ORIGINAL

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	Chapter 11
Rural/Metro Corporation, et al.,[1]	:	Case No. 13-11952 (KJC)
Debtors.	:	Jointly Administered
	:	**Re: Docket Nos. 605, 702, 705, 711, 730, 735, 769, 789, 789, 790, 798, 801, 804, 806, 808, 809, 820 & 823**

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER CONFIRMING FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR RURAL/METRO CORPORATION AND ITS AFFILIATED DEBTORS

Upon consideration of the *First Amended Joint Chapter 11 Plan of Reorganization For Rural/Metro Corporation and its Affiliated Debtors* (annexed hereto as Exhibit 1, and including all exhibits thereto and as amended, modified, and/or supplemented from time to time, the "**Plan**") proposed by the above-captioned debtors and debtors in possession (each a "**Debtor**," and collectively, the "**Debtors**"); and the Debtors having filed the *Disclosure Statement With Respect to the First Amended Joint Chapter 11 Plan of Reorganization For Rural/Metro Corporation and its Affiliated Debtors* [Docket No. 605] (including all exhibits thereto and as amended, modified, and/or supplemented from time to time, the "**Disclosure Statement**"); and the Court, by Order dated November 5, 2013 [Docket No. 597] (the "**Disclosure Statement Order**") having approved the Disclosure Statement as containing adequate information after notice and a hearing held on November 5, 2013; and the Debtors having filed, among other things, the Plan Documents by filing the Plan Supplement

[1] A list of the Debtors in these chapter 11 cases and the last four digits of each Debtor's taxpayer identification number is attached as Schedule 1 to the Declaration of Stephen Farber in Support of Chapter 11 Petition and First Day Pleadings [Docket No. 2] and at www.donlinrecano.com/rmc. The Debtors' headquarters are located at 9221 E. Via de Ventura, Scottsdale, AZ 85258.

[Docket Nos. 705, 809 and 823] with the Court on December 2, 2013, December 13, 2013 and December 16, 2013 (including all exhibits thereto and as amended, modified, and/or supplemented from time to time, the "**Plan Supplement**"); and upon the affidavits of service filed reflecting compliance with the notice and solicitation requirements of the Disclosure Statement Order [Docket Nos. 618, 643, 677 and 681]; and upon the *Declaration of Jung W. Song on Behalf of Donlin, Recano & Company, Inc. Regarding Voting and Tabulation of Ballots Accepting and Rejecting the First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and its Affiliated Debtors* [Docket No. 798] (the "**Voting Affidavit**"), filed with the Court on December 13, 2013; and upon the *Declaration of Stephen Farber Pursuant to 28 U.S.C. § 1749 in Support of Confirmation of the First Amended Joint Chapter 11 Plan of Reorganization For Rural/Metro Corporation and its Affiliated Debtors* [Docket No. 804] (the "**Farber Declaration**"), filed with the Court on December 13, 2012; and upon the *Declaration of Brandon Aebersold of Lazard Frères & Company LLC in Support of Confirmation of Plan of Reorganization* [Docket No. 808] (the "**Aebersold Declaration**," and together with the Farber Declaration, the "**Declarations**"); and upon the *Debtors' Memorandum of Law in Support of Confirmation of the First Amended Joint Chapter 11 Plan of Reorganization For Rural/Metro Corporation and its Affiliated Debtors* [Docket No. 806] (the "**Confirmation Memorandum**"), filed with the Court on December 13, 2013; and the objections to confirmation of the Plan (the "**Objections**")[2] having been resolved and/or overruled by the

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[2] The Objections include: (a) Lisa McCall-Stowers, individually and as guardian of Rhonda McCall, incompetent, and as guardian and next friend of D.M., a minor, Roger W. McCall, Sr., Wilma McCall and Roger W. McCall, Jr. [Docket No. 613]; (b) Hubert Kelso and Sharyel Graul, Individually and as Personal Representative of Marie Kelso, Ruth Blevins and the estate of Teddy Blevins, Carol DeWitt and the Estate of Richard DeWitt [Docket No. 721]; (c) Martha Ann Carey, Individually and On Behalf of the Statutory Beneficiaries of David Carey [Docket No. 726]; (d) Town of Florence [Docket No. 732]; (e) BMO Harris Bank N.A. [Docket Nos. 734 and 777]; (f) United Emergency Medical Professionals of Arizona, Local I-60, IAFF [Docket No. 738]; (g) Business & Decision North America (PA), Inc. [Docket No. 740]; (h) Robert E. Ramsey [Docket No. 741]; (i) Emerg E Data [Docket No. 742]; (j) CIT Finance LLC [Docket

Court pursuant to this Order; and a hearing having been held on December 17, 2013 (the "**Confirmation Hearing**"); and upon the evidence adduced and proffered and the arguments of counsel made at the Confirmation Hearing; and the Court having reviewed all documents in connection with confirmation and having heard all parties desiring to be heard; and upon the record of these cases (the "**Reorganization Cases**"); and after due deliberation and consideration of all of the foregoing; and sufficient cause appearing therefor;

IT IS HEREBY FOUND THAT:

FINDINGS AND CONCLUSIONS

A. The findings set forth herein and in the record of the Confirmation Hearing constitute this Court's findings of fact pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Rules 7052 and 9014 of the Federal Rules of Bankruptcy Procedure. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such.

CAPITALIZED TERMS

B. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan.

JURISDICTION AND VENUE

C. The Court has jurisdiction over this matter and these Reorganization Cases pursuant to 28 U.S.C. §§ 157 and 1334, and the Amended Standing Order of Reference from the

(continued...)

