

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

In re:

BEAVEX HOLDING CORPORATION, *et al.*,¹

Debtors.

Chapter 11

Case No. 19-10316 (____)

Joint Administration Requested

**DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS,
PURSUANT TO SECTIONS 105(a), 363, 1107(a) AND 1108 OF THE BANKRUPTCY
CODE (I) AUTHORIZING THE DEBTORS TO PAY CERTAIN PREPETITION
CLAIMS OF CONTRACT COURIERS AND THIRD-PARTY SERVICE PROVIDERS,
(II) AUTHORIZING BANKS TO HONOR AND PROCESS CHECK
AND ELECTRONIC TRANSFER REQUESTS RELATED THERETO,
AND (III) GRANTING CERTAIN RELATED RELIEF**

The above-captioned affiliated debtors and debtors in possession (collectively, the “Debtors”) hereby submit this motion (this “Motion”) for the entry of interim and final orders, substantially in the forms attached hereto as Exhibit A (the “Proposed Interim Order”) and Exhibit B (the “Proposed Final Order,” and together with the Proposed Interim Order, the “Proposed Orders”), respectively, pursuant to sections 105(a), 363(b), 1107(a) and 1108 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”) and Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) (i) authorizing, but not directing, the Debtors, in their sole discretion, to pay, in the ordinary course of business the prepetition claims of certain contract couriers and third-party service providers and (ii) authorizing banks and other financial institutions (collectively, the “Banks”) to honor and process check and electronic transfer requests related to the foregoing. The facts and circumstances supporting this Motion are set forth in the concurrently-filed *Declaration of Donald Van der*

¹ The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: BeavEx Holding Corporation (7740); BeavEx Acquisition, Inc. (5497); BeavEx Incorporated (7355); JNJW Enterprises, Inc. (4963); and USXP, LLC (2997). The headquarters for the above-captioned Debtors is located at 2120 Powers Ferry Road SE, Suite 300, Atlanta, GA 30339.

Wiel in Support of Debtors' Chapter 11 Petitions and First Day Motions (the "First Day Declaration"), which is incorporated herein by reference. In further support of this Motion, the Debtors respectfully state as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012 (the "Amended Standing Order"). This is a core proceeding pursuant to 28 U.S.C. § 157(b), and pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory and legal predicates for the relief sought herein are sections 105(a), 363(b), 1107(a) and 1108 of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004.

BACKGROUND

3. On the date hereof (the "Petition Date"), each of the Debtors commenced a voluntary case under the Bankruptcy Code. The Debtors are authorized to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No official committees have been appointed in these chapter 11 cases, and no request has been made for the appointment of a trustee or examiner.

4. Additional information regarding the Debtors' business, capital structure and the circumstances leading to the filing of these chapter 11 cases is set forth in the First Day Declaration.

RELEVANT BACKGROUND

5. As described in the First Day Declaration, the Debtors' business operations consists of their transportation broker services, warehousing and courier services (the "Core BeavEx Business") and their medical logistics support services (the "Medical Logistics Business") for which the Debtors have contracted with various independent contract couriers and third-party services providers.

(i) Contract Couriers

6. As part of their Core BeavEx Business operations, the Debtors contract with approximately 2,200 non-employee independent contract couriers (the "Contract Couriers") to transport their customers' packages to and from their customers and the Debtors' terminals to the end-users. These Contract Couriers are independent contractors who are engaged pursuant to separate owner-operator agreements and are comprised of approximately 1,950 individual sole-proprietor contract couriers (the "Sole-Proprietor Contract Couriers") and 250 individuals or entities (the "Master Contract Couriers") who are permitted under their owner-operator agreements to subcontract out their services to previously approved personnel. A significant portion of the courier services provided by the Core BeavEx Business and the Medical Logistics Business requires the Contract Couriers to transport controlled substances, hazardous materials or other highly-sensitive materials. Due to the sensitive or hazardous nature of the customers' goods as well as the security measures instituted at various end-user or customer locations or airport terminals, many of the Contract Couriers are required by either the end-user, customer, governmental regulatory agencies or the Transportation Security Administration to obtain and maintain certain security clearances as well as certifications for transporting things such as controlled substances or hazardous materials.

