon as practicable, such agreement to be explicitly contingent on the Modified CBA providing for Buyer's participation in the Hybrid Plan in accordance with this term sheet, and the Pension Plan shall not directly or indirectly object to, delay, impede, or take any other action to interfere with

	approval, implementation, or consummation of the Sale Transaction.
Regular Contribution Obligations of the Buyer	The Buyer guarantees that for each of the calendar years 2020 through 2024 (as well as for a prorated portion of calendar year 2019) ("Guarantee Period"), the Buyer's Contribution Base Units ("CBUs") shall be at least 68,619 [85% of two times the CBUs reported for the period 12/30/18 through 6/29/19 as follows (.85*(2*40,364))] per plan year (prorated for 2019) ("Guaranteed CBUs"). The amount of Guaranteed CBUs is subject to adjustment as set forth in the "Ownership Transactions" and "Asset Purchases" provisions in this term sheet.
Additional Contribution Obligations of the Buyer in Furtherance of the Guaranteed CBUs	If actual CBUs during the Guarantee Period are less than the Guaranteed CBUs for the Guarantee Period, the Buyer shall remit to the Pension Plan additional contributions in order to meet the Guaranteed CBUs for the Guarantee Period ("Additional Contributions"). CBUs in excess of the Guaranteed CBUs for any plan year shall be credited toward any other plan year in which actual CBUs are less than Guaranteed CBUs. The dollar amount of the Additional Contributions owed by the Buyer to the Pension Plan in order to meet the Guaranteed CBUs for the Guarantee Period shall be calculated as follows: the net difference between the Guaranteed CBUs and the actual CBUs for the Buyer for the Guarantee Period, multiplied by $150. By way of example, if actual CBUs are less than Guaranteed CBUs by 100 CBUs for the Guarantee Period, then the Additional Contributions owed by the Buyer would be $15,000 (100 CBUs multiplied by $150). Except as otherwise provided in this term sheet, the Additional Contributions which the Buyer must remit to the Pension Plan shall be remitted by the Buyer such that it is received in full by the Pension Plan on or before the second anniversary following the end of the Guarantee Period. By way of example, if the Buyer failed to meet the Guaranteed CBUs for the entire Guarantee Period, the Buyer's Additional Contributions shall be due in full on or before the second anniversary following the end of the Guarantee Period. Any and all Additional Contributions due under this Agreement that the Buyer fails to remit when due shall be deemed to be delinquent contributions due under the terms of the Pension Plan and 29 U.S.C. § 1145, and the Pension Plan shall be entitled to all remedies available under 29 U.S.C. § 1132(g)(2). For purposes of calculating the Buyer's withdrawal liability (if any) upon any future withdrawal by Buyer from the Hybrid Plan, the amount of the Special Contribution (defined below) and Additional Contributions shall not be taken into account in determining: (i) the amount of the Buyer's withdrawal liability, (ii) the annual payoff amount of such withdrawal liability, (iii) the Buyer's CBU contribution rate or (iv) the Buyer's annual number of CBUs; provided, that both the Additional Contributions that are owed by the Buyer for the Guarantee Period and the CBUs that are necessary to be added to meet the Guaranteed CBUs shall be included in any withdrawal liability actually incurred by the Buyer. The Company and the Buyer understand and agree that any Additional Contributions owed under this term sheet will not be attributable to any particular participant or group of participants in the Hybrid Plan, and shall not result in any additional benefit accruals.