No. 744]; (k) Internal Revenue Service [Docket No. 745]; (l) Aaron and Stephanie Miller, Individually and on Behalf of the Estate of A.M., a Minor [Docket No. 746]; (m) Stephanie Nelson [Docket No. 747]; (n) City of Scottsdale, Arizona [Docket No. 748]; (o) Ricoh USA [Docket No. 749]; (p) Bradshaw Consulting, Inc. [Docket No. 750]; (q) GF PIMA Owner 7, LLC [Docket No. 751]; (r) Commonwealth of Pennsylvania Department of Revenue [Docket No. 763]; (s) First California Investments [Docket No. 764]; (t) Brian Kates, Ray Iskandler and Danny Sleiman [Docket No. 771]; (u) Luge & Sons Development, Inc. [Docket No. 778]; (v) Commerce SWA, L.L.C. [Docket No. 788]; (x) City of Tacoma [Docket No. 822].

United States District Court for the District of Delaware dated as of February 29, 2012. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

D. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b), and this Court has exclusive jurisdiction to determine whether the Plan should be confirmed under the applicable provisions of chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**").

BURDEN OF PROOF

E. The Debtors have the burden of proving the elements of section 1129(a) of the Bankruptcy Code by a preponderance of the evidence. As set forth below, the Debtors have met that burden.

VOTING

F. As evidenced by the Voting Affidavit, votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith and in a manner consistent with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**") and applicable non-bankruptcy law. As evidenced by the Voting Affidavit, pursuant to sections 1124 and 1126 of the Bankruptcy Code, each of the Classes entitled to vote on the Plan has voted to accept the Plan.

FILING OF PLAN

G. On November 5, 2013, the Debtors filed the Plan and Disclosure Statement. On December 2, 2013, the Debtors filed the Plan Supplement, and on December 13, 2013 the Debtors filed an amendment to the Plan Supplement. The Plan Documents and all materials included in the Plan Supplement comply with the terms of the Plan and the filing and notice of such documents is good and proper and in accordance with Bankruptcy Code, the

Bankruptcy Rules and the Local Rules, and no other or further notice is or shall be required.

SOLICITATION OF VOTES ON THE PLAN

H. The Plan, Disclosure Statement, Disclosure Statement Order, Ballots, the *Notice of (I) Approval of Disclosure Statement, (II) Establishment of Record Dates, (III) Hearing on Confirmation of the Plan and Procedures for Objecting to Confirmation of the Plan, and (IV) Procedures and Deadline for Voting on the Plan* (the "**Confirmation Hearing Notice**"), and the *Notice of (I) Possible Assumption of Contracts and Leases, (II) Filing of Cure Amounts, and (III) Deadline to Object Thereto* (the "**Cure Notice**"), were transmitted and served in compliance with the Bankruptcy Rules and the Local Rules.

I. The forms of Ballots adequately address the needs of the Reorganization Cases and are appropriate for holders of claims in Class 2 (Secured Lender Claims), Class 4 (Noteholder Claims), and Class 5 (Other Unsecured Claims) – the Classes of Claims entitled to vote to accept or reject the Plan (the "**Voting Classes**"). The period during which the Debtors solicited acceptances of the Plan was a reasonable period of time for holders of Claims in the Voting Classes to make an informed decision to accept or reject the Plan.

J. The Debtors were not required to solicit votes from holders of Claims in Class 1 (Priority Non-Tax Claims) or Class 3 (Other Secured Claims) as each of these Classes is unimpaired under the Plan and thus, deemed to accept the Plan. The Debtors were not required to solicit votes from holders of Claims or Interests in Class 6 (Existing Securities Laws Claims) or Class 7 (Existing Common Stock Interests and Existing Securities Laws Claims on Account Thereof) as such Classes will not receive any property, interest in property or other distribution under the Plan and thus, are deemed to reject the Plan.

K. As described in and as evidenced by the Voting Affidavit, the transmittal and service of the Plan, the Disclosure Statement, the Disclosure Statement Order, the Ballots,

the Confirmation Hearing Notice and Cure Notice (all of the foregoing, the "**Solicitation**") was timely, adequate and sufficient under the circumstances. The Solicitation of acceptances of the Plan complied with the procedures set forth in the Disclosure Statement Order, was appropriate based upon the circumstances of the Debtors, was conducted in good faith, and was in compliance with the provisions of the Disclosure Statement, the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable rules, laws and regulations.

L. The Debtors, the Reorganized Debtors, and the Creditors' Committee (with respect to subsection (i) in this paragraph) and their respective successors, predecessors, control persons, members, officers, directors, employees and agents and their respective attorneys, financial advisors, investment bankers, accountants and other professionals retained by such persons, to the extent applicable, (i) have acted in "good faith" within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure in connection with all their respective activities relating to the solicitation of acceptances of the Plan and their participation in the activities described in section 1125 of the Bankruptcy Code, and (ii) shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer, issuance, sale or purchase of any securities under the Plan and therefore, are not, on account of such Solicitation or participation will not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan or the offer, issuance, sale or purchase of securities under the Plan, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and, to the extent such parties are listed therein, the exculpation provisions set forth in Article

XII of the Plan. For the avoidance of doubt, the letter from the Creditors' Committee to unsecured creditors dated as of November 1, 2013 was in "good faith" within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure.

NOTICE

M. As evidenced by the Voting Affidavit, all parties required to be given notice of the Confirmation Hearing (including the deadline for filing and serving objections to confirmation of the Plan) have been given due, proper, timely and adequate notice in accordance with the Disclosure Statement Order, and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and applicable non-bankruptcy law, and such parties have had an opportunity to appear and be heard with respect thereto. Further, as evidenced by the *Certification of Publication of Alice Weber in the New York Times Regarding Notice of (I) Approval of Disclosure Statement, (II) Establishment of Record Dates, (III) Hearing on Confirmation of the Plan and Procedures for Objection to Confirmation of the Plan, and (IV) Procedures and Deadline for Voting on the Plan*, dated November 11, 2013 [Docket No. 618], the Debtors published notice of the Confirmation Hearing in the *New York Times* on November 7, 2013. No further or other notice, solicitation, or re-solicitation is required.

