EXCLUSIVE MARKETING AGREEMENT

On the terms and conditions provided herein, Allied Holdings, ("Owner") does hereby employ Resource Real Estate Partners, LLC ("Agent") through Scott McGregor, for a period commencing November 1, ~~2007~~ 2006, and terminating at midnight March 1, 2007 for the sale of ±43.75 acres on Southside Industrial Parkway ("Property"), particularly described in Exhibit "A" hereto.

1. Sales Price and Terms: Agent is authorized to offer the property for sale at a price to be determined by Owner, payable all cash at closing, or upon such other terms and conditions as Owner may agree upon. Owner will require satisfactory evidence of proposed Purchaser's capacity to perform, and may determine a subdivision of Property is preferred..

2. Brokerage Commission: In consideration of Agent's agreement to market the Property on the terms provided herein, Owner agrees to pay Agent subject to approval by U.S. Bankruptcy Court for the Northern District of Georgia, a real estate brokerage commission in the amount of six percent (6%) of the gross sales price Owner receives for the Property. Such commission shall be due and payable if and when the sale of the Property is closed and consummated pursuant to a written agreement between Owner, Purchaser, and Agent. Such compensation will be due and payable only at and in the event of such closing and no commission shall be due or payable otherwise.

3. Property Information; Inspections: Owner agrees to make available to Agent all data, records, and documents pertaining to the Property. Owner will allow the Property to be shown at reasonable times and will otherwise assist Agent in the sale of the Property.

4. Referrals: Owner will immediately refer all inquiries of anyone interested in the Property. All negotiations are to be through Agent.

5. For Sale Sign: Agent is authorized to place sign(s) on the property only upon written permission form owner.

6. Agent's Marketing Responsibilities: Agent agrees to use its best efforts to market the Property on the terms herein provided or otherwise satisfactory to Owner. Agent shall pay all expenses incurred by Agent in such effort, including any advertising or travel expenses. Agent agrees that Scott McGregor shall be personally and directly responsible for, and shall devote his personal time and attention to, the performance of Agent's undertakings hereunder.

7. Cooperation with other Brokers: Agent agrees to cooperate with other real estate brokers in marketing the Property and agrees that Owner shall have no obligation or responsibility to pay any commission or other compensation to any other real estate broker who might assist Agent in procuring a Purchaser for the Property, and any sale is specifically conditioned of actual transfer of the title from existing title holder. Agent is solely responsible for determination of the co-op commission.

8. Indemnity: Owner agrees to hold Agent harmless from all claims, disputes, litigation, or judgments arising from any incorrect information supplied by Owner or from any material fact known by Owner concerning the property, which Owner fails to disclose. Owner represents that it is the Contractual Owner of the property, and any sale is specifically conditioned of actual transfer of the title from existing titleholder.

9. Term of Exclusive Marketing Agreement: This agreement shall automatically extend 30 days at the expiration day, unless terminated in writing by either party with 30 days prior written notice; provided, however, that Agent shall be entitled to the compensation provided for in Paragraph 2 if the property is placed under contract on or before 60 days from expiration date, pursuant to a binding contract of sale entered into by Owner and a Purchaser registered with Owner by Agent prior to expiration date.

10. Agency Disclosure: Pursuant to Georgia Real Estate Commission Rule No. 520-1-08, Paragraph Two, this is to notify all parties that Resource Real Estate Partners, LLC, is representing the Seller and does not represent the Purchaser in this transaction, regardless of whether the commission is paid by the Purchaser or the Seller. Seller agrees to write into the purchase contract language that acknowledges this disclosure by all parties to the contract.

By my signature(s), I represent that I have full power and authorization to enter into this Exclusive Marketing Agreement. This agreement becomes effective on the earlier of either the commencement date referenced above or the date of execution below.

This Marketing Agreement is agreed to and accepted by Owner and Agent this 13th day of November, 2006.