Special Contribution Obligations of the Buyer and Benefit Restoration Commitment of the Pension Plan	It shall be a condition precedent to the consummation of the Restructuring that the collective bargaining agreement to which the Buyer is a party and the Pension Plan's Participation Agreement with Buyer provide, in combination, for the following: (i) The Buyer shall on the 18-month anniversary of the Restructuring Effective Date pay a special contribution to the Pension Plan equal in amount to the aggregate amount of contributions not paid by the Company (or which would have been paid by the Company but for the termination of its participation in the Pension Plan) for work performed from May 26, 2019 through the Restructuring Effective Date (net of any recovery to the Pension Plan in the Restructuring related to such unpaid contributions) (the "Special Contribution"), plus interest computed and charged to the Buyer (a) at an annualized interest rate equal to two percent (2%) plus the prime interest rate established by JPMorgan Chase Bank, NA for the fifteenth (15th) day of the month for which the interest is charged, or (b) at an annualized interest rate of 7.5% (whichever is greater), such Special Contribution obligation to be secured by a lien on the Buyer's assets junior to liens in favor of the Buyer's lenders and other liens permitted to be incurred under the Buyer's financing agreements; and (ii) Promptly after full and timely payment of the Special Contribution obligation and all accrued interest, the Pension Plan shall retroactively credit any benefit accruals that the Pension Plan did not grant on account of (a) any Company contribution delinquencies or (b) discontinuation of participation in and/or withdrawal from the Pension Plan, in each case, in respect of individuals who were the Company's employees on or prior to the Restructuring Effective Date (whether or not such individuals enter the Buyer's employ).
Participation Terms	The Buyer understands and agrees that its participation in the Pension Plan during the entire Guarantee Period shall be pursuant to the terms of the Qualifying New ("Hybrid Method") Employers Schedule contained in Appendix M of the Pension Plan, and the Buyer shall enter into a collective bargaining agreement (or a series of collective bargaining agreements) that include an obligation to contribute to the Hybrid Plan and which embody such requirements, expire on the last day of the Guarantee Period (the initial collective bargaining period shall cover a period of five years), and cover all of the work including, without limitation, job classifications and locations, covered under the Company's prior collective bargaining agreements.
Post-Restructuring Withdrawal Liability and Investor Release	For the avoidance of doubt, from and after the Restructuring Effective Date, the Buyer's withdrawal liability from the Hybrid Plan, if any, shall be based solely and exclusively on the Buyer's contributions to the Hybrid Plan made from and after the Restructuring Effective Date, and in no event shall the Pension Plan take into account for any purpose any contribution history of the Company to the Pension Plan prior to the Restructuring Effective Date. The Pension Plan shall provide a full release, and agree not to assess against Solus Alternative Asset Management LP or any of its managed funds or

	accounts (collectively, the "Initial Investor"), or any of its investors, shareholders, owners, representatives, officers, limited or general partners, directors, agents, or affiliates (the "Initial Investor Affiliates"), in their capacity as such, or any transferees of the Initial Investor or the Initial Investor Affiliates that do not otherwise participate in the Pension Plan (collectively, the "Investor Released Parties"), whether on a controlled group theory or otherwise, for, or attempt to collect from any such party, withdrawal liability, contributions, Additional Contributions, Special Contributions, or the Termination Fee, in each case, relating to or arising out of the Buyer's or the Company's participation in the Hybrid Plan or the Pension Plan, whether arising or attributable to periods before, on or after the Restructuring Effective Date. For the avoidance of doubt, this section (1) shall not release an Investor Released Party from liabilities arising out of such Investor Released Party's actions that are unrelated to the Buyer's participation in the Hybrid Plan, including fraudulent transfer or similar non-ERISA-specific creditors' remedies under state or federal law, and (2) shall not release Buyer from its liabilities or contribution obligations under the Hybrid Plan described in this Term Sheet, including any of Buyer's obligations to pay Special Contributions, Additional Contributions, or the Termination Fee. Further, the above release shall only apply to a transferee of the Buyer if: (1) the transferee is not T. Michael Riggs, any person related to him by blood, marriage, or adoption, any trust of which T. Michael Riggs or any such related person is a settlor, trustee, or beneficiary, or any trustee, settlor, or beneficiary of any such trust; (2) the transferee is not a natural person listed by such person's name in the "Name" column of the Jack Cooper Investments, Inc. capitalization table attached hereto as Exhibit A (collectively, the "Identified Individuals"), or, to the knowledge of the Investor Released Party making such transfer, any person related to an Identified Individual by blood, marriage, or adoption, any trust of which an Identified Individual or any such related person is a settlor, trustee, or beneficiary, or any trustee, settlor, or beneficiary of any such trust; (3) the transferee is not a trust listed in the "Name" column of Exhibit A or, to the knowledge of the Investor Released Party making such transfer, any trustee, settlor, or beneficiary of any such trust; and (4) the transferee is not a non-trust entity (other than an Initial Investor Affiliate) listed in the "Name" column of Exhibit A.
Ownership Transactions	In the event that (A) the Buyer (or any member of the Buyer's controlled group, determined pursuant to the objective tests under 26 C.F.R. §1.414(b) or §1.414(c)), or (B) any person, or group of persons together, that directly or indirectly, within the meaning of 26 C.F.R. § 1.414(c)-4, has a 51% or greater ownership interest in the Buyer, and acting alone or with the Buyer (or any member of the Buyer's controlled group, determined pursuant to the objective tests under 26 C.F.R. §1.414(b) or §1.414(c)), acquires at least a 51% interest in any trade or business (within the meaning of 29 U.S.C. § 1301(b)(1)) which participates in the Pension Plan and which, at any time before the acquisition, conducted any operations (regardless of location) of the type covered by any of the collective bargaining agreements that the Company was a party to during any part of January 1, 2013 through the Restructuring Effective Date ("Ownership Transaction"), the Buyer agrees that the amount of Guaranteed CBUs for each plan year in the Guarantee Period subsequent to the plan year of the Ownership Transaction will be increased by 85% of the CBUs attributable to the acquired trade or business for the plan year prior to the plan year of the