CURE NOTICE

N. As required by the Disclosure Statement Order, the Debtors, through Donlin, Recano & Company, Inc., their Claims and Solicitation agent, on November 27, 2013, mailed the Cure Notice [Docket No. 702] on the non-Debtor counterparties to the Assumed Executory Contracts and Unexpired Leases. The Debtors filed their amended Cure Notices on December 6, 2013 [Docket No. 735], December 10, 2013 [Docket No. 769] and December 11,

2013 [Docket No. 790]. Affidavits of service confirming mailing of the Cure Notice were filed with the Court on December 9, 2013 [Docket Nos. 754, 755 and 756], December 10, 2013 [Docket No. 77] and December 13, 2013 [Docket Nos. 800, 802 and 803]. Unless otherwise agreed to with a non-Debtor counterparty or set forth herein, the cure costs set forth in each individualized Cure Notice is deemed to be the only amount necessary to "cure" (within the meaning of section 365(b)(1) of the Bankruptcy Code) all "defaults" (within the meaning of section 365(b) of the Bankruptcy Code) under the Assumed Executory Contracts and Unexpired Leases, to the extent required by section 365 of the Bankruptcy Code. For the avoidance of doubt, the Debtors shall pay all amounts that become due under the Assumed Executory Contracts between the Confirmation Date and the Effective Date in the ordinary course.

MODIFICATIONS TO THE PLAN

O. Modifications made to the Plan since the Solicitation, including the modifications contained in the version of the Plan attached hereto as Exhibit 1, comply in all respects with sections 1122 and 1123 of the Bankruptcy Code, as required under section 1127 of the Bankruptcy Code and Bankruptcy Rule 2019. The filing of the modified Plan with the Court and the disclosure of the Plan modifications on the record at the Confirmation Hearing constitutes due and sufficient notice of such modifications, and the Court hereby finds that such modifications are non-material and do not require the re-solicitation of any Class.

THE PLAN COMPLIES WITH THE STANDARDS FOR CONFIRMATION UNDER SECTION 1129 OF THE BANKRUPTCY CODE

P. Section 1129(a)(1). The Plan complies with each applicable provision of the Bankruptcy Code. In particular, the Plan complies with the requirements of sections 1122 and 1123 of the Bankruptcy Code. Among other things:

1. In accordance with section 1122(a) of the Bankruptcy Code, Article IV of the Plan classifies each Claim against and Interest in

the Debtors into a Class containing only substantially similar Claims or Interests;

2. In accordance with section 1123(a)(1) of the Bankruptcy Code, Article IV of the Plan properly classifies all Claims and Interests that require classification;

3. In accordance with section 1123(a)(2) of the Bankruptcy Code, Article IV of the Plan properly specifies each Class of Claims or Interests that is not impaired under the Plan;

4. In accordance with section 1123(a)(3) of the Bankruptcy Code, Article V of the Plan properly specifies the treatment of each Class of Claims or Interests that is impaired under the Plan;

5. In accordance with section 1123(a)(4) of the Bankruptcy Code, the Plan provides the same treatment for each Claim or Interest of a particular Class unless the holder of such a Claim or Interest agrees to less favorable treatment;

6. In accordance with section 1123(a)(5) of the Bankruptcy Code, the Plan provides adequate means for its implementation, including, without limitation, the provisions regarding the Restructuring Transaction and the post-Effective Date corporate management, governance and actions set forth in Article VII of the Plan;

7. In accordance with section 1123(a)(6) of the Bankruptcy Code, Section 7.3 of the Plan provides that the certificate of incorporation or operating agreement, as applicable, of each Reorganized Debtor shall prohibit the issuance of non-voting stock;

8. In accordance with section 1123(a)(7) of the Bankruptcy Code, the provisions of the Plan and the Reorganized Debtors' amended certificates of incorporation, bylaws or operating agreements, as applicable, regarding the manner of selection of officers and directors of the Reorganized Debtors, including, without limitation, the provisions of Section 7.8 of the Plan, are consistent with the interests of creditors and equity security holders and with public policy;

9. In accordance with section 1123(b)(1) of the Bankruptcy Code, Article IV and Article V of the Plan impair or leave unimpaired, as the case may be, each Class of Claims and Interests;

10. In accordance with section 1123(b)(2) of the Bankruptcy Code, Article X of the Plan provides for the assumption, assumption and assignment, or rejection of the Debtors' executory contracts and unexpired leases that have not been previously assumed, assumed

and assigned or rejected pursuant to section 365 of the Bankruptcy Code and orders of the Court;

11. In accordance with section 1123(b)(3)(A) of the Bankruptcy Code, the settlements and compromises under the Plan of, among other things, causes of action subject to the releases and exculpations provided in Article XII of the Plan, are a valid exercise of the Debtors' business judgment, are fair, reasonable and in the best interests of the Debtors' estates;

12. In accordance with section 1123(b)(3)(B) of the Bankruptcy Code, Section 12.2 of the Plan provides that, except as otherwise provided in the Plan (including, but not limited to, Sections 7.16 and 12.8 of the Plan), on the Effective Date all property comprising the Estates (including, subject to any releases provided for in the Plan, any claim, right or cause of action which may be asserted by or on behalf of the Debtors) shall be vested in the Reorganized Debtors;

13. In accordance with section 1123(b)(5) of the Bankruptcy Code, Articles IV and V of the Plan modify or leave unaffected, as the case may be, the rights of holders of Claims in each Class of Claims;

14. In accordance with section 1123(b)(6) of the Bankruptcy Code, the other provisions of the Plan are appropriate and not inconsistent with the applicable provisions of the Bankruptcy Code; and

15. In accordance with section 1123(d) of the Bankruptcy Code, Section 10.3 of the Plan provides for the satisfaction of Cure Amounts associated with each executory contract and unexpired lease to be assumed pursuant to the Plan in accordance with section 365(b)(1) of the Bankruptcy Code. Cure Amounts were determined in accordance with the underlying agreements and applicable law.