7. Generally, the Contract Couriers are paid two weeks in arrears and on a weekly basis. Therefore, as of the Petition Date, many of the Contract Couriers will have prepetition claims (the “Contract Courier Claims”). As of the Petition Date, the Debtors anticipate that most, if not all, of the Contract Couriers will have unpaid prepetition claims in an aggregate amount of \$5.1 million, of which approximately \$5.0 million will be due and owing within twenty-one (21) days after the Petition Date.

(ii) *Third-Party Service Providers*

8. In addition to the Debtors’ ground and air transportation services that are part of the Core BeavEx Business, the GML Division also provides medical logistics services related to: (i) on-site drug and alcohol testing that includes random, pre-employment and post-incident blood/alcohol testing; (ii) on-site phlebotomy services; (iii) biometric and phlebotomy venipuncture draws related to company wellness programs and (iv) policy development and assessment of alcohol and drug testing programs (the “GML Services”).

9. To that end, the Debtors contract with approximately 900 non-employee third-party service providers (the “Third-Party Service Providers”) to provide the various GML Services to their customers nationwide. The Third-Party Service Providers are contractors who go on-site to the customers’ location to perform the GML Services, many of which are in highly personal and sensitive areas and/or require highly skilled and specialized training to perform. As is the case with the Contract Couriers, the Third-Party Service Providers are independent contractors who are engaged pursuant to separate agreements and are comprised of approximately 700 individual sole-proprietor contract couriers (the “Sole-Proprietor Third-Party Service Providers”) and 200 individuals or entities who are permitted under their agreement to

subcontract out their services to previously approved personnel (the “Master Third-Party Service Providers”).

10. Generally, the Third-Party Service Providers submit their invoices to the Debtors for services rendered, and the Debtors pay the Third-Party Service Providers on a bi-weekly basis based on the invoices received. Therefore, at the time of the filing, certain Third-Party Service Providers will have prepetition claims (the “Third-Party Service Provider Claims”). As of the Petition Date, the Debtors anticipate that most, if not all of the Third-Party Service Providers will have unpaid prepetition claims in an aggregate amount of \$60,000, of which approximately \$40,000 will be due and owing within twenty-one (21) days after the Petition Date.

RELIEF REQUESTED

11. By this Motion, the Debtors request that the Court enter the Proposed Orders (i) authorizing, but not directing, the Debtors, in their discretion, to pay (a) the Contract Courier Claims, subject to the \$5.0 million cap provided for in the Interim Order and the \$5.1 million cap provided for in the Final Order and (b) the Third Party Service Provider Claims, subject to the \$40,000 cap provided for in the Interim Order and the \$60,000 cap provided for in the Final Order and (ii) authorizing the Banks to honor and process check and electronic transfer requests related to the foregoing.

12. The Debtors further request that they be authorized, but not required, in their discretion, to condition the payment of Contract Courier Claims or the Third-Party Service Provider Claims on the agreement of the holder of such claim (the “Claimant”) to continue to provide services to the Debtors on terms that are consistent with the most favorable trade terms, practices, and programs in effect between the Claimant and the Debtors in the six months prior to the Petition Date

(collectively, the “Customary Trade Terms”) or such other trade terms as are agreed to by the Debtors and the Claimant.

