

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

In re	: Chapter 11
	:
	: Case No. 17-10249 (LSS)
UNITED ROAD TOWING, INC. et al.,	:
	: Jointly Administered
Debtors.¹	:
	: Hearing Date: March 6, 2017 at 10:00 am (ET)
	: Obj. Deadline: February 22, 2017 at 4:00 pm (ET)

**DEBTORS’ FIRST OMNIBUS MOTION FOR ENTRY OF AN ORDER (A)
AUTHORIZING REJECTION OF CERTAIN UNEXPIRED LEASES AND
SUBLEASES, EFFECTIVE *NUNC PRO TUNC* TO FEBRUARY 8, 2017,
AND (B) GRANTING RELATED RELIEF**

COUNTERPARTIES TO LEASES OR SUBLEASES WITH THE DEBTORS RECEIVING THIS MOTION SHOULD LOCATE THEIR RESPECTIVE NAMES AND LEASES OR SUBLEASES IN THE SCHEDULE OF LEASES TO BE REJECTED, ATTACHED TO THE PROPOSED ORDER AS SCHEDULE 1.

United Road Towing, Inc. and its affiliated debtors and debtors in possession in the above-captioned cases (each a “Debtor,” and collectively, the “Debtors”), by and through their proposed undersigned counsel, respectfully move (this “Motion”) for entry of an order, substantially in the form attached hereto as Exhibit A (the “Proposed Order”), (a) authorizing the Debtors to reject *nunc pro tunc* to February 8, 2017, certain unexpired leases and subleases of nonresidential real property set forth in Schedule 1 to the Proposed Order, including any

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: United Road Towing, Inc. (6962); URT Holdings, Inc. (8341); City Towing, Inc. (2118); URS West, Inc. (3518); Bill & Wag’s Towing (3518); Export Enterprises of Massachusetts, Inc. (5689); Pat’s Towing, Inc. (6964); Keystone Towing, Inc. (6356); Ross Baker Towing, Inc. (9742); URT Texas, Inc. (3716); Mart Caudle Corporation (1912); Signature Towing, Inc. (3054); WHW Transport, Inc. (3055); URS Southeast, Inc. (7289); URS Northeast, Inc. (7290); URS Southwest, Inc. (7284); Fast Towing, Inc. (5898); E&R Towing and Garage, Inc. (8500); Sunrise Towing, Inc. (7160); Ken Lehman Enterprises, Inc. (1970); United Road Towing of South Florida, Inc. (9186); Rapid Recovery Incorporated (1659); United Road Towing Services, Inc. (2206); Arri Brothers, Inc. (7962); Rancho Del Oro Companies, Inc. (3924); CSCBD, Inc. (2448); URS Leasing, Inc. (9072); UR VMS LLC (4904); UR Vehicle Management Solutions, Inc. (0402). The Debtors’ mailing address is c/o United Road Towing, Inc., 9550 Bormet Drive., Suite 301, Mokena, Illinois 60448.

amendments or modification thereto, and (b) granting related relief. In further support of this Motion, the Debtors respectfully state as follows:

JURISDICTION

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409. Pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), the Debtors consent to the entry of a final judgment or order with respect to the Motion if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

2. The bases for the relief requested in this Motion are sections 105(a), 365(a) and 554 of title 11 of the United States Code (the “Bankruptcy Code”), and rules 6004, 6006 and 6007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

BACKGROUND

3. On February 6, 2017 (the “Petition Date”), the Debtors commenced voluntary cases (the “Chapter 11 Cases”) under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “Court”). The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases and no committees have been appointed or

designated. The Court has entered an order for joint administration of these Chapter 11 Cases. As of the date hereof, no trustee, examiner, or statutory committee has been appointed.