	Ownership Transaction. For the plan year in which the Ownership Transaction occurs, the increase to the Guaranteed CBUs shall consist of adding 85% of the CBUs attributable to the acquired trade or business for the plan year prior to the plan year of the Ownership Transaction, multiplied by the number of weeks in the plan year of the Ownership Transaction subsequent to the Ownership Transaction, divided by the total number of weeks in the plan year of the Ownership Transaction. For purposes of meeting the Guaranteed CBUs, the CBUs of an acquired trade or business shall be counted toward meeting the Guaranteed CBUs only with respect to CBUs accruing in weeks subsequent to the Ownership Transaction. By way of example, if the Guaranteed CBUs on January 1 for the plan year in question is 100 CBUs and on September 30 of such plan year an Ownership Transaction occurs and the CBUs attributable to the acquired trade or business for such plan year is 100 CBUs, then the Guaranteed CBUs for such plan year shall be 121.25 CBUs = ((100 x 9) / 12) + (((85% x 100) + 100) x 3) / 12). The contribution rate for the acquired trade or business shall be the higher of $150 per week or the rate in effect prior to the acquisition (including any required contribution rate increases). In the event that (A) the Buyer (or any member of the Buyer's controlled group, determined pursuant to the objective tests under 26 C.F.R. §1.414(b) or §1.414(c)), or (B) any person, or group of persons together, that directly or indirectly, within the meaning of 26 C.F.R. § 1.414(c)-4, has an 80% or greater ownership interest in the Buyer, and acting alone or with the Buyer (or any member of the Buyer's controlled group, determined pursuant to the objective tests under 26 C.F.R. §1.414(b) or §1.414(c)), acquires at least an 80% ownership interest in any trade or business (within the meaning of 29 U.S.C. § 1301(b)(1)) which participates in the Pension Plan ("80% Ownership Transaction"), such acquired trade or business must satisfy its withdrawal liability, if any, to the Pension Plan in full at or before the acquisition in an amount determined under ERISA as though the acquired trade or business completely withdrew from the Pension Plan immediately prior to the acquisition. The occurrence of an 80% Ownership Transaction without the payment of such withdrawal liability shall result in the Buyer being treated as an Old Employer under the terms of the Pension Plan.
Asset Purchases	In the event that (A) the Buyer (or any member of the Buyer's controlled group, determined pursuant to the objective tests under 26 C.F.R. §1.414(b) or §1.414(c)), or (B) any person, or group of persons together, that directly or indirectly, within the meaning of 26 C.F.R. § 1.414(c)-4, has a 51% or greater ownership interest in the Buyer, and acting alone or with the Buyer (or any member of the Buyer's controlled group, determined pursuant to the objective tests under 26 C.F.R. §1.414(b) or §1.414(c)), acquires or acts as lessee (or sublessee) of at least 50% of the assets used in any covered operations of any trade or business (within the meaning of 29 U.S.C. § 1301(b)(1)) that participates in the Pension Plan ("Asset Transfer Transaction"), the Buyer agrees that the amount of Guaranteed CBUs for each plan year in the Guarantee Period subsequent to the plan year of the Asset Transfer Transaction will be increased by 85% of the CBUs attributable to the operations related to the Asset Transfer Transaction for the plan year prior to the plan year of the Asset Transfer Transaction. For the plan year in which the Asset Transfer Transaction

