

EXHIBIT D-2

Blackline of Creditor Representative Plan Supplement

CREDITOR REPRESENTATIVE PLAN SUPPLEMENT

This Creditor Representative Plan Supplement (the “**Supplement**”) supplements that certain First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and its Affiliated Debtors dated October 31, 2013 (as the same may be amended, modified or supplemented from time to time in accordance with the terms and provisions thereof, the “**Plan**”). The Plan provides for the establishment of the Creditor Representative Fund, which shall be a fund administered by the Creditor Representative for purposes of (i) participating in the Claims resolution process and (ii) liquidating the Litigation Trust Assets, including, without limitation, funding the administrative and professional costs incurred by the Litigation Trust. Further, the Plan provides for the appointment of a Creditor Representative. This Supplement further sets forth the rights, duties and powers of the Creditor Representative.

ARTICLE I DEFINITIONS

Section 1.1 Defined Terms. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Plan or the Litigation Trust Agreement, as applicable.

ARTICLE II ESTABLISHMENT OF THE CREDITOR REPRESENTATIVE FUND

Section 2.1 Appointment of Creditor Representative. The Creditor Representative is appointed as of the Effective Date to perform the duties and obligations of the Creditor Representative under the Plan, the Confirmation Order and this Supplement (together, the “**Directives**”). The Creditor Representative shall have the rights, powers and duties set forth in the Directives. The initial representative will be ~~_____~~ Craig R. Jalbert (such representative, and each successor representative, collectively, referred to as the “**Creditor Representative**”), with the authority and responsibilities provided in the Directives. The Creditor Representative may serve without bond. For the avoidance of doubt, the Creditor Representative is not an officer, director or fiduciary of any of the Reorganized Debtors.

Section 2.2 Establishment of Creditor Representative Fund. On the Effective Date, the Debtors, the Reorganized Debtors, and/or Reorganized RMC, as the case may be, shall transfer the Creditor Representative Assets to the Creditor Representative Fund. Such transfer shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use or other similar tax. The Debtors, the Reorganized Debtors and Reorganized RMC shall have no liability with respect to the distribution of any proceeds from the Creditor Representative Fund. The Creditor Representative and the Creditor Representative Fund shall be governed by the terms of the Plan and this Supplement. The Creditor Representative Assets shall be used to pay for the reasonable, actual fees, costs and expenses of (i) the prosecution of the Litigation Trust Claims, (ii) participation in the Claims resolution process, and (iii) the costs of administering the Litigation Trust, including without limitation any indemnification obligations set forth in the Litigation Trust Agreement or herein. The allocation and disbursement of the Creditor

Representative Assets shall be determined in the sole judgment of the Creditor Representative [subject to the provisions herein](#).

Section 2.3 Governance of the Creditor Representative Fund. The Creditor Representative Fund shall be governed by the Creditor Representative. The Creditor Representative's rights and powers are exercisable solely in accordance with the Directives.

Section 2.4 Relationship to, and Incorporation of, the Plan. The principal purpose of this Supplement is to aid in the implementation of the Plan and the Confirmation Order, and therefore this Supplement incorporates the provisions of the Plan and the Confirmation Order by this reference. To that end, the Creditor Representative shall have full power and authority to take any action consistent with the purpose and provisions of the Plan, to seek any orders from the Bankruptcy Court in furtherance of this Supplement. As among the Creditor Representative Fund, the Creditor Representative, the Debtors and the Reorganized Debtors, if any provisions of this Supplement are found to be inconsistent with the provisions of the Plan or the Confirmation Order, each such document shall have controlling effect in the following rank order: (a) the Confirmation Order; (b) the Plan; and (c) this Supplement.