4. The Debtors commenced these Chapter 11 Cases to, among other things, pursue a prompt sale of their assets in order to maximize value for stakeholders, preserving jobs, minimizing supply disruptions for the Debtors' customers and ensuring an uninterrupted supply chain for the Debtors' vendors. Further information regarding the Debtors' business, capital structure, and the circumstances leading to these Chapter 11 Cases is set forth in the *Declaration of Michael J. Mahar of in Support of Debtors' Chapter 11 Petitions and First Day Pleadings* [Docket No. 2] (the "First Day Declaration") filed on the Petition Date.

5. The Debtors lease office space and other property for their business operations. In connection with these Chapter 11 Cases, the Debtors began evaluating the current and expected use of their unexpired leases, the ongoing cost of the leases, and the effect on the business of rejecting such leases. As part of this process, the Debtors have determined that the leases and subleases set forth on Schedule 1 to the Proposed Order (collectively the "Leases and Subleases") were identified as being inconsistent with the Debtors' go-forward business plan and are, thus, unnecessary and burdensome to the Debtors' estates and should be rejected as of the date hereof.

I. The Las Vegas Lease

1. Specifically, Debtor City Towing, Inc. is party to that certain *Ground Lease Agreement* dated April 9, 2008, by and between 4100 Cheyenne, LLC, as lessor, and City Towing Inc., as lessee, for ground space at 4100 E Cheyenne Ave., Las Vegas, NV 89115 (the "Las Vegas Lease").

2. The Las Vegas lease is set to expire on September 1, 2018 and carries with it a total remaining rent obligation of approximately \$968,800.00 in base rent, not including real property taxes and other charges. City Towing, Inc. vacated the property on or about November 28, 2016, tendered possession of the property to the lessor on or about December 16, 2016, and no personal property of the Debtors remains at this location.

3. On or about January 18, 2017, the lessor commenced an action against Debtors City Towing, Inc. and United Road Towing, Inc. (as acting on behalf of and one in the same with City Towing, Inc.) in the Nevada District Court, Clark County, Case No. A-17-749515-C asserting, *inter alia*, claims for breach of contract for failure to timely pay rent and related obligations under the Las Vegas Lease.

II. The Carlsbad Lease and Sublease

4. Debtor CSCBD, Inc. is party to that certain *Industrial Lease*, dated as of February 22, 2000, by and between Mark Chapparone and Deborah Chapparone d/b/a Avenida Encinas LLC, as lessors, and CSCBD, Inc., as lessee, for certain industrial space at 6050 Avenida Encinas, Carlsbad, CA, 92011 (as amended or modified from time to time, including, without limitation, by that certain *Amendment of Industrial Lease No. 1*, dated June 6, 2003, and *Amendment of Industrial Lease No. 2*, dated May 23, 2007, the “Carlsbad Lease”). The Carlsbad Lease is set to expire on May 31, 2017 and carries with it a total remaining rent obligation of approximately \$49,000.00 in base rent. CSCBD, Inc. vacated the property on or about June 2015 and subsequently entered into that certain sublease agreement, dated January 31, 2016, by and between Landscapes USA, as lessee, and CSCBD, as lessor (the “Carlsbad Sublease”).

5. The term of the Carlsbad Sublease represents a total remaining rent obligation to CSCBD, Inc. of \$15,000. No personal property of the Debtors remains at this location.

6. On or about February 3, 2017, the lessors under the Carlsbad Lease commenced proceedings in the Superior Court of California Case No. 37-2017-00004381-CU-UD-NC to evict CSCBD, Inc. from the property.

III. The El Cajon Lease and Sublease

7. Debtor United Road Towing, Inc. is party to that certain *Standard Industrial/Commercial Single-Tenant Lease*, dated March 26, 2012, by and between United Road Towing, Inc., as lessor, and Donald L. & Charlotte O. Wilson Family Trust, as lessee, for certain office space at 1167 Palm Avenue, El Cajon, CA 92020 and 501 Front Street, El Cajon, CA 92020 (the "El Cajon Lease"). The El Cajon Lease is set to expire on June 30, 2017 and carries with it a total remaining rent obligation of approximately \$32,000 in base rent. United Road Towing, Inc. vacated the property on or about June 2015. Following its vacating the property, United Road Towing, Inc. entered into that certain sublease agreement, dated June 30, 2015, by and between Towrite, Inc., as subtenant, and United Road Towing, Inc., as sublandlord (the "El Cajon Sublease"). The term of the Carlsbad Sublease is set to expire June 30, 2017 and represents a total remaining rent obligation to United Road Towing, Inc. of \$32,000.