Q. Section 1129(a)(2). The Debtors have complied with all applicable provisions of the Bankruptcy Code with respect to the Plan and the solicitation of acceptances or rejections thereof. In particular, the Plan complies with the requirements of sections 1125 and 1126 of the Bankruptcy Code as follows:

1. The Debtors have complied with the applicable provisions of the Bankruptcy Code except as otherwise provided or permitted by orders of the Court;

2. In transmitting the Plan, the Disclosure Statement, the Disclosure Statement Order, the Ballots, and related documents and notices in soliciting and tabulating the votes on the Plan, the Debtors have complied with the applicable provisions of the Bankruptcy Code, including sections 1125 and 1126, the Bankruptcy Rules, the Local Rules, applicable non-bankruptcy law, and the Disclosure Statement Order;

3. Claims in Classes 1 and 3 under the Plan are unimpaired, and such Classes are deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

4. The Plan was voted on by Classes 2, 4 and 5, as such Classes are the only impaired Classes of Claims and Interests that are receiving distributions under the Plan and, consequently, were entitled to vote on the Plan pursuant to the Bankruptcy Code and the Bankruptcy Rules.

5. The Debtors have made a final determination of the validity of, and tabulation with respect to, all acceptances and rejections of the Plan by holders of Claims entitled to vote on the Plan, including the amount and number of accepting and rejecting Claims in Classes 2, 4 and 5 under the Plan.

6. Class 2 has accepted the Plan by at least two-thirds in amount and a majority in number of the Claims in such Class 2 actually voting.

7. Class 4 has accepted the Plan by at least two-thirds in amount and a majority in number of the Claims in such Class 4 actually voting.

8. Class 5 has accepted the Plan by at least two-thirds in amount and a majority in number of the Claims in such Class 5 actually voting.

R. Section 1129(a)(3). The Plan has been proposed in good faith and not by any means forbidden by law. In so finding, the Court has considered the totality of the circumstances in these Reorganization Cases. The Plan is the result of extensive, good faith, arm's-length negotiations among the Debtors and certain of their principal constituencies (including the Administrative Agents, the DIP Lenders, Consenting Lenders, Consenting Noteholders, the Creditors' Committee and each of their representatives), reflects input from principal constituencies having an interest in these cases, and achieves the goal of consensual reorganization embodied by the Bankruptcy Code. The Plan was proposed by the Debtors with the legitimate and honest purpose of maximizing the value of the Debtors' estates and allows creditors to realize the highest possible recoveries under the circumstances.

S. Section 1129(a)(4). Other than payments that have been (or subsequently are) otherwise authorized by order of the Court, any payment for services or costs and expenses in or in connection with these cases, or in connection with the Plan and incident to these cases, has been approved by, or is subject to the approval of, the court as reasonable. Pursuant to Section 3.3 of the Plan, professionals holding Fee Claims are required to file their final fee applications with the Court no later than thirty (30) days after the Effective Date, and except as otherwise provided in the Plan with respect to the Fee Auditor, all payments to be made to Professional Persons or other entities asserting Fee Claims for services rendered before the Effective Date will be subject to review and approval by this Court. The Plan therefore satisfies section 1129(a)(4) of the Bankruptcy Code.

T. Section 1129(a)(5). The identities and affiliations of the directors and officers of each of the Reorganized Debtors, and the identity and the nature of compensation of insiders that will be employed or retained by the Reorganized Debtors, have been disclosed in the Plan Supplement filed with the Court on December 2, 2013 as amended December 13, 2013.

The appointments to, or continuance in, such offices by the proposed directors and officers is consistent with the interests of holders of Claims and Interests and with public policy.

U. Section 1129(a)(6). The Plan does not provide for any changes in rates that require regulatory approval of any governmental agency. Thus, section 1129(a)(6) is not applicable to the Plan.

V. Section 1129(a)(7). Each holder of an impaired Claim or Interest in each impaired Class of Claims or Interests that has not accepted the Plan will, on account of such Claim or Interest, receive or retain property under the Plan having a value, as of the Effective Date, that is not less than the amount that such holder would have received or retained if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on the Effective Date.

W. Section 1129(a)(8). The Plan has not been accepted by all impaired Classes of Claims and Interests because, pursuant to section 1126(g) of the Bankruptcy Code, the holders of Claims and Interests in Classes 6 and 7 are deemed to have rejected the Plan. Nevertheless, the Plan is confirmable under section 1129(b) of the Bankruptcy Code with respect to such non-accepting Classes of Claims and Interests.

X. Section 1129(a)(9). Except to the extent that the holder of a particular Claim has agreed to different treatment, the Plan provides treatment for Administrative Expense Claims, Priority Tax Claims, Fee Claims and Priority Non-Tax Claims that is consistent with the requirements of section 1129(a)(9) of the Bankruptcy Code.

Y. Section 1129(a)(10). At least one impaired Class of Claims has accepted the Plan, determined without including any acceptances of the Plan by any insider, thereby satisfying the requirements of section 1129(a)(10) of the Bankruptcy Code.

Z. Section 1129(a)(11). The Debtors' projections of the capitalization and financial information of the Reorganized Debtors as of the Effective Date are reasonable and

made in good faith, and confirmation of the Plan is not likely to be followed by the liquidation or the need for the further financial reorganization of the Debtors.

AA. Section 1129(a)(12). The Plan provides that all fees payable pursuant to section 1930 of title 28 of the United States Code due and payable through the Effective Date shall be paid by the Debtors on the Effective Date or as soon as practicable thereafter, and amounts due thereafter shall be paid by each of the applicable Reorganized Debtors in the ordinary course until the earlier of the entry of a final decree closing the applicable Reorganization Case or a Bankruptcy Court order converting or dismissing the applicable Reorganization Case.

BB. Section 1129(a)(13). Pursuant to Section 13.2 of the Plan, on and after the Effective Date, in accordance with section 1129(a)(13) of the Bankruptcy Code, the Reorganized Debtors shall continue to pay all retiree benefits (within the meaning of section 1114 of the Bankruptcy Code), if any, at the level established in accordance with section 1114 of the Bankruptcy Code, at any time prior to the Confirmation Date, for the duration of the period for which the Debtors had obligated themselves to provide such benefits.