ARTICLE III

POWERS, RIGHTS AND DUTIES OF THE CREDITOR REPRESENTATIVE

Section 3.1 Powers and Rights of the Creditor Representative. The Creditor Representative shall have the following specific powers and rights in addition to any powers conferred upon the Creditor Representative by any other section or provision of this Supplement, the Plan or the Confirmation Order; *provided, however*, that the enumeration of the following powers shall not be considered in any way to limit or control the power or obligation of the Creditor Representative to act as specifically authorized by any other section or provision of the Plan, the Confirmation Order, this Supplement or by any other order of the Bankruptcy Court:

(a) establish and maintain accounts, reserves, and trusts (collectively, referred to herein as the "**Reserves**") as it deems necessary or desirable to carry out the provisions of the Directives;

(b) participate in the resolution of Claims as provided for in the Plan;

(c) participate in other matters as contemplated and provided for in the Plan;

(d) employ, supervise and compensate counsel and other professionals [\(including, without limitation, Verdolino & Lowey, P.C.\)](#) as the Creditor Representative in its sole discretion may select to assist the Creditor Representative with respect to its responsibilities hereunder [subject to the provisions herein](#). A law firm or other professional shall not be disqualified from serving the Creditor Representative solely because of its prior employment in any capacity in the Debtors' bankruptcy cases on behalf of the Debtors, their Estates, the Creditors' Committee, any creditors or concurrent representation of the Litigation Trustee or the Litigation Trust;

(e) engage, supervise and compensate such third parties [\(including, without limitation, Verdolino & Lowey, P.C.\)](#) as the Creditor Representative in its sole discretion may

deem necessary or appropriate to assist the Creditor Representative in carrying out its powers and duties under the Directives or any other order of the Bankruptcy Court;

(f) employ such employees (including, without limitation, Verdolino & Lowey, P.C.) as the Creditor Representative in its sole discretion may deem necessary or appropriate to assist the Creditor Representative in carrying out its powers and duties under the Directives or any other order of the Bankruptcy Court;

(g) indemnify the Creditor Representative, employees, professionals and other third parties in connection with the performance of services;

(h) prepare and file any tax or information returns and pay taxes, if any, properly payable by the Creditor Representative;

(i) obtain insurance coverage with respect to the potential liabilities and obligations of the Creditor Representative (in the form of a directors and officers policy, an errors and omissions policy or otherwise);

(j) administer and perform any administrative functions, including, but not limited to bookkeeping and accounting;

(k) exercise such other powers as may be vested in the Creditor Representative pursuant to the Directives or any other order of the Bankruptcy Court; and

(l) taking any and all other actions necessary or appropriate to implement or consummate the Directives.

Section 3.2 Investment of Cash. The Creditor Representative may invest any Cash (including any earnings thereon or proceeds therefrom) in United States Treasury bills and notes, institutional money market funds, commercial paper and time deposits and certificates of deposit with commercial banks, in each case, with a maturity of twelve months or less.

Section 3.3 Treatment of Accounts. For purposes of this Supplement, unless otherwise ordered by the Bankruptcy Court, the Creditor Representative may pool for investment purposes any funds which may or which are required to be segregated or placed into separate Reserves, escrows or accounts under the Plan or this Supplement; *provided, however*, that the Creditor Representative shall treat such funds as segregated accounts in its books and records.

Section 3.4 Books, Records and Tax Returns. The Creditor Representative shall maintain books and records and prepare and file such tax forms and returns as are required under applicable law.

Section 3.5 Tax Reporting. All parties must report consistently with the income tax treatment determined by the Creditor Representative in its sole discretion.

Section 3.6 Access to Information. From and after the Effective Date, any of the former members of the Creditors' Committee and the Reorganized Debtors may request an

update on the status of the Creditor Representative Assets and the Claims resolution process. The Creditor Representative shall respond to any such reasonable request in a timely fashion (in any event, within ten (10) business days), subject to appropriate confidentiality restrictions.

Section 3.7 No Other Duties. Other than the duties and obligations of the Creditor Representative specifically set forth in the Directives, the Creditor Representative shall have no duties or obligations of any kind or nature with respect to its appointment as such.

ARTICLE IV THE CREDITOR REPRESENTATIVE

Section 4.1 Creditor Representative Eligibility. The Creditor Representative shall at all times be a "United States person" under the Internal Revenue Code of 1986, as amended, and not be a Litigation Trust Beneficiary or a related or subordinate party to any Litigation Trust Beneficiary.