8. The lessors under the El Cajon Lease issued a Notice to Pay Rent of Quit under applicable California law, dated January 25, 2017. To date, no proceedings have been commenced by the lessor under the El Cajon Lease.

IV. The San Marcos Lease and Sublease

9. Debtor Rancho Del Oro Companies, Inc. entered into that certain *Standard Industrial/Commercial Single-Tenant* lease dated September 18, 2013 by and between Rancho Del Oro Companies, Inc. and Reynland Properties, Inc. for office space and covered storage at 196 Bosstick Blvd., San Marcos, CA 92069 (the "San Marcos Lease"), which was subsequently

assigned to Debtor United Road Towing, Inc. The San Marcos Lease is set to expire on December 31, 2018 and carries with it a total remaining rent obligation of approximately \$253,000 in base rent. United Road Towing, Inc. vacated the property on or about June 2015 and subsequently entered into that certain sublease agreement, dated June 30, 2015, by and between Towrite, Inc., as subtenant, and United Road Towing, Inc., as sublandlord (the “San Marcos Sublease”), which is due to terminate on September 30, 2017. The term of the San Marcos Sublease is set to expire September 30, 2017 and represents a total remaining rent obligation to United Road Towing, Inc. of \$90,112. No personal property of the Debtors remains at this location.

10. The lessors under the San Marcos Lease issued a Notice to Pay Rent of Quit under applicable California law, dated December 27, 2016. To date, no proceedings have been commenced by the lessor under the San Marcos Lease.

RELIEF REQUESTED

11. By this Motion, the Debtors seek entry of the Proposed Order (a) authorizing the Debtors to reject *nunc pro tunc* to February 8, 2017, certain unexpired leases and subleases of nonresidential real property set forth in **Schedule 1** to the Proposed Order, including any amendments or modification thereto, and (b) granting related relief.

BASIS FOR RELIEF REQUESTED

I. Rejection of the Leases Reflects the Debtors’ Sound Business Judgment.

12. Section 365(a) of the Bankruptcy Code provides that a debtor in possession, “subject to the court’s approval, may . . . reject any executory contract or unexpired lease of the debtor.” 11 U.S.C. § 365(a). *See also Univ. Med. Cent. v. Sullivan (In re Univ. Med. Ctr.)*, 973 F.2d 1065, 1075 (3d Cir. 1992). For the benefit of the estate, a debtor may, under section 365 of

the Bankruptcy Code, relieve itself of burdensome agreements where performance still remains. *See In re Rickel Home Ctrs., Inc.*, 209 F.3d 291, 298 (3d Cir. 2000) (Bankruptcy Code section 365 “allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed.”) (internal citations omitted); *see also Sharon Steel Corp. v. Nat’l Fuel Gas Distrib. Corp. (In re Sharon Steel Corp.)*, 872 F.2d 36, 39–40 (3d Cir. 1989).