BASIS FOR RELIEF

A. The Court Should Authorize the Debtors, in Their Discretion, to Pay the Contract Courier Claims and the Third-Party Service Provider Claims

I. Entry of the Proposed Orders Is Critical to the Debtors’ Efforts to Preserve and Maximize the Value of their Estates through these Chapter 11 Cases

13. The Debtors’ Core BeavEx Business and Medical Logistics Business delivery services are provided exclusively by and rely and heavily on, their highly dependable and extensive network of Contract Couriers and Third-Party Service Providers who have the requisite knowledge, expertise, training and security clearances to provide the services to the Debtors’ customers and end-users. Because the Contract Couriers and Third Party Service Providers are the Debtors’ only means by which the service requirements of their customers can be met, if they were to stop providing their services to the Debtors’ customers, the Debtors’ operations would immediately cease, thereby jeopardizing their efforts to preserve and maximize estate value through the chapter 11 cases. As a result, it is imperative that the Debtors be authorized, in their sole discretion, to pay the Contract Couriers and Third-Party Service Providers, in the ordinary course of their business, to avoid any interruption to their operations.

14. The Contract Couriers and Third-Party Service Providers, often times, are required to obtain and maintain appropriate certifications and security clearances as well as possess unique and specialized skills to perform the duties. Thus, the Debtors submit that finding alternative providers to meet their operational needs is not feasible under the circumstances, especially considering that the Contract Couriers and Third-Party Service Providers are strategically located regionally based on the needs and location of the customers and/or end-users. Simply put, finding alternative service providers that possess the unique and

requisite skill, knowledge or security clearance, if possible at all, will be prohibitively expensive and time-consuming and would come at a significant cost and risk to the Debtors' estates.

15. Additionally, the Sole-Proprietor Contract Couriers and Sole-Proprietor Third-Party Service Providers are small operations that rely principally on the business provided by the Debtors. Although the Master Contract Couriers and Master Third-Party Service Providers are slightly larger operations, the Debtors' business also represents a significant portion of their operations. Therefore, the Debtors believe that the Contact Couriers and Third-Party Service Providers would face severe financial hardship if the Court did not authorize the Debtors to pay, in their sole discretion, the Contract Courier Claims and the Third-Party Service Provider Claims.

16. As described above, the Contract Couriers and the Third-Party Service Providers provide essential services in connection with the Debtors' business operations, and, they are essentially sole source providers of those services, who rely heavily on the Debtors' business for their operations. Any failure to pay the Contract Courier Claims or the Third-Party Service Provider Claims would, in the Debtors' business judgment, result in those parties refusing to provide the necessary services to the Debtors, and any disruption, delay or shutdown in the Debtors' operations resulting from such a refusal to do business with the Debtors on a postpetition basis would have disastrous effects on the Debtors' business and undermine the Debtors' ability to preserve and maximize the value of their estates. Therefore, maintaining the business and avoiding disruptions in their operations until the consummation of a sale process, thus maximizing its value, is in the best interest of the Debtors, their creditors and stakeholders.

17. For the foregoing reasons, the Debtors respectfully submit that entry of the Proposed Orders is in the best interests of the Debtors, their estates and their creditors.

II. Applicable Authority Supports Entry of the Proposed Orders

a. Payment of the Contract Courier Claims and Third-Party Service Provider Claims is Warranted Pursuant to Sections 105(a) and 363 of the Bankruptcy Code and the “Doctrine of Necessity”

18. Section 363(b)(1) of the Bankruptcy Code authorizes the trustee to use property of the estate other than in the ordinary course of business after notice and a hearing. 11 U.S.C. § 363(b)(1). Additionally, section 105(a) of the Bankruptcy Code empowers the Court to “issue any order, process, or judgment that is necessary to carry out the provisions of [chapter 11 of the Bankruptcy Code].” *Id.* at 105(a). Under section 105(a), a court “can permit pre-plan payment of a prepetition obligation when essential to the continued operation of the debtor.” *In re NVR L.P.*, 147 B.R. 126, 127 (Bankr. E.D. Va. 1992); *see also In re Just for Feet, Inc.*, 242 B.R. 821, 826 (D. Del. 1999) (“To invoke the necessity of payment doctrine, a debtor must show that payment of the prepetition claims is critical to the debtor’s reorganization.”) (internal quotation omitted). A bankruptcy court’s use of its equitable powers to “authorize the payment of prepetition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept.” *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) (citing *NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 528 (1984)).