Section 4.2 Creditor Representative's Compensation and Reimbursement. The Creditor Representative Assets shall be subject to the claims of the Creditor Representative and the Creditor Representative shall be entitled to reimbursement out of any available Cash from the Creditor Representative Assets, for actual out-of-pocket expenses and against and from any and all loss, liability, expense, or damage which the Creditor Representative may sustain in good faith and without willful misconduct, gross negligence, or fraud in the exercise and performance of any of its powers and duties under this Supplement. The Creditor Representative shall receive compensation and reimbursement from the Creditor Representative Assets as follows:

(a) Compensation. As compensation for the performance of its duties in accordance with the Directives, solely from and to the extent of available Cash in the Creditor Representative Fund, the Creditor Representative shall be compensated as follows: ~~_____~~ \$425.00 per hour (subject to periodic adjustment), provided, however, that the Creditor Representative shall not be entitled to compensation on the first \$5,000.00 in accrued hourly fees (to be considered and construed in the aggregate between the Creditor Representative and the Litigation Trustee).

(b) Expenses. In addition, the Creditor Representative Fund will reimburse the Creditor Representative (solely from and to the extent of available Cash in the Creditor Representative Fund) for all reasonable, necessary and actual out-of-pocket expenses incurred by the Creditor Representative in connection with the performance of its duties hereunder and under the Plan.

(c) Payment. Any fees and expenses due to the Creditor Representative (including any professionals and advisors retained by the Creditor Representative (including, without limitation, Verdolino & Lowey, P.C.)) shall be paid solely from and to the extent of available Cash in the Creditor Representative Fund, without necessity for review or approval by the Bankruptcy Court or any other Person.

Section 4.3 Resignation. The Creditor Representative may resign by giving not less than thirty (30) days' prior written notice thereof to the Bankruptcy Court and those parties receiving current electronic notice in the Reorganization Cases. Unless the Bankruptcy Court (on

motion of any Litigation Trust Beneficiary) orders otherwise, (i) such resignation shall become effective on the date on which the Bankruptcy Court appoints a successor Creditor Representative or a replacement Creditor Representative is appointed pursuant to the terms of this Supplement and (ii) the Creditor Representative shall be entitled to compensation and reimbursement up to the date on which the Creditor Representative's resignation becomes effective.

Section 4.4 Removal. The Creditor Representative may be removed as Creditor Representative, only for cause, by any Litigation Trust Beneficiary upon motion and prior written notice and service thereof to the Bankruptcy Court, the Creditor Representative, and those parties receiving current electronic notice in the Reorganization Cases; and then, only to the extent approved by the Bankruptcy Court. To the extent there is any dispute or motion regarding the removal of the Creditor Representative (including any dispute relating to any compensation or expense reimbursement due under this Supplement), the Bankruptcy Court shall retain jurisdiction to consider and adjudicate any such dispute. Notwithstanding the foregoing, the Creditor Representative will continue to serve as a representative after his or her removal until the earlier of (i) the time when appointment of a successor Creditor Representative will become effective in accordance with Section 4.5 of this Supplement or (ii) such date as the Bankruptcy Court otherwise orders. For purposes of this Section 4.4, "cause" means (a) the Person's willful failure to perform his material duties hereunder, which is not remedied within thirty (30) days of notice; (b) the Person's commission of an act of fraud, theft, or embezzlement during the duties described hereunder; or (c) the Person's conviction for the commission of a felony with all appeals having been exhausted or appeal periods lapsed; *provided, however*, that no "cause" shall exist involving subsection (a) above until the Person first has failed to cure such failure within thirty (30) days of having been given written notice of such failure. For purposes of the foregoing, no act or failure to act on the part of the Person shall be considered "willful" unless it is done, or permitted to be done, by the Person without reasonable belief that such Person's action or omission was in the best interests of the Creditor Representative Fund.

Section 4.5 Appointment of Successor Creditor Representative upon Resignation, Removal, or Incapacity. In the event of the resignation of the Creditor Representative, the resigning Creditor Representative shall appoint an independent successor Creditor Representative upon written notice to the Bankruptcy Court and those parties receiving current electronic notice in the Reorganization Cases; such appointment to be binding if no written objection is received within ten (10) days following such notice. In the event of the death (in the case of a Creditor Representative that is a natural Person), dissolution (in the case of a Creditor Representative that is not a natural Person), incapacity, or removal of the Creditor Representative, any Litigation Trust Beneficiary may petition the Bankruptcy Court for the appointment of an independent successor Creditor Representative; such appointment to be binding upon approval of the Bankruptcy Court.