13. The decision to assume or reject an unexpired lease is a matter within the debtor’s “business judgment.” *See Nat’l Labor Relations Bd. v. Bildisco & Bildisco (In re Bildisco)*, 682 F.2d 72, 79 (3d Cir. 1982) (“The usual test for rejection of an executory contract is simply whether rejection would benefit the estate, the ‘business judgment’ test.” (citation omitted)); *see also In re Fed. Mogul Global, Inc.*, 293 B.R. 124, 126 (D. Del. 2003); *In re HQ Global Holdings, Inc.*, 290 B.R. 507, 511 (Bankr. D. Del. 2003). The business judgment standard mandates that a court approve a debtor’s business decision unless the decision is the product of bad faith, whim or caprice. *See In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001); *see also In re Fed. Mogul Global*, 293 B.R. at 126 (rejecting counterparty’s argument that a finding of hardship is a prerequisite to application of the business judgment test); *Summit Land Co. v. Allen (In re Summit Land Co.)*, 13 B.R. 310, 315 (Bankr. D. Utah 1981) (noting that, absent extraordinary circumstances, court approval of a debtor’s decision to assume or reject an executory contract “should be granted as a matter of course”). “Accordingly, the court should not interfere with or second-guess the debtor’s sound business judgment unless and until evidence is presented that establishes that the debtor’s decision was one taken in bad faith or in gross abuse of its retained business discretion.” *In re Wheeling-Pittsburgh Steel Corp.*, 72 B.R. 845, 849 (Bankr. W.D. Pa. 1987).

14. Rejection of an executory contract or unexpired lease is appropriate where rejection of the contract or lease would benefit the estate. *See In re Sharon Steel Corp.*, 872 F.2d at 39. The standard for rejection is satisfied when a trustee or debtor has made a business determination that rejection will benefit the estate. *See Commercial Fin., Ltd. v. Hawaii Dimensions, Inc. (In re Hawaii Dimensions, Inc.)*, 47 B.R. 425, 427 (D. Haw. 1985) (“Under the business judgment test, a court should approve a debtor’s proposed rejection if such rejection will benefit the estate.”). Thus, if the trustee’s or debtor’s business judgment has been reasonably exercised, a court should approve the assumption or rejection of an executory contract or an unexpired lease. *See, e.g., Bildisco*, 465 U.S. at 523; *In re Fed. Mogul Global, Inc.*, 293 B.R. at 126.

15. In this case, the Debtors, in their sound business judgment, have determined that the Leases and Subleases are neither compatible with the Debtors’ business needs nor a source of potential value for the Debtors’ future operations, creditors, or other parties in interest. Absent rejection, the Leases and Subleases impose ongoing obligations on the Debtors and their estates that are an unnecessary drain on the Debtors’ resources. Further, the Debtors have determined that the Leases and Subleases does not have any realizable value in the marketplace. Accordingly, to avoid incurring additional unnecessary expenses associated with the Leases, the Debtors seek to reject the Leases and Subleases effective *nunc pro tunc* to February 8, 2017. Rejection of the Leases and Subleases is appropriate under the circumstances and reflects the Debtors’ sound business judgment.

II. *Nunc Pro Tunc* Rejection of the Leases and Subleases is Appropriate.

16. The Debtors respectfully submit that it is appropriate for the Court to order that rejection of the Leases and Subleases is effective *nunc pro tunc* to February 8, 2017. While

section 365 of the Bankruptcy Code does not specifically address whether the Court may order rejection to be effective retroactively, courts have held that bankruptcy courts may, based on the equities of the circumstances, authorize rejection retroactive to a date prior to entry of the order authorizing such rejection. *See Republic Underwriters Ins. Co. v. DBSI Republic, LLC (In re DBSI, Inc.)*, 409 B.R. 720, 734 (Bankr. D. Del. 2009) (providing that a bankruptcy court may enter a lease rejection order with an effective date earlier than the date the order is entered); *In re Chi-Chi's, Inc.*, 305 B.R. 396, 399 (Bankr. D. Del. 2004) (acknowledging that a bankruptcy court may approve a rejection retroactive to the date the motion is filed after balancing the equities in the particular case); *In re Fleming Cos., Inc.*, 304 B.R. 85, 96 (Bankr. D. Del. 2003) (stating that rejection has been allowed *nunc pro tunc* to the date of the motion).