19. The “necessity of payment” doctrine “recognizes the existence of the judicial power to authorize a debtor in a reorganization case to pay prepetition claims where such payment is essential to the continued operation of the debtor.” *Ionosphere Clubs*, 98 B.R. at 176; *see also In re Chateaugay Corp.*, 80 B.R. 279 (S.D.N.Y. 1987); *In re Lehigh & New England Ry. Co.*, 657 F.2d 570, 581 (3d Cir. 1981) (payment of creditors’ claims authorized under “necessity of payment” doctrine); *In re Penn Central Transp. Co.*, 467 F.2d 100, 102 n.1 (3d Cir. 1972) (holding that the necessity of payment doctrine permits “immediate payment of claims of creditors where those creditors will not supply services or materials essential to the conduct of

the business until their pre-reorganization claims have been paid”); *In re Just For Feet Inc.*, 242 B.R. at 824 (authorizing payment of prepetition claims of trade creditors that continue customary trade terms and recognizing “the court’s power to authorize payment of pre-petition claims when such payment is necessary for the debtor’s survival during chapter 11”); *In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191-192 (Bankr. D. Del. 1994) (noting that the debtors “may pay pre-petition claims that are essential to continued operation of business”); *Ionosphere Clubs*, 98 B.R. at 176 (necessity of payment rule applies to chapter 11 debtors) (citing *Dudley v. Mealey*, 147 F.2d 268 (2d Cir. 1945), cert. denied, 315 U.S. 873 (1945)). The necessity of payment doctrine is consistent with the paramount goal of chapter 11, i.e., “facilitating the continued operation and rehabilitation of the debtor ...” *Ionosphere Clubs*, 98 B.R. at 176.

20. The Contract Couriers and Third-Party Service Providers are vital to the Debtors’ continuing business operations and efforts to preserve and maximize estate value. After careful consideration, the Debtors have concluded, in an exercise of their sound business judgment, that there is a significant risk that these parties will stop doing business with the Debtors and/or face severe financial hardship if the Debtors do not honor the prepetition obligations, either of which would cause irreparable harm to the Debtors’ operations and chapter 11 efforts. Therefore, the Debtors submit that honoring their prepetition obligations to the Contract Courier and Third-Party Service Providers, in their sole discretion, is in the best interests of their estates and creditors.

b. Payment of the Contract Courier Claims and Third-Party Service Provider Claims is Warranted Pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code

21. Debtors-in-possession under section 1107(a) and 1108 of the Bankruptcy Code are fiduciaries “holding the bankruptcy estate and operating the business for the benefit of [their] creditors.” *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002). *In CoServ*, the

bankruptcy court acknowledged that pre-plan satisfaction of prepetition claims is a valid exercise of a debtor's fiduciary duty when the payment "is the only means to effect a substantial enhancement of the estate." *Id.* at 498. The court provided a three-pronged test for determining whether a pre-plan payment on account of a prepetition claim was a valid exercise of a debtor's fiduciary duty.

22. First, it must be critical that the debtor deal with the claimant. Second, unless it deals with the claimant, the debtor risks the probability of harm, or, alternatively, loss of economic advantage to the estate or the debtor's going concern value, which is disproportionate to the amount of the claimant's pre-petition claim. Third, there is no practical or legal alternative by which the debtor can deal with the claimant other than by payment of the claim.

Id. at 498.

23. Payment of the Contract Courier Claims and the Third-Party Service Provider Claims meets the test set forth in *CoServ*. Among other things, any failure to honor the Contract Courier Claims and the Third-Party Service Provider Claims may result in that particular provider being forced to shut down its business operations, thereby interrupting the Debtors' operations. The harm and economic disadvantage to the Debtors' operations and their efforts in connection with the Chapter 11 Cases that would stem from the failure to pay the Contract Courier Claims and the Third-Party Service Provider Claims greatly outweighs the amount of the prepetition claims that would have to be honored to protect the operations of these parties and to ensure the Debtors' continued and uninterrupted business operations. Additionally, the Debtors have determined that to avoid significant disruption to their operations, there exists no practical alternative short of paying the Contract Courier Claims and the Third-Party Service Provider Claims. Accordingly, the Debtors submit that they can only meet their fiduciary duties as debtors-in-possession under sections 1107(a) and 1108 of the Bankruptcy Code by honoring the

obligations and paying the Contract Courier Claims and the Third-Party Service Provider Claims.