Section 4.6 Acceptance of Appointment by Successor Creditor Representative. Any successor Creditor Representative appointed hereunder shall execute, acknowledge, and file with the Creditor Representative Fund records an instrument accepting the appointment under this Supplement and agreeing to be bound thereto, and thereupon, the successor Creditor Representative, without any further act, deed, or conveyance, shall become vested with all rights,

powers, trusts, and duties of the predecessor Creditor Representative; *provided, however*, that a removed or resigning Creditor Representative shall, nevertheless, when requested in writing by the successor Creditor Representative, execute and deliver an instrument or instruments conveying and transferring to such successor Creditor Representative under this Supplement all the estates, properties, rights, powers, and trusts of such predecessor Creditor Representative.

Section 4.7 Effect of Resignation or Removal. The death, resignation, incapacity, or removal of the Creditor Representative shall not operate to terminate the Creditor Representative Fund created by this Supplement or to revoke any existing agency created pursuant to the terms of this Supplement or invalidate any action theretofore taken by the Creditor Representative or any prior Creditor Representative. In the event of the resignation or removal of a Creditor Representative, such Creditor Representative will promptly (a) execute and deliver such documents, instruments and other writings as may be ordered by the Bankruptcy Court or reasonably requested by the successor Creditor Representative to effect the termination of such Creditor Representative's capacity under this Supplement, (b) deliver to the Bankruptcy Court (if required) or the successor Creditor Representative all documents, instruments, records and other writings related to the Creditor Representative Fund as may be in the possession of such Creditor Representative (provided that such Creditor Representative may retain one copy of such documents for archival purposes) and (c) otherwise assist and cooperate in effecting the assumption of its obligations and functions by such successor Creditor Representative.

Section 4.8 Confidentiality. The Creditor Representative shall, during the period that the Creditor Representative serves as Creditor Representative under this Supplement and following the termination of the Creditor Representative Fund or following its removal or resignation hereunder, hold strictly confidential and not use for personal gain any material, non-public information of which the Creditor Representative has become aware in the Creditor Representative's capacity as Creditor Representative, except as otherwise required by law.

ARTICLE V THE CLAIMS RESOLUTION PROCESS

Section 5.1 Claims Resolution. The Creditor Representative will retain ~~_____~~ Moses & Singer, LLP as counsel with respect to the Claims resolution process (in such capacity, "**Claims Counsel**") contemplated in the Plan and will designate such responsibilities to said counsel. Claims Counsel will carry out this role in its reasonable discretion in consultation with the Creditor Representative (and, in any event, in accordance with the Directives); *provided, however*, that the Creditor Representative's prior express consent shall be required (for Claims Counsel) with respect to resolution of: (i) Claims, to the extent that the holder of such Claim is a continuing services vendor or trade creditor of the Reorganized Debtors and the Reorganized Debtors annually incur in excess of \$100,000 for such services or trade; (ii) Claims alleging personal injury or bodily harm; and/or (iii) ~~purposefully reserved~~ any Claims of Henry Schein, Inc. or any of its affiliates; *further provided, for the avoidance of doubt*, the Claims resolution process will be in accordance with and as set forth in the Plan.

Section 5.2 Claims Counsel. Claims Counsel shall be compensated for reasonable fees incurred and all reasonable, necessary and actual out-of-pocket expenses solely from and to the extent of available Cash in the Creditor Representative Fund, to the extent approved by the

Creditor Representative without necessity for review or approval by the Bankruptcy Court or any other Person. Claims Counsel shall have an initial budget of \$40,000.00. Notwithstanding the foregoing, Claims Counsel, on the Effective Date or shortly thereafter (in any event, no later than ten (10) business days after the Effective Date) and as periodically, reasonably requested anytime thereafter by the Creditor Representative, shall provide the Creditor Representative with a proposed work plan and further budget with respect to the Claims resolution process. Claims Counsel shall regularly report (and, in any event, no less than once every calendar month, unless the Creditor Representative and Claims Counsel agree otherwise) to the Creditor Representative on the status of the Claims resolution process and the fees and expenses incurred on account thereof. ~~The ongoing retention and~~ Any contemplated termination of Claims Counsel by the Creditor Representative shall be subject to prior consultation with Henry Schein, Inc., without necessity for review or approval by the Bankruptcy Court or any other Person. To the extent there is any dispute, between the Creditor Representative and Henry Schein, Inc., or otherwise, regarding the termination of Claims Counsel or selection of new Claims Counsel (including any dispute relating to any compensation or expense reimbursement due), the Bankruptcy Court shall retain jurisdiction to consider and adjudicate any such dispute.