17. Here, the balance of the equities favors retroactive rejection of the Leases and Subleases. The Debtors have decided to reject the Leases and Subleases only after thoroughly reviewing the Leases and Subleases, analyzing its costs and benefits, and determining that it is no longer beneficial to the Debtors' estates. The Debtors sought the relief requested herein as soon as they determined that the rejection of the Leases and Subleases was in the best interests of their estates. Without a retroactive date of rejection, the Debtors could be forced to incur unnecessary administrative charges and contractual obligations in connection with the Leases and Subleases that provide no benefit to the Debtors' estates.

18. Additionally, contemporaneously with the filing of this Motion, the Debtors will cause notice of this Motion to be served on the lessors and sublessees to the Leases and Subleases allowing them sufficient time to act accordingly. *See In re Fleming Cos., Inc.*, 304 B.R. 85, 96 (Bankr. D. Del. 2003) ("To grant [retroactive] rejection, the Debtors must have stated an unequivocal intent to reject the leases."). Consequently, the respective Debtors will be

relieved of their obligations under the Leases and Subleases. In sum, the Debtors respectfully submit that it is fair and equitable for the Court to hold that the Leases and Subleases are rejected effective as of February 8, 2017.

III. Abandonment of any Remaining Property

19. Prior to vacating the properties subject to the Leases, the Debtors secured and removed all personal property that, in their business judgment, has more than a *de minimis* value to the Debtors. However, in an abundance of caution, to the extent any personal property owned by the Debtors remains at the locations subject to the Leases, the Debtors request the Court's approval to abandon any remaining property at the properties subject to the Leases as of February 8, 2017. *See* 11 U.S.C. § 554(a).

Waiver of Bankruptcy Rules 6006(c) and 6004(h)

20. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6006(c) and the 14-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

Notice

21. Notice of this Motion has been provided to: (i) the Office of the United States Trustee for the District of Delaware; (ii) counsel to the DIP Agent and the Prepetition Agents; (iii) the Debtors' thirty (30) largest unsecured creditors on a consolidated basis; (iv) the lessors and sublessees under the Leases and Subleases, and (v) those parties who have requested notice in accordance with Bankruptcy Rule 2002. 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 request entry of the attached Proposed Order granting the relief requested herein and such other and further relief as is just.

Dated: February 8, 2017
Wilmington, Delaware

YOUNG CONAWAY STARGATT
& TAYLOR, LLP

/s/ Ryan M. Bartley

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*Proposed Counsel for Debtors and
Debtors in Possession*

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	: Chapter 11
	:
	: Case No. 17-10249 (LSS)
UNITED ROAD TOWING, INC. et al.,	:
	: Jointly Administered
Debtors.¹	:
	: Hearing Date: March 6, 2017 at 10:00 am (ET)
	: Obj. Deadline: February 22, 2017 at 4:00 pm (ET)

NOTICE OF DEBTORS' FIRST OMNIBUS MOTION FOR ENTRY OF AN ORDER (A) AUTHORIZING REJECTION OF CERTAIN UNEXPIRED LEASES AND SUBLEASES, EFFECTIVE *NUNC PRO TUNC* TO FEBRUARY 8, 2017, AND (B) GRANTING RELATED RELIEF

LANDLORDS RECEIVING THIS MOTION SHOULD LOCATE THEIR RESPECTIVE NAMES AND LEASES IN THE SCHEDULES OF LEASES TO BE REJECTED, ATTACHED TO THE PROPOSED ORDER AS SCHEDULE 1.

TO: (I) THE OFFICE OF THE UNITED STATES TRUSTEE FOR THE DISTRICT OF DELAWARE; (II) COUNSEL TO THE DEBTORS' FIRST AND SECOND LIEN LENDERS; (III) THE DEBTORS' THIRTY (30) LARGEST UNSECURED CREDITORS ON A CONSOLIDATED BASIS; (IV) THE LESSORS AND SUBLESSEES UNDER THE LEASES AND SUBLEASES; AND (V) ALL PARTIES WHO HAVE REQUESTED NOTICE IN THESE CHAPTER 11 CASES PURSUANT TO LOCAL RULE 2002-1

PLEASE TAKE NOTICE that United Road Towing, Inc. and its affiliated debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors"), have filed the attached *Debtors' First Omnibus Motion for Entry of an Order (A) Authorizing Rejection of Certain Unexpired Leases and Subleases, Effective Nunc Pro Tunc to February 8, 2017, and (B) Granting Related Relief* (the "Motion").