24. In the event that any Claimant who has received payment for its prepetition claim refuses to continue to, on an uninterrupted basis, perform services for the Debtors in accordance with (a) the terms and provisions of the Proposed Order or (b) Customary Trade Terms or such other terms agreed upon between the Debtors and such party, the Debtors propose that, without further order of the Court and, in their sole discretion, they be authorized to deem the payments made to such Claimant to have been in payment of any then-outstanding postpetition claims of such Claimant, in which case the previously paid prepetition claims of the Claimant shall be reinstated as prepetition claims in the amount deemed by the Debtors to have been in payment of any then-outstanding postpetition claims of such Claimant; and to the extent that the payments made to the Claimant on account of the previously paid prepetition claims exceed the post-petition amounts then owed to such Claimant, the Debtors and their estates reserve all rights to recover such payments.

25. For the foregoing reasons, the Debtors submit that granting the relief requested herein is appropriate and in the best interests of their estates and creditor.

B. The Court Should Authorize the Banks to Honor and Process the Debtors' Payments on Account of the Contract Courier Claims and Third-Party Service Provider Claims

26. The Debtors also request the Court authorize the Banks, when requested by the Debtors, in their discretion, to honor and process checks or electronic fund transfers drawn on the Debtors' bank accounts to pay prepetition obligations described herein, whether such checks or other requests were submitted prior to, or after, the Petition Date, provided that sufficient funds are available in the applicable bank accounts to make such payments. The Debtors further

request that all of the Banks be authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved pursuant to this Motion.

SATISFACTION OF BANKRUPTCY RULE 6003(b)

27. Pursuant to Bankruptcy Rule 6003(b), any motion seeking to use property of the estate pursuant to section 363 of the Bankruptcy Code or to satisfy prepetition claims within twenty-one days of the Petition Date requires the Debtors to demonstrate that such relief "is necessary to avoid immediate and irreparable harm." Fed R. Bankr. P. 6003(b). The failure to pay the claims of either the Contract Couriers or the Third-Party Service Providers, who are vital to the Debtors' business operations, would cause the Debtors' operations to come to a grinding halt.

28. For this reason, the Debtors will suffer immediate and irreparable harm without Court authorization to pay the claims of the Contract Couriers or the Third-Party Service Providers. Accordingly, the Debtors respectfully submit that Bankruptcy Rule 6003(b) has been satisfied and the relief requested herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates.

WAIVER OF BANKRUPTCY RULE 6004(h)

29. Pursuant to Bankruptcy Rule 6004(h), "[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." Fed. R. Bankr. P. 6004(h). As set forth throughout this Motion, any delay in paying the claims of the Contract Couriers or the Third-Party Service Providers would be detrimental to the Debtors, their estates, and their creditors. Indeed, the Debtors' ability to operate their businesses without disruption requires, in large part, the availability of qualified Contract Couriers and Third-Party Service Providers. Thus, any delay in

paying the Contract Courier Claims or the Third-Party Service Provider Claims would cause irreparable harm to the Debtors, their creditors and their estates.

30. For this reason and those set forth above, the Debtors submit that ample cause exists to justify a waiver of the fourteen day stay imposed by Bankruptcy Rule 6004(h), to the extent applicable to the Proposed Order.

DEBTORS' RESERVATION OF RIGHTS

31. Nothing in the Proposed Orders or this Motion (i) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors and their estates, (ii) shall impair, prejudice, waive or otherwise affect the rights of the Debtors and their estates with respect to the validity, priority or amount of any claim against the Debtors and their estates or (iii) shall be construed as a promise to pay a claim. The Debtors expressly reserve their rights to contest any invoice or claim with respect to any Contract Courier Claim and Third-Party Service Provider Claims in accordance with applicable law and to assume or reject any agreements with such parties in accordance with the applicable provisions of the Bankruptcy Code. Likewise, if this Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any claim or waiver of the Debtors' rights to subsequently dispute such claim.