	occurs, the increase to the Guaranteed CBUs shall consist of adding 85% of the CBUs attributable to the operations related to the Asset Transfer Transaction for the Plan year prior to the Asset Transfer Transaction, multiplied by the number of weeks in the plan year of the Asset Transfer Transaction subsequent to the Asset Transfer Transaction, divided by the total number of weeks in the plan year of the Asset Transfer Transaction. For purposes of meeting the Guaranteed CBUs, the CBUs attributable to the operations transferred in the Asset Transfer Transaction shall be counted toward meeting the Guaranteed CBUs only with respect to CBUs accruing in weeks subsequent to the Asset Transfer Transaction with respect to such operations. By way of example, if the Guaranteed CBUs on January 1 for the plan year in question is 100 CBUs and on September 30 of such plan year an Asset Transfer Transaction occurs and the CBUs attributable to the operations related to the Asset Transfer Transaction for such plan year is 100 CBUs, then the Guaranteed CBUs for such plan year shall be 121.25 CBUs = ((100 x 9) / 12) + (((85% x 100) + 100) x 3) / 12). The contribution rate for the acquired operations shall be the higher of $150 per week or the rate in effect prior to the acquisition (including any required contribution rate increases). In the event the asset purchase agreement complies with 29 U.S.C. §1384, then the Buyer shall be treated as an Old Employer under the terms of the Pension Plan for purposes of any withdrawal liability assessment absent the explicit consent of the Pension Plan.
Existing Employer Transaction	In the event that at least a 51% ownership interest in the Buyer is transferred, or at least 50% of the assets used in any covered operations of the Buyer are transferred or leased, and the acquirer/lessee (or sublessee) of such ownership interest or assets (as the case may be) participates in the Pension Plan, or is in the controlled group (within the meaning of 29 U.S.C. § 1301(b)(1)) with any trades or business that participates in the Pension Plan (an "Existing Employer Transaction"), participants from the acquirer's/lessee's (or sublessee's) existing operations (including all controlled group members of such acquirer/lessee (or sublessee)) may not be counted toward satisfying the Guaranteed CBUs.
Information Regarding Transactions	In the event that an Ownership Transaction, Asset Transfer Transaction, or Existing Employer Transaction occurs, the Buyer shall give the Pension Plan notice of such event within 14 days of the closing of the transaction. Such notice shall describe the transaction, indicate the effective date of the transaction, and identify all parties to the transaction. Buyer agrees to provide all additional information and documents related to the transaction as reasonably requested by the Pension Plan.
Termination Fee	In the event that, prior to the end of the Guarantee Period, the Buyer permanently ceases covered operations and/or permanently ceases to have an obligation to contribute to the Pension Fund for any reason other than a Pension Plan insolvency, termination or mass withdrawal, but including, for the avoidance of doubt, as a result of a decertification, disclaimer of interest, or change in bargaining representative (a "Withdrawal"), the Buyer shall pay the Pension Fund: (1) if the Withdrawal occurs on or before June 30, 2022, an amount equal to double the amount of Additional Contributions; or (2) if the Withdrawal occurs