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: United Road Towing, Inc. (6962); URT Holdings, Inc. (8341); City Towing, Inc. (2118); URS West, Inc. (3518); Bill & Wag's Towing (3518); Export Enterprises of Massachusetts, Inc. (5689); Pat's Towing, Inc. (6964); Keystone Towing, Inc. (6356); Ross Baker Towing, Inc. (9742); URT Texas, Inc. (3716); Mart Caudle Corporation (1912); Signature Towing, Inc. (3054); WHW Transport, Inc. (3055); URS Southeast, Inc. (7289); URS Northeast, Inc. (7290); URS Southwest, Inc. (7284); Fast Towing, Inc. (5898); E&R Towing and Garage, Inc. (8500); Sunrise Towing, Inc. (7160); Ken Lehman Enterprises, Inc. (1970); United Road Towing of South Florida, Inc. (9186); Rapid Recovery Incorporated (1659); United Road Towing Services, Inc. (2206); Arri Brothers, Inc. (7962); Rancho Del Oro Companies, Inc. (3924); CSCBD, Inc. (2448); URS Leasing, Inc. (9072); UR VMS LLC (4904); UR Vehicle Management Solutions, Inc. (0402). The Debtors' mailing address is c/o United Road Towing, Inc., 9550 Bormet Drive., Suite 301, Mokena, Illinois 60448.

PLEASE TAKE FURTHER NOTICE that any objections or responses to the relief requested in the Motion must be filed on or before **February 22, 2017, at 4:00 p.m. (ET)** (the "**Objection Deadline**") with the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, copies of any responses or objections to the Motion must be served upon the proposed undersigned counsel to the Debtors so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE MOTION WILL BE HELD ON MARCH 6, 2017 AT 10:00 A.M. (ET) BEFORE THE HONORABLE LAURIE SELBER SILVERSTEIN IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 6TH FLOOR, COURTROOM 2, WILMINGTON, DELAWARE 19801.

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PLEASE TAKE FURTHER NOTICE THAT IF NO OBJECTIONS OR RESPONSES TO THE MOTION ARE TIMELY FILED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED THEREIN WITHOUT FURTHER NOTICE OR A HEARING.

Dated: February 8, 2017
Wilmington, Delaware

YOUNG CONAWAY STARGATT
& TAYLOR, LLP

/s/ Ryan M. Bartley

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*Proposed Counsel for Debtors and
Debtors in Possession*

EXHIBIT A

Proposed Order

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

In re	:	Chapter 11
	:	
	:	Case No. 17-10249 (LSS)
UNITED ROAD TOWING, INC. et al.,	:	
	:	Jointly Administered
Debtors.¹	:	
	:	Docket Ref. Nos. __ & __

**ORDER (A) AUTHORIZING REJECTION OF CERTAIN UNEXPIRED
LEASES AND SUBLEASES, EFFECTIVE *NUNC PRO TUNC TO*
FEBRUARY 8, 2017, AND (B) GRANTING RELATED RELIEF**

Upon consideration of the motion (the “Motion”)² of United Road Towing, Inc. and its affiliated debtors and debtors in possession in the above-captioned Chapter 11 Cases (collectively, the “Debtors”) authorizing the Debtors to reject *nunc pro tunc* to February 8, 2017, certain unexpired leases and subleases of nonresidential real property set forth in **Schedule 1** to the Proposed Order, including any amendments or modification thereto, and granting related relief, all as more fully set forth in the Motion; and upon the *Declaration of Michael J. Mahar in Support of Debtors’ First Omnibus Motion for Entry of an Order (A) Authorizing Rejection of Certain Unexpired Leases, Effective Nunc Pro Tunc to February 8, 2017 and (B) Granting Related Relief*; and the Court having found that it has jurisdiction