ARTICLE VI TERMINATION

Section 6.1 Termination. The appointment of the Creditor Representative shall commence on the Effective Date. The appointment shall terminate upon the latest of: (a) the resolution of all Claims, (b) the payment of all costs and expenses of the Creditor Representative, and (c) the distribution of any remaining Creditor Representative Assets to the Litigation Trust, and upon the occurrence thereof, the Creditor Representative shall file a certificate of termination with the Bankruptcy Court.

Section 6.2 Survival. Sections 7.1, 7.2, 7.3 and 7.4 shall survive the expiration of the appointment of the Creditor Representative. Except as specifically provided herein, upon the termination of the appointment of the Creditor Representative in accordance with Section 6.1, the Creditor Representative shall have no further duties or obligations hereunder or as Creditor Representative. For the avoidance of doubt, any other provision in the Supplement, which, by its terms, specifically survives termination of the Supplement, shall survive termination of the appointment of the Creditor Representative.

ARTICLE VII MISCELLANEOUS PROVISIONS

Section 7.1 No Further Liability. The Creditor Representative shall have no liability for any actions or omissions in accordance with this Supplement unless arising out of its gross negligence, willful misconduct, or fraud. In performing its duties under this Supplement, the Creditor Representative shall have no liability for any action taken by the Creditor Representative in accordance with the advice of counsel, accountants, appraisers and other professionals retained by the Creditor Representative. Without limiting the generality of the foregoing, the Creditor Representative may rely without independent investigation on copies of orders of the Bankruptcy Court reasonably believed by the Creditor Representative to be genuine, and shall have no liability for actions taken in reliance thereon. None of the provisions of this Supplement shall require the

Creditor Representative to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights and powers nor shall they entitle the Creditor Representative to payment from any Person or assets, other than the assets available in the Creditor Representative Fund. The Creditor Representative may rely without inquiry upon writings delivered to it under the Plan which the Creditor Representative reasonably believes to be genuine and to have been given by a proper Person. Notwithstanding the foregoing, nothing in this Section 7.1 shall relieve the Creditor Representative from any liability for any actions or omissions arising out of its gross negligence, willful misconduct, or fraud. Any action taken or omitted to be taken in the case of the Creditor Representative with the express approval of the Bankruptcy Court will conclusively be deemed not to constitute gross negligence, willful misconduct, or fraud.

Section 7.2 Indemnification of the Creditor Representative.

(a) To the fullest extent permitted by law, the Creditor Representative Fund, to the extent of its assets legally available for that purpose (including any remaining Creditor Representative Assets), will indemnify and hold harmless the Creditor Representative and each of its respective directors, members, shareholders, partners, officers, agents, professionals or employees (collectively, the “**Indemnified Persons**”) from and against any and all loss, cost, damage, expense (including, without limitation, fees and expenses of attorneys and other advisors and any court costs incurred by any Indemnified Person) or liability by reason of anything any Indemnified Person did, does or refrains from doing for the business or affairs of the Creditor Representative Fund, except to the extent that it is finally judicially determined by a court of competent jurisdiction that the loss, cost, damage, expense or liability resulted from the Indemnified Person’s gross negligence, willful misconduct, or fraud.

(b) Notwithstanding any provision herein to the contrary, the Indemnified Persons shall be entitled to obtain advances from the Creditor Representative Fund to cover their reasonable expenses of defending themselves in any action brought against them as a result of the acts and omissions, actual or alleged, of an Indemnified Person in its capacity as such, *provided, however*, that the Indemnified Persons receiving such advances shall repay the amounts so advanced to the Creditor Representative Fund immediately upon the entry of a final, non-appealable judgment or order finding that such Indemnified Persons were not entitled to any indemnity under the provisions of this Section 7.2. The foregoing indemnity in respect of any Indemnified Person shall survive the termination of such Indemnified Person from the capacity for which they are indemnified. Termination or modification of this Supplement shall not affect any indemnification rights or obligations then existing.