ALLIED HOLDINGS
OWNER
_____ (Seal)

RESOURCE REAL ESTATE PARTNERS, LLC
AGENT
_____ (Seal)

TITLE COMMITMENT LEGAL DESCRIPTION

[illegible]

SCHEDULE B TITLE EXCEPTION NOTES

[illegible]

⑪ [illegible]

⑫ [illegible]

⑬ [illegible]

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LEGEND

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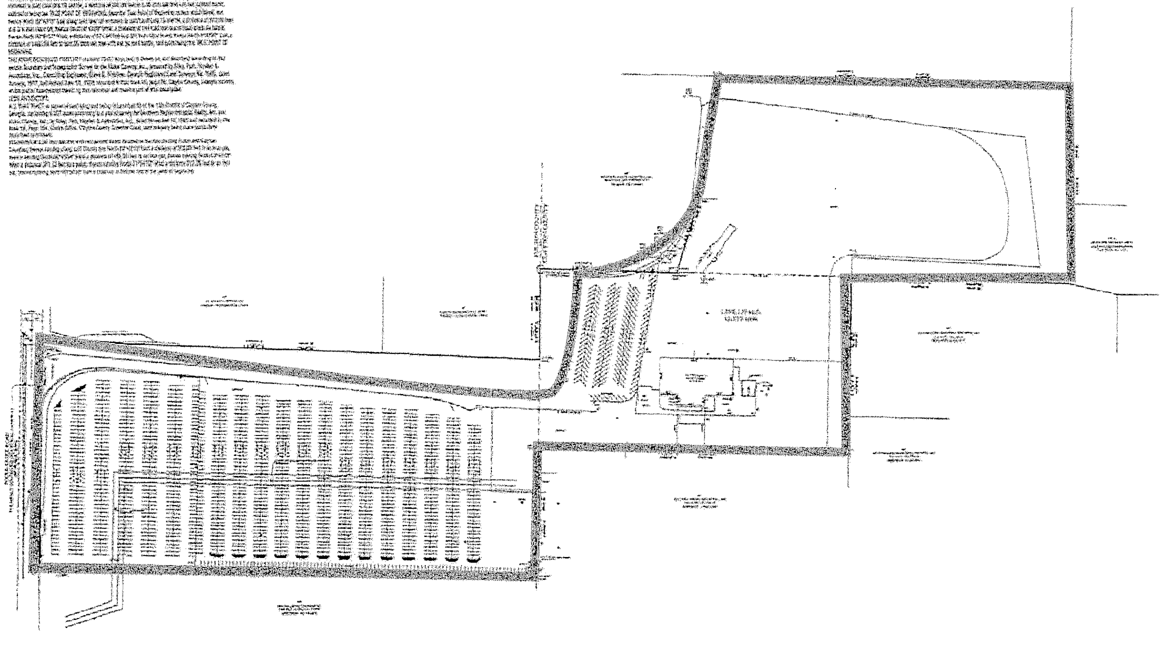
POTENTIAL ENCROACHMENT NOTES

[illegible]



DRAWING DATA	REVISION DATES
SCALE: 1"= 60'	
DRAWN BY: JDO	
CHECKED BY: RSE	
BSC Project No.: 8050150	

PRELIMINARY DRAFT

LEGAL DESCRIPTION

[illegible]

RESOURCE
REAL ESTATE PARTNERS LLC

ALTA / ACSM LAND TITLE SURVEY

FOR

TROUTMAN SANDERS
25 SOUTHSIDE INDUSTRIAL PARKWAY
HAPEVILLE, GA

[illegible]

[illegible]

DATE:

[illegible]

PROJECT NAME: TROUTMAN SANDERS PROJECT No.: 1152-05-0808:051
ADDRESS: 25 SOUTHSIDE INDUSTRIAL PARKWAY CITY: HAPEVILLE STATE: GEORGIA

MKAssociates, Inc.
A National LandService Group

FOR INQUIRIES CONCERNING THIS SURVEY CONTACT:
6593 COMMERCE COURT - SUITE 100
WARRENTON, VIRGINIA 20187
PHONE:(540) 428-3550
FAX: (540) 428-3560

SHEET 1 OF 1