NOTICE

32. Notice of this Motion has been provided to: (i) the Office of the United States Trustee for the District of Delaware; (ii) the Office of the United States Attorney for the District of Delaware; (iii) the Internal Revenue Service; (iv) the Debtors' thirty (30) largest unsecured creditors on a consolidated basis; (v) counsel to the Debtors' prepetition and proposed postpetition secured lender; and (vi) the Debtors' Banks. Notice of this Motion and any order

entered hereon will be served in accordance with Local Rule 9013-1(m). In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court grant the relief requested herein and such other and further relief as the Court may deem just and proper.

Dated: Wilmington, Delaware
February 18, 2019

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Donald J. Bowman, Jr.

Joseph M. Barry (No. 4221)
Matthew B. Lunn (No. 4119)
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*Proposed Counsel for the Debtors
and Debtors in Possession*

EXHIBIT A

Proposed Interim Order

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

In re:

BEAVEX HOLDING CORPORATION, *et al.*,¹

Debtors.

Chapter 11

Case No. 19-10316 (___)

Jointly Administered

Ref. Docket No.: ____

**INTERIM ORDER, PURSUANT TO SECTIONS 105(a), 363, 1107(a) AND 1108 OF THE
BANKRUPTCY CODE (I) AUTHORIZING THE DEBTORS TO PAY CERTAIN
PREPETITION CLAIMS OF CONTRACT COURIERS AND THIRD-PARTY SERVICE
PROVIDERS, (II) AUTHORIZING BANKS TO HONOR AND PROCESS CHECK AND
ELECTRONIC TRANSFER REQUESTS RELATED THERETO,
AND (III) GRANTING CERTAIN RELATED RELIEF**

Upon consideration of the motion (the “Motion”)² of the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”), for the entry of interim and final orders, pursuant to sections 105(a), 363(b), 1107(a) and 1108 of title 11 of the Bankruptcy Code, and Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (i) authorizing, but not directing, the Debtors, in their discretion, to pay Contract Courier Claims and Third-Party Service Provider Claims, in the ordinary course of business, (ii) authorizing the Banks to honor and process check and electronic transfer requests related to the foregoing, and (iii) granting related relief; and upon consideration of the Motion and all pleadings related thereto, including the First Day Declaration; and due and proper notice of the Motion having been given; and it appearing that no other or further notice of the Motion is required; and it appearing that the Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 and the

¹ The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: BeavEx Holding Corporation (7740); BeavEx Acquisition, Inc. (5497); BeavEx Inc. (7355); JNJW Enterprises, Inc. (4963); and USXP, LLC (2997). The headquarters for the above-captioned Debtors is located at 2120 Powers Ferry Road SE, Suite 300, Atlanta, GA 30339.

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

Amended Standing Order; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the relief requested in the Motion and provided for herein is in the best interest of the Debtors, their estates, and creditors; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on an interim basis, as set forth herein.
2. The Debtors are authorized, but not directed, in their discretion, to pay, honor or otherwise satisfy prepetition Contract Courier Claims in the ordinary course of their business up to an aggregate amount of \$5.0 million.
3. The Debtors are authorized, but not directed, in their discretion, to pay, honor or otherwise satisfy prepetition Third-Party Service Provider Claims in the ordinary course of their business up to an aggregate amount of \$40,000.
4. The Banks are authorized, when requested by the Debtors, in the Debtors' discretion, to honor and process checks or electronic fund transfers drawn on the Debtors' bank accounts to pay prepetition obligations authorized to be paid hereunder, whether such checks or other requests were submitted prior to, or after, the Petition Date, provided that sufficient funds are available in the applicable bank accounts to make such payments. The Banks may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Interim Order, and any such Bank shall not have any liability to any party for relying on such representations by the Debtors, as provided for in this Interim Order.