CC. Section 1129(b). The Plan does not "discriminate unfairly" and is "fair and equitable" with respect to Classes 6 and 7, which Classes are impaired and deemed to reject the Plan. The Plan does not discriminate unfairly with respect to such Classes because no similarly situated holders of Claims or Interests are receiving a recovery under the Plan. The Plan is "fair and equitable" with respect to such Classes because (i) no holders of Claims or Interests junior to the Claims and Interests in such Classes will receive or retain property under the Plan on account of such Claims or Interests, and (ii) no senior Class will receive a recovery in excess of 100%.

DD. Section 1129(c). The Plan is the only plan that has been filed in these cases that has been found to satisfy the requirements of subsections (a) and (b) of section 1129 of the Bankruptcy Code. Accordingly, the requirements of section 1129(c) of the Bankruptcy Code have been satisfied.

EE. Section 1129(d). No party in interest, including, but not limited to, any Governmental Unit (as defined in section 101(27) of the Bankruptcy Code), has requested that the Court deny confirmation of the Plan on grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of Section 5 of the Securities Act of 1933, and the principal purpose of the Plan is not such avoidance. Accordingly, the Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code.

FF. Satisfaction of Confirmation Requirements. Based on the foregoing, the Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

DISCHARGE, INDEMNIFICATION, INJUNCTIONS, RELEASES AND EXCULPATION

GG. The indemnification, injunction, discharge, release and exculpation provisions set forth in the Plan constitute good-faith compromises and settlements of the matters covered thereby. Such compromises and settlements are made in exchange for consideration and: (i) are in the best interests of the Debtors, their Estates and holders of Claims and Interests; (ii) are fair, equitable and reasonable; and (iii) are integral elements of the restructuring and resolution of the Reorganization Cases in accordance with the Plan. The failure to effect the indemnification, injunction, discharge, exculpation and release provisions described in the Plan would seriously impair the Debtors' ability to confirm the Plan. Each of the discharge, release, indemnification, injunction and exculpation provisions set forth in the Plan:

(i) is within the jurisdiction of the Court under 28 U.S.C. §§ 1334(a), (b) and (d);

(ii) is an essential means of implementing the Plan pursuant to section 1123(a)(5) of the Bankruptcy Code;

(iii) is an integral element of the settlements and transactions incorporated into the Plan;

(iv) confers material benefit on, and is in the best interests of, the Debtors, their estates and the holders of Claims and Interests;

(v) is important to the overall objectives of the Plan to finally resolve all Claims among or against the parties in interest in the Reorganization Cases with respect to the Debtors, their organization, capitalization, operation and reorganization; and

(vi) is consistent with sections 105, 1123 and 1129 of the Bankruptcy Code and applicable law.

SUBSTANTIVE CONSOLIDATION

HH. Based on the information contained in the Disclosure Statement, the Declarations, and the Confirmation Memorandum, as well as the evidence proffered at the Confirmation Hearing, and the fact that no party has contested such substantive consolidation, the Debtors have satisfied their burden of demonstrating that substantive consolidation of the Debtors' Estates for purposes of voting, confirmation and distributions to the extent set forth in Section 2.2 of the Plan is warranted and appropriate under the standard set forth in In re Owens Corning, 419 F.3d 195 (3d Cir. 2005), amended by 2005 U.S. App. LEXIS 18043 (Aug. 23, 2005), and will streamline the claim adjudication and distribution process, without causing any harm to any creditors and, accordingly, is approved.

IMPLEMENTATION

II. All documents necessary to implement the Plan, including the Plan Documents and those contained or contemplated in the Restructuring Support Agreement and the Plan Supplement, and all other relevant and necessary documents have been negotiated in good faith and at arm's-length and shall, upon completion of documentation and execution, be valid,

binding, enforceable agreements and not be in conflict with any federal or state law.

GOOD FAITH

JJ. The Debtors, the Reorganized Debtors and all of their respective officers, directors, agents, financial advisors, attorneys, employees, equity holders, members, affiliates and representatives will be acting in good faith if they proceed to (i) consummate the Plan and the agreements, settlements, transactions and transfers contemplated thereby, and (ii) take any action authorized or directed by this Order.

RETENTION OF JURISDICTION

KK. Notwithstanding the entry of this Order or the occurrence of the Effective Date, the Court shall retain jurisdiction over the Reorganization Cases and any of the proceedings arising therefrom, or related to, the Reorganization Cases pursuant to section 1142 of the Bankruptcy Code and 28 U.S.C. § 1334 to the fullest extent permitted by the Bankruptcy Code and applicable law, including, without limitation, such jurisdiction as is necessary to ensure that the purpose and intent of the Plan are carried out, including the matters set forth in Section 13.1 of the Plan and section 1142 of the Bankruptcy Code.

CONDITIONS PRECEDENT

LL. Each of the conditions precedent to the entry of this Order has been satisfied in accordance with Section 11.1 of the Plan or properly waived in accordance with Section 11.3 of the Plan.

MM. The Plan, and all transactions contemplated thereby, complies with all applicable law.

Accordingly, it is hereby

ORDERED, ADJUDGED AND DECREED, that:

1. Findings of Fact and Conclusions of Law. The above-referenced findings of fact and conclusions of law are hereby incorporated by reference as though fully set forth herein.

2. Notice of the Confirmation Hearing. Notice of the Confirmation Hearing complied with the terms of the Disclosure Statement Order, was appropriate and sufficient based upon the circumstances of the Reorganization Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules.

3. Solicitation. The solicitation of votes on the Plan was appropriate and sufficient based upon the circumstances of the Reorganization Cases, and was in compliance with the provisions of the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules and the Local Rules.