(c) The Creditor Representative may indemnify any of the Indemnified Persons for any loss, cost, damage, expense or liability for which the Indemnified Persons would not be entitled to mandatory indemnification under this Section 7.2.

(d) Any Indemnified Person may waive the benefits of indemnification under this Section 7.2, but only by an instrument in writing executed by such Indemnified Person.

(e) The rights to indemnification under this Section 7.2 are not exclusive of other rights which any Indemnified Person may otherwise have at law or in equity, including

without limitation common law rights to indemnification or contribution. Nothing in this Section 7.2 will affect the rights or obligations of any Person (or the limitations on those rights or obligations) under any other agreement or instrument to which that Person is a party.

(f) In making a determination with respect to entitlement to exculpation or indemnification hereunder, the Person, Persons or entity making such determination shall presume that the Indemnified Person is entitled to exculpation and indemnification under this Supplement, and any Person seeking to overcome such presumption shall have the burden of proof to overcome that presumption.

Section 7.3 Creditor Representative Fund Liabilities. All liabilities of the Creditor Representative Fund, including without limitation indemnity obligations under Section 7.2 of this Supplement, will be liabilities of the Creditor Representative Fund as an entity, and will be paid or satisfied from Creditor Representative Assets. No liability of the Creditor Representative Fund will be payable in whole or in part by the Creditor Representative individually or in the Creditor Representative's capacity as Creditor Representative, by any Litigation Trust Beneficiary individually or in the Litigation Trust Beneficiary's capacity as a Litigation Trust Beneficiary, by the Litigation Trustee individually or in the Litigation Trustee's capacity as Litigation Trustee, or by any member, partner, shareholder, director, officer, professional, employee, agent, affiliate or advisor of any Creditor Representative, Litigation Trust Beneficiary, Litigation Trustee, or their respective affiliates.

Section 7.4 Limitation of Liability. Neither the Creditor Representative nor its professionals will be liable for punitive, exemplary, consequential, special or other damages for a breach of this Supplement under any circumstances.

Section 7.5 Headings. Sections, subheadings and other headings used in this Supplement are for convenience only and shall not affect the construction or interpretation of this Supplement or any provision thereof.

Section 7.6 Amendment and Waiver. Technical amendments to this Supplement may be made, as necessary to clarify this Supplement or enable the Creditor Representative to effectuate the terms of this Supplement, by the Creditor Representative, without notice to the Litigation Trust Beneficiaries or any other Persons, or approval of the Bankruptcy Court, *provided, however*, that all amendments of this Supplement shall be consistent with the purpose and intention of the Creditor Representative Fund and the Directives; *further provided, however*, any other amendments of this Supplement shall only be effective upon notice to those parties receiving current electronic notice in the Reorganization Cases and approval of the Bankruptcy Court.

Section 7.7 Notices. All notices, requests or other communications, required or permitted to be made in accordance with this Supplement shall be in writing and shall be delivered personally or by first class or express mail, return receipt requested or fax with confirmation of receipt or email with receipt acknowledgement. Notices should be directed to:

- (a) If to the Creditor Representative Fund or the Creditor Representative: as specified on Exhibit A.

- (b) If to the Reorganized Debtors: to such persons as the Reorganized Debtors may designate from time to time.

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Exhibit A

Creditor Representative

~~[To be updated on or prior to the Confirmation Date.]~~

[Verdolino & Lowey, P.C.](#)
[Pine Brook Office Park](#)
[124 Washington Street](#)
[Foxborough, MA 02035](#)
[Attn: Craig R. Jalbert](#)
[Facsimile: \(508\) 543-4114](#)

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Summary Report:	
Litéra® Change-Pro ML WIX 6.5.0.459 Document Comparison done on 12/12/2013 4:08:27 PM	
Style Name: Standard	
Original Filename: Rural_Metro-CreditorRepresentativePlanSupplement(12213).DOC	
Original DMS:	
Modified Filename:	
Modified DMS: iw://WORKSITE/WorkSiteUS/61572606/1	
Changes:	
Add	26
Delete	11
Move From	0
Move To	0
Table Insert	0
Table Delete	0
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Embedded Excel	0
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