5. The Debtors are authorized, but not directed, in their discretion, to condition the payment of a Contract Courier Claim or Third-Party Service Provider Claim on the agreement of the Claimant to continue supplying services to the Debtors on the Customary Trade Terms, or such other trade terms as are agreed to by the Debtors and the Claimant.

6. In the event that any Claimant who has received payment for its prepetition claim refuses to continue to, on an uninterrupted basis, perform services for the Debtors in accordance with (a) the terms and provisions of this Order or (b) Customary Trade Terms or such other terms agreed upon between the Debtors and such party, without further order of the Court, the Debtors, in their sole discretion, are authorized to deem the payments made to such Claimant to have been in payment of any then-outstanding postpetition claims of such Claimant, in which case the previously paid prepetition claims of the Claimant shall be reinstated as prepetition claims in the amount deemed by the Debtors to have been in payment of any then-outstanding postpetition claims of such Claimant. To the extent that the payments made to the Claimant on account of the previously paid prepetition claims exceed the post-petition amounts then owed to such Claimant, the Debtors' and their estates' rights to recover such payments are preserved.

7. A final hearing on the relief granted herein shall take place on _____, 2019 at __:___.m. (prevailing Eastern Time). Any party-in-interest objecting to the relief sought at the Final Hearing or the proposed Final Order shall file and serve a written objection, which objection shall be served upon (i) the Debtors, 2120 Powers Ferry Road SE, Suite 300, Atlanta, GA 30339 (Attn: Donald Van der Wiel (dvanderwiel@beavex.com)); (ii) counsel to the Debtors; (ii) counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801 (Attn: Joseph M. Barry, Esq. (jbarry@ycst.com), Matthew B. Lunn, Esq. (mlunn@ycst.com), and Donald J. Bowman, Jr., Esq.

(dbowman@ycst.com); (iii) counsel to the Debtors' prepetition secured lenders and proposed postpetition secured lenders, Winston Strawn, LLP, 200 Park Avenue, New York, NY 10166 (Attn. Carey D. Schreiber, Esq. (cschreiber@winston.com)) and, Ashby & Geddes, 500 Delaware Avenue, P.O. 1150, Wilmington, Delaware 19899 (Attn. Gregory Taylor, Esq. (gtaylor@ashbygeddes.com)); and (iv) counsel to any statutorily appointed committee in the Chapter 11 Cases so as to be received no later than _____, 2019 at 4:00 p.m. (ET). If no objections to the entry of the Proposed Final Order are timely filed, this Court may enter the Proposed Final Order without further notice or a hearing.

8. Nothing in this Interim Order (a) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors and their estates, (b) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors and their estates with respect to the validity, priority, or amount of any claim against the Debtors and their estates, (c) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors and their estates with respect to any and all claims or causes of action against any Contract Courier or Third-Party Service Provider, or (d) shall be construed as a promise to pay a claim.

9. The Debtors are authorized to take any and all actions necessary to effectuate the relief granted herein.

10. The requirements of Bankruptcy Rule 6003(b) are satisfied.

11. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order shall be effective and enforceable immediately upon its entry.

12. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Interim Order.

Dated: _____, 2019
Wilmington, Delaware

United States Bankruptcy Judge

EXHIBIT B

Proposed Final Order

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

In re:

BEAVEX HOLDING CORPORATION, *et al.*,¹

Debtors.