4. Confirmation of the Plan. The Plan and each of its provisions (whether or not specifically described herein) are CONFIRMED, pursuant to section 1129 of the Bankruptcy Code and the Debtors, together with the Disbursing Agent and any other party required to make Plan Distributions pursuant to the Plan, are authorized to implement the Plan in accordance with its terms. The documents contained in or contemplated by the Plan Supplement and the Plan are authorized and approved. The terms of the Plan, including the Plan Supplement, are incorporated by reference into and are an integral part of this Order. For the avoidance of doubt, as of the Effective Date, the Plan Documents (i) shall be deemed effective in accordance with their terms, (ii) are incorporated by reference into and are an integral part of this Order, and (iii) are authorized and approved.

5. The Litigation Trustee; the Creditor Representative; and the Estate Accounting-Related Causes of Action Trust. Without limiting the generality of the foregoing paragraph 4, as of the Effective Date: (a) the Litigation Trust Agreement, the Creditor Representative Plan Supplement, and the Cooperation Agreement, and (b) the liquidating trust filed with the amendment to the Plan Supplement (the "**Estate Accounting-Related Causes of Action Trust**," which, for the avoidance of doubt, is deemed to be included in the definition of "Plan Documents" in the Plan), in each case, shall be deemed effective in accordance with their terms. The appointment or selection of Persons identified in the Litigation Trust Agreement, the Creditor Representative Plan Supplement, and the Estate Accounting-Related Causes of Action Trust, respectively, including, without limitation, the Litigation Trustee, the Creditor Representative, and Claims Counsel, as well as the "Trustee" (as defined in the Estate Accounting-Related Causes of Action Trust, is in the best interests of the Debtors and their Estates and creditors and hereby is approved in all respects.

6. Objections. Any Objections or responses to confirmation of the Plan and any reservation of rights that (a) have not been withdrawn, waived, settled or adjourned prior to the entry of this Order, or (b) are not cured by the relief granted herein, are hereby OVERRULED in their entirety and on their merits, and all withdrawn objections, responses or reservations are hereby deemed withdrawn with prejudice.

7. Approval of Releases, Injunctions and Exculpations. All release, injunction and exculpation provisions embodied in the Plan are approved in their entirety, are so ordered and shall be immediately effective and binding (subject to the occurrence of the Effective Date) to the extent provided therein without further order or action on the part of the Court, any of the parties to such releases or any other party; provided, however, that nothing contained herein shall preclude any Person from exercising its rights, or obtaining benefits,

directly and expressly provided to such entity pursuant to and consistent with the terms of the Plan, the Plan Supplement, the Plan Documents, and the contracts, instruments, releases, agreements and documents delivered in connection with the Plan, including but not limited to the right to prosecute Causes of Action against any parties that are subject of any Potential Action Notice (subject to the terms of, and as is more fully set forth in, the Plan). The commencement or prosecution by any person or entity, whether directly, derivatively or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released pursuant to the Plan is hereby permanently enjoined.

8. Approval of Settlements. The settlement and compromise of certain disputes embodied in the treatment of Claims against and Interests in the Debtors under Section 2.1 of the Plan is fair and equitable and in the best interests of the Debtors and creditors in accordance with Bankruptcy Rule 9019.

9. Corporate Actions and Implementation of the Plan.

a. On the Effective Date, all actions contemplated by the Plan, the Plan Documents, and the Plan Supplement shall be deemed authorized, approved and, to the extent taken prior to the Effective Date, ratified in all respects (subject to the provisions of the Plan), including, without limitation, all of the transactions contemplated by Article VII of the Plan. Each of the matters provided for under the Plan involving the corporate structure of any Debtor or any Reorganized Debtor and any other transaction reasonably necessary to facilitate the consummation of the Plan shall be deemed to have occurred and shall be in effect pursuant to the Bankruptcy Code, and shall be authorized, approved and, to the extent taken prior to the Effective Date, ratified in all respects without any requirement of further action by the shareholders or directors of any of the Debtors or Reorganized Debtors pursuant to section 303 of the Delaware General Corporation Law and any comparable provisions of the business corporation or similar law of any other state (collectively, the "**Reorganization Effectuation Statutes**"), as applicable, and section 1142(b) of the Bankruptcy Code.

b. On the Effective Date, pursuant to section 1142 of the Bankruptcy Code and the Reorganization Effectuation Statutes, but subject to the fulfillment or waiver of all conditions precedent listed in Section 11.2 of the Plan, without further action by the Court or the stockholders, managers or directors of any Debtor or Reorganized Debtor, the Debtors, the Reorganized Debtors, the Disbursing Agent and any other party required to make Plan Distributions pursuant to the Plan, are authorized and empowered to: (i) take any and all actions necessary or appropriate to implement, effectuate and consummate the Plan, this Order or the transactions contemplated thereby or hereby, whether or not specifically referred to herein or therein, including, without limitation, those transactions identified in Article VII of the Plan and the payment of any taxes owing in respect of distributions under the Plan; and (ii) execute and deliver, adopt or amend, as the case may be, any contracts, instruments, releases, agreements and documents necessary to implement, effectuate and consummate the Plan, including the Plan Documents and other documents contained in the Plan Supplement.

c. Without limiting the generality of the foregoing, on the Effective Date, without further action by the Court or the stockholders, managers or directors of any Debtor or Reorganized Debtor, Reorganized RMC, shall be, and hereby is, authorized to enter into the Stockholders Agreement and to perform its obligations thereunder, and the terms of such agreement are hereby approved. In addition, upon receipt of its Pro Rata Share of New Common Stock or portion of the New Common Stock issued pursuant to the Rights Offering (including any New Common Stock issued pursuant to the Rights Offering Backstop Commitment Agreement), each holder of an Allowed Unsecured Claim that receives New Common Stock and each Rights Offering Purchaser, respectively, shall be deemed to have executed the Stockholders Agreement.

d. Without limiting the generality of the foregoing, on the Effective Date, without any further action by the Court or the directors, officers or stockholders of any Reorganized Debtor, each Reorganized Debtor shall be, and hereby is, authorized to enter into the Amended and Restated Secured Credit Agreement and the Exit LC Facility and to perform its obligations thereunder and the terms of such agreements are hereby approved. In addition, on the Effective Date, without any further action by the Court or the directors, officers or stockholders of any Reorganized Debtor, each Reorganized Debtor that becomes a party thereto, as guarantor, shall be, and hereby is, authorized to enter into the guarantee and security agreements with respect to the Amended and Restated