	after June 30, 2022, the amount of Additional Contributions. The amount owed in the preceding sentence shall be computed using the assumption that the actual CBUs owed for periods after the Withdrawal is zero ("Termination Fee"). The Termination Fee shall include payment for the entire period of time between the Withdrawal and the end of the Guarantee Period. Under no circumstances will the Buyer be entitled to a refund of any contributions or other amounts. Neither an obligation to remit the Additional Contributions nor an obligation to remit the Termination Fee shall be considered when either determining whether the Buyer has permanently ceased to have an obligation to contribute under the terms of this Agreement or in determining whether a complete or partial withdrawal has occurred under 29 U.S.C. §§ 1383 and/or 1385. Further, the Termination Fee shall be paid in addition to any other amounts which Buyer may owe under this term sheet, and, to the extent not inconsistent with this term sheet, the Pension Plan, ERISA, or otherwise.
Immediately Payable upon Sale by Buyer	In the event Buyer sells all or substantially all assets that it acquired from the Company in the Restructuring prior to the end of the Guarantee Period ("Future Asset Sale"), Buyer agrees that it will be liable to the Pension Plan for, and shall pay on the closing date of the Future Asset Sale all unsatisfied contribution obligations due from Buyer under the Modified CBA or any other collective bargaining agreement with respect to the period from the Restructuring Effective Date to the closing date of the Future Asset Sale, and all unpaid Special Contribution, all unpaid Additional Contributions, and the Termination Fee; provided, however, that the Buyer shall be relieved of any such obligations if the subsequent buyer in the Future Asset Sale is an unrelated third party reasonably acceptable to the Pension Plan and such subsequent buyer agrees to assume the Buyer's obligations hereunder on terms reasonably acceptable to the Pension Plan.
Information Regarding Withdrawal	In the event of the Buyer's permanent cessation of covered operations and/or the permanent cessation of the obligation to contribute to the Pension Plan, the Buyer agrees to provide additional information and documents related to the cessation as reasonably requested by the Pension Plan. The Pension Plan shall calculate the amount of the Termination Fee and provide notice of the amount to the Buyer within 14 days of receipt of the notice from the Buyer. Buyer shall then pay the Termination Fee in a lump sum payment which must be received by the Pension Fund within 14 days of the Buyer's receipt of the Pension Plan's notice. Any portion of the Termination Fee which the Buyer fails to remit when due shall be deemed to be delinquent contributions due under the terms of the Plan and 29 U.S.C. § 1145, and the Pension Plan shall be entitled to all remedies available under 29 U.S.C. § 1132(g)(2).
Miscellaneous Withdrawal Liability Provisions	The Company understands and agrees that the Company is not entitled to an abatement of its withdrawal liability (whether in the form of a reduction or a waiver) pursuant to 29 U.S.C. §§ 1386-1388.The Company and the Buyer understand and agree that neither the Company nor the Buyer is entitled to receive the exception to withdrawal liability provided in 29 U.S.C. § 1390.