Chapter 11

Case No. 19-10316 (___)

Jointly Administered

Ref. Docket No.: ____

**FINAL ORDER, PURSUANT TO SECTIONS 105(a), 363, 1107(a)
AND 1108 OF THE BANKRUPTCY CODE (I) AUTHORIZING THE DEBTORS
TO PAY CERTAIN PREPETITION CLAIMS OF INDEPENDENT CONTRACT
COURIERS AND CONTRACTED THIRD-PARTY SERVICE PROVIDERS,
(II) AUTHORIZING BANKS TO HONOR AND PROCESS CHECK AND
ELECTRONIC TRANSFER REQUESTS RELATED THERETO, AND
(III) GRANTING CERTAIN RELATED RELIEF**

Upon consideration of the motion (the “Motion”)² of the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”), for the entry of interim and final orders, pursuant to sections 105(a), 363(b), 1107(a) and 1108 of title 11 of the Bankruptcy Code, and Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (i) authorizing, but not directing, the Debtors, in their discretion, to pay Contract Courier Claims and Third-Party Service Provider Claims, in the ordinary course of business, (ii) authorizing the Banks to honor and process check and electronic transfer requests related to the foregoing, and (iii) granting related relief; and upon consideration of the Motion and all pleadings related thereto, including the First Day Declaration; and due and proper notice of the Motion having been given; and it appearing that no other or further notice of the Motion is required; and it appearing that the Court has

¹ The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: BeavEx Holding Corporation (7740); BeavEx Acquisition, Inc. (5497); BeavEx Inc. (7355); JNJW Enterprises, Inc. (4963); and USXP, LLC (2997). The headquarters for the above-captioned Debtors is located at 2120 Powers Ferry Road SE, Suite 300, Atlanta, GA 30339.

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

jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the relief requested in the Motion and provided for herein is in the best interest of the Debtors, their estates, and creditors; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis, as set forth herein.
2. The Debtors are authorized, but not directed, in their discretion, to pay, honor or otherwise satisfy prepetition Contract Courier Claims in the ordinary course of their business up to an aggregate amount of \$5.1 million.
3. The Debtors are authorized, but not directed, in their discretion, to pay, honor or otherwise satisfy prepetition Third-Party Service Provider Claims in the ordinary course of their business up to an aggregate amount of \$60,000.
4. The Banks are authorized, when requested by the Debtors, in the Debtors' discretion, to honor and process checks or electronic fund transfers drawn on the Debtors' bank accounts to pay prepetition obligations authorized to be paid hereunder, whether such checks or other requests were submitted prior to, or after, the Petition Date, provided that sufficient funds are available in the applicable bank accounts to make such payments. The Banks may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Final Order, and any such Bank shall not have any liability to any party for relying on such representations by the Debtors, as provided for in this Interim Order.

5. The Debtors are authorized, but not directed, in their discretion, to condition the payment of a Contract Courier Claim or Third-Party Service Provider Claim on the agreement of the Claimant to continue supplying services to the Debtors on the Customary Trade Terms, or such other trade terms as are agreed to by the Debtors and the Claimant.

6. In the event that any Claimant who has received payment for its prepetition claim refuses to continue to, on an uninterrupted basis, perform services for the Debtors in accordance with (a) the terms and provisions of this Order or (b) Customary Trade Terms or such other terms agreed upon between the Debtors and such party, without further order of the Court, the Debtors, in their sole discretion, are authorized to deem the payments made to such Claimant to have been in payment of any then-outstanding postpetition claims of such Claimant, in which case the previously paid prepetition claims of the Claimant shall be reinstated as prepetition claims in the amount deemed by the Debtors to have been in payment of any then-outstanding postpetition claims of such Claimant. To the extent that the payments made to the Claimant on account of the previously paid prepetition claims exceed the post-petition amounts then owed to such Claimant, the Debtors' and their estates' rights to recover such payments are preserved.

7. Nothing in this Final Order (a) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors and their estates, (b) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors and their estates with respect to the validity, priority, or amount of any claim against the Debtors and their estates, (c) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors and their estates with respect to any and all claims or causes of action against any Contract Courier or Third-Party Service Provider, or (d) shall be construed as a promise to pay a claim.

8. The Debtors are authorized to take any and all actions necessary to effectuate the relief granted herein..

9. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be effective and enforceable immediately upon its entry.

10. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Final Order.

Dated: _____, 2019
Wilmington, Delaware

United States Bankruptcy Judge