Secured Credit Agreement and the Exit LC Facility (the "**Guarantee and Collateral Agreements**").

e. To the extent that, under applicable non-bankruptcy law, any of the actions necessary or appropriate to implement, effectuate and consummate the Plan, this Order or the transactions contemplated hereby or thereby would otherwise require the consent or approval of the stockholders or directors of any of the Debtors or Reorganized Debtors, this Order shall, pursuant to section 1142 of the Bankruptcy Code and the Reorganization Effectuation Statutes, constitute such consent or approval, and such actions are deemed to have been taken by unanimous action of the directors and stockholders of the appropriate Debtors or Reorganized Debtors.

f. The consummation of the Plan, including the assumption of any executory contract or unexpired lease by the Reorganized Debtors, shall not constitute a change in ownership or change in control under any employee benefit plan or program, financial instrument, loan or financing agreement, executory contract or unexpired lease or contract, lease or agreement in existence on the Effective Date to which any Debtor is a party.

g. From and after the Effective Date, the Reorganized Debtors shall be entitled, and be authorized without any further documentation or any action of any Person, to take such actions as they may deem necessary or advisable to close the Reorganization Cases.

10. New Board. The appointment of the initial board of Reorganized RMC (the "**New Board**") as set forth in the Plan Supplement is hereby approved. Following the Effective Date, the New Board shall be elected in accordance with the Stockholders Agreement and other applicable corporate governance documents. The New Board is authorized to serve, is duly qualified and shall be empowered to act as permitted by applicable non-bankruptcy law on the Effective Date.

11. Binding Effect. In accordance with section 1141(a) of the Bankruptcy Code, and notwithstanding any otherwise applicable law, upon the occurrence of the Effective Date, the terms of the Plan and this Order shall be binding upon, and inure to the benefit of, the Debtors, all holders of Claims and Interests (irrespective of whether such Claims or Interests are

impaired under the Plan or whether the holders of such Claims or Interests accepted, rejected or are deemed to have accepted or rejected the Plan), any and all non-Debtor parties to executory contracts and unexpired leases with any of the Debtors, any other party in interest in the Reorganization Cases, and the respective heirs, successors, assigns, trustees, subsidiaries, affiliates, officers, directors, agents, employees, representatives, attorneys, beneficiaries, guardians, and similar officers of any of the foregoing, or any person claiming through or in the right of any such person or entity.

12. Restructuring Transactions. On the Effective Date, the transfer of assets by any Debtor contemplated by the Plan (including, without limitation, the Restructuring Transaction contemplated by Article VII of the Plan) (i) are or will be legal, valid and effective transfers of property, (ii) vest or will vest in the transferee good title to such property free and clear of all Claims and Interests and Liens, except for those provided for in the Plan or this Order, (iii) do not or will not constitute fraudulent conveyances under any applicable law, and (iv) do not and will not subject any of the Debtors, any of the Reorganized Debtors or property so transferred to any liability by reason of such transfer under applicable law or any theory of law including, without limitation, any theory of successor or transfer liability.

13. Vesting of Assets. Except (a) for Estate Accounting-Related Causes of Action, which will vest in the Estate Accounting-Related Causes of Action Trust, and (b) as otherwise provided in the Plan (including, without limitation, section 7.16 of the Plan) or this Order, on the Effective Date, pursuant to section 1141 of the Bankruptcy Code, without any further action, the property of Debtors' Estates, including all Causes of Action, shall be revested in the Reorganized Debtors, as applicable.

14. Preservation of Causes of Action. The Reorganized Debtors shall retain all Causes of Action, other than (a) Estate Accounting-Related Causes of Action and (b) as

expressly provided in the Plan (including, without limitation, section 7.16 of the Plan). Except as expressly provided in the Plan or this Order, nothing contained in the Plan or this Order shall be deemed a waiver or relinquishment of any Claim, Causes of Action, right of setoff, or other legal or equitable defense that the Debtors had immediately prior to the Petition Date, and any such Claims, Causes of Action, rights of setoff, or other legal or equitable defenses shall be reserved by the Reorganized Debtors.

15. Approval of Discharge of Claims and Termination of Interests. The discharge provisions embodied in the Plan are approved and shall be immediately effective on the Effective Date without further order or action on the part of the Court or any other party. Except as otherwise provided in the Plan or this Order, in accordance with section 1141(d)(1) of the Bankruptcy Code, entry of this Order acts as a discharge, effective as of the Effective Date, of all debts of, Claims against, liens on, and Interests in the Debtors, their assets or properties, which debts, Claims, liens, and Interests arose at any time before the entry of this Order. This discharge shall be effective as to each Claim, regardless of whether a proof of claim therefor was filed, whether the Claim is or becomes an Allowed Claim or whether the holder thereof voted to accept the Plan. On the Effective Date, as to every discharged Claim and Interest, any holder of such Claim or Interest shall be precluded from asserting against the Debtors, the Reorganized Debtors or the assets or properties of any of them, any other or further Claim or Interest based upon any document, instrument, act, omission, transaction or other activity of any kind or nature that occurred before the Confirmation Date.