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: United Road Towing, Inc. (6962); URT Holdings, Inc. (8341); City Towing, Inc. (2118); URS West, Inc. (3518); Bill & Wag’s Towing (3518); Export Enterprises of Massachusetts, Inc. (5689); Pat’s Towing, Inc. (6964); Keystone Towing, Inc. (6356); Ross Baker Towing, Inc. (9742); URT Texas, Inc. (3716); Mart Caudle Corporation (1912); Signature Towing, Inc. (3054); WHW Transport, Inc. (3055); URS Southeast, Inc. (7289); URS Northeast, Inc. (7290); URS Southwest, Inc. (7284); Fast Towing, Inc. (5898); E&R Towing and Garage, Inc. (8500); Sunrise Towing, Inc. (7160); Ken Lehman Enterprises, Inc. (1970); United Road Towing of South Florida, Inc. (9186); Rapid Recovery Incorporated (1659); United Road Towing Services, Inc. (2206); Arri Brothers, Inc. (7962); Rancho Del Oro Companies, Inc. (3924); CSCBD, Inc. (2448); URS Leasing, Inc. (9072); UR VMS LLC (4904); UR Vehicle Management Solutions, Inc. (0402). The Debtors’ mailing address is c/o United Road Towing, Inc., 9550 Bormet Drive., Suite 301, Mokena, Illinois 60448.

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

over the matter pursuant to consider the Motion and the relief requested therein in accordance with 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 as of February 29, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. 157(b)(2); and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. 1408 and 1409; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors and the other parties in interest; and the Court having found that the Debtors provided appropriate notice of the Motion and the opportunity for a hearing on the Motion under the circumstances; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before the Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, and DECREED that:

1. The Motion is granted as set forth herein.
2. Pursuant to section 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Leases and Subleases set forth on the attached **Schedule 1**, are deemed rejected *nunc pro tunc* to February 8, 2017 (the "Rejection Effective Date").
3. The Debtors are authorized to abandon any remaining property located at the property subject to the Leases effective as of the Rejection Effective Date.
4. Nothing herein shall prejudice the rights of the Debtors to argue that any of the rejected Leases and Subleases were terminated prior to the Rejection Effective Date, or that any claim for damages arising from the rejection of the rejected Leases and Subleases is

limited to the remedies available under any applicable termination provision of such lease or contract, as applicable, or that any such claim is an obligation of a third party, and not that of the Debtors or their estates, or to otherwise contest any claims that may be asserted in connection with the rejected Leases and Subleases.

5. Nothing in the Motion or this Order shall be deemed or construed as an approval of an assumption of any lease, sublease, or contract pursuant to section 365 of the Bankruptcy Code, and all such rights are reserved.

6. To the extent that Bankruptcy Rule 6004(h) is applicable, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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

8. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: _____, 2017
Wilmington, Delaware

Laurie Selber Silverstein
United States Bankruptcy Judge

SCHEDULE 1**Rejected Leases and Subleases**

Landlord	Sublessor (if any)	Address of Leased Property
4100 Cheyenne, LLC		4100 E Cheyenne Ave. Las Vegas, NV 89115
Mark Chapparone and Deborah Chapparone d/b/a Avenida Encinas LLC	Landscapes USA	6050 Avenida Encinas Carlsbad, CA, 92011
Donald L. & Charlotte O. Wilson Family Trust	Towrite, Inc.	501 Front Street El Cajon, CA 92020 -and- 1167 Palm Avenue El Cajon, CA 92020
Reynland Properties, Inc.	Towrite, Inc.	196 Bosstick Blvd. San Marcos, CA 92069