Warranties	The Company warrants and represents to the Pension Plan that the contribution history reported by the Company to the Pension Plan does not understate the contributions or CBUs of the Company from January 1, 2009, through and including December 31, 2018. The Company warrants and represents that from January 1, 2009, through and including the Restructuring Effective Date, there were no trades or businesses (other than Jack Cooper Transport Company, Inc. and Auto Handing Corporation) that were both under common control with the Company within the meaning of 29 U.S.C. § 1301(b)(1) and the regulations promulgated thereunder, and obligated to contribute to the Pension Plan during any part of that period. The Company warrants and represents that all the documents produced to the Pension Plan were true and accurate at the time they were produced to the Pension Plan, as well as at the Restructuring Effective Date, and the Company understands and agrees that the Pension Plan reasonably relied upon such documents in evaluating this term sheet. The Pension Plan warrants and represents that, based upon the actuarial assumptions and methods utilized by the Pension Plan's actuaries, the Buyer's contributions as a New Employer are projected to fully fund the benefits to be accrued by Buyer's employees while Buyer is participating in the Hybrid Plan.
Compliance with Pension Plan	The Buyer agrees to be bound by, and comply with, the Pension Plan Trust Agreement, the Pension Plan, and all rules and policies of the Pension Plan to the extent not inconsistent with this term sheet. In addition to executing collective bargaining agreements in accordance with requirements of this term sheet, the Buyer agrees to execute the Pension Plan's Participation Agreement to the extent no terms thereof are inconsistent with this term sheet.
Joint and Several Obligations	Except as otherwise provided in this term sheet, all payments and obligations of the Buyer under this term sheet shall be joint and several obligations of each trade or business in the Buyer's controlled group (within the meaning of 29 U.S.C. § 1301(b)(1) and the regulations promulgated thereunder). For the avoidance of doubt, no Investor Released Party shall at any time be deemed a member of such controlled group. All payments and obligations of the Company under this term sheet shall be joint and several obligations of each trade or business in the Company's controlled group (within the meaning of 29 U.S.C. § 1301(b)(1) and the regulations promulgated thereunder). For the avoidance of doubt, no Investor Released Party shall at any time be deemed a member of such controlled group.
Other Pension Issues	During the Guarantee Period, the Buyer's employees that participate in the Pension Plan shall not participate in any 401(k) or other pension plan established by the Buyer or contributed to by the Buyer. To the extent that the Company negotiates relief with other multiemployer pension plans in which it participates in connection with the Restructuring on terms that are more favorable than the terms agreed to between the Pension Plan

	and the Company, this term sheet shall be revised to include the more favorable terms. If Buyer or Solus Alternative Asset Management LP hereafter agree to pay contributions or withdrawal liability that the Company owed for periods prior to the Restructuring Effective Date to any other multiemployer pension plan on terms more favorable than those provided to the Pension Plan, this term sheet shall be revised to include the more favorable terms.

Exhibit B

Form of Joinder

The undersigned ("**Joinder Party**") hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of _____ (the "**Agreement**"), by and among the Company Parties bound thereto and the Consenting Lenders signatories thereto and agrees to be bound by the terms and conditions thereof to the extent the other Parties are thereby bound, and shall be deemed a "Consenting Lender" under the terms of the Agreement. Each capitalized term used herein but not otherwise defined shall have the meaning ascribed to it in the Agreement.

The Joinder Party represents and warrants to each other Party to the Agreement that, as of the date hereof, such Joining Party (a) is the legal or beneficial holder of, and has all necessary authority (including authority to bind any other legal or beneficial holder) with respect to, the debt or equity interest identified below its name on the signature page hereof and (b) makes, as of the date hereof, the representations and warranties set forth in Section 11 of the Agreement.

The Joinder Party specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained therein as of the date of this joinder and any further date specified in the Agreement.

All notices and other communications given or made pursuant to the Agreement shall be sent to the Joining Party at:

[JOINING PARTY]

[ADDRESS]

Date Executed:

_____
Name:
Title:

Address:

E-mail address(es):

Aggregate Amounts Beneficially Owned or Managed of:	
First Lien Claims	
1.5 Lien Claims	
Second Lien Claims	
Other Interests	

Exhibit C

Provision for Transfer Agreement

The undersigned ("**Transferee**") hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of _____ (the "**Agreement**"), by and among the Company Parties bound thereto and the Consenting Lenders, including the transferor to the Transferee of any Company Claims/Interests (each such transferor, a "**Transferor**"), and agrees to be bound by the terms and conditions thereof to the extent the Transferor was thereby bound, and shall be deemed a "Consenting Lender" under the terms of the Agreement. Each capitalized term used herein but not otherwise defined shall have the meaning ascribed to it in the Agreement.

The Transferee specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained therein as of the date of the Transfer, including the agreement to be bound by the vote of (or other actions taken in support of the Restructuring Transactions by) the Transferor if such vote was cast (or other action was taken) before the effectiveness of the Transfer discussed herein.

Date Executed:

_____
Name:
Title:
Address:
E-mail address(es):

Aggregate Amounts Beneficially Owned or Managed of:	
First Lien Claims	
1.5 Lien Claims	
Second Lien Claims	
Other Interests	