16. Disputed Claims Entitled to Other Unsecured Cash. In accordance with and without limiting section 9.2 of the Plan, with respect to holders of Disputed Claims that may be entitled to a distribution of Other Unsecured Cash, on the Effective Date, the Reorganized Debtors shall set aside the maximum potential amount of the Other Unsecured Cash (i.e., $5

million) in a segregated account held in trust for the benefit of Allowed Other Unsecured Claims that elect to receive Other Unsecured Cash, which shall be free and clear of any and all liens, claims, pledges, charges, or encumbrances, including any liens securing the exit facilities, and not subject in any way to attachment, seizure or setoff; provided, however, to the extent and at such time as Allowed Other Unsecured Claims that elected to receive Other Unsecured Cash, plus non-contingent, contingent, and/or liquidated Disputed Other Unsecured Claims (including any liquidated portions of unliquidated Disputed Other Unsecured Claims as may be reasonably determined by the Reorganized Debtors, in consultation with the Creditor Representative, in accordance with the Claims resolution process set forth in the Plan) that elected to receive Other Unsecured Cash, is less than $40 million, then, at such time (which time shall be no earlier than 185 days after the Commencement Date), any amount in the segregated account reserved to make payments on account of Allowed Other Unsecured Claims in excess of Other Unsecured Cash shall become the sole and exclusive property of the Reorganized Debtors. Nothing herein or in the Plan shall prejudice the Debtors' or Reorganized Debtors' ability to file a motion to effectuate interim distributions under the Plan. Nothing shall require the Debtors or Reorganized Debtors, as applicable, to reserve Cash or New Common Stock in the manner described herein or in the Plan to the extent a subsequent Order of the Court orders otherwise.

17. Cancellation of Liens. Except with respect to Class 2 Claims, upon the treatment or other satisfaction of any Secured Claims in accordance with the Plan, the Liens securing such Secured Claim shall be deemed released, terminated or extinguished, in each case, in accordance with the Plan (including, without limitation, section 12.3(c) of the Plan) and without further notice or order of the Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Person.

18. Survival of Corporate Indemnities. Subject to Section 12.4 of the Plan, all claims for indemnification described in Section 12.4 of the Plan shall (a) survive confirmation of the Plan and the Effective Date unaffected, and (b) become obligations of the Reorganized Debtors.

19. Exemptions from Securities Laws. The issuance of New Common Stock and New Preferred Stock pursuant to the Plan (including the Rights Offering Stock and the New Common Stock issued under the Management Equity Plan) shall be exempt from any securities laws registration requirements to the fullest extent permitted by section 1145 of the Bankruptcy Code.

20. Exemption from Certain Transfer Taxes. To the fullest extent permitted by applicable law, all sale transactions consummated by the Debtors and approved by the Bankruptcy Court on and after the Confirmation Date through and including the Effective Date, including any transfers effectuated under the Plan, the sale by the Debtors of any owned property pursuant to section 363(b) or 1123(b)(4) of the Bankruptcy Code, any assumption, assignment, and/or sale by the Debtors of their interests in unexpired leases of non-residential real property or executory contracts pursuant to section 365(a) of the Bankruptcy Code, and the creation, modification, consolidation or recording of any mortgage or security interest pursuant to the terms of the Plan, the Amended and Restated Secured Credit Agreement, the Backstop Term Loan, the Exit LC Facility or ancillary documents, shall constitute a "transfer under a plan" within the purview of section 1146 of the Bankruptcy Code, and shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

21. Assumption and Assignment and Rejection of Contracts and Leases. As set forth in Article X of the Plan, as of and subject to the occurrence of the Effective Date and the payment of the applicable Cure Amount, all executory contracts and unexpired leases to

which any Debtor is a party shall be deemed assumed, except for any executory contracts or unexpired leases that: (a) previously have been assumed or rejected pursuant to a Final Order of the Court; (b) are designated specifically as an executory contract or unexpired lease to be rejected on the Schedule of Rejected Contracts and Leases; or (c) are the subject of a separate motion to assume or reject under section 365 of the Bankruptcy Code pending on the Effective Date. As of and subject to the occurrence of the Effective Date, all contracts identified on the Schedule of Rejected Contracts and Leases shall be deemed rejected. Subject to the occurrence of the Effective Date, entry of this Order by the Court shall constitute approval of such assumptions and rejections pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each executory contract and unexpired lease assumed pursuant to the Plan shall revest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as modified by the provisions of the Plan, or any order of the Bankruptcy Court authorizing and providing for its assumption or applicable federal law. Notwithstanding anything herein or in the Plan to the contrary, insurance policies of the Debtors shall not be deemed to be executory contracts and, except as expressly provided in Section 10.6 of the Plan, such policies of insurance shall not be deemed assumed by the Reorganized Debtors. The inclusion of any agreement in the Schedule of Assumed Executory Contracts and Unexpired Leases or in the Schedule of Rejected Contracts and Leases shall not constitute or be deemed to be a determination or admission by the Debtors that such agreement is, in fact, an executory contract or unexpired lease within the meaning of section 365 of the Bankruptcy Code (all rights with respect thereto being expressly reserved). In addition, notwithstanding anything to the contrary herein or in the Plan, no engagement letter or other agreement related to the provision of legal, financial, consulting, accounting or other professional services to the Debtors prior to the Commencement Date, to the extent any of the foregoing constitute executory contracts, shall be

deemed assumed by the Reorganized Debtors. In the event that no Cure Objection is timely filed with respect to an Assumed Executory Contract or Unexpired Lease to be assumed under the Plan, the counterparty to such Assumed Executory Contract or Unexpired Lease shall be deemed to have consented to the assumption of such executory contract or unexpired lease and the Cure Amount proposed by the Debtors and shall be forever enjoined and barred from seeking any additional amount(s) on account of the Debtors' cure obligations under section 365 of the Bankruptcy Code or otherwise from the Debtors, their Estates or the Reorganized Debtors; provided, however, that the counterparty to such executory contract or unexpired lease may seek additional amount(s) on account of any defaults occurring between the filing of the Cure Notice and the occurrence of the Effective Date of the Plan.

22. Conditions to Effective Date. The Plan shall not become effective unless the conditions set forth in Section 11.2 of the Plan have been satisfied or waived pursuant to Section 11.3 of the Plan.

23. Administrative Expense Claims. The holder of an Administrative Expense Claim, other than the holder of:

a. a Fee Claim;

b. an Administrative Expense Claim arising under the DIP Order;

c. an Administrative Expense Claim that has been Allowed on or before the Effective Date;

d. a trade claim for an expense or liability incurred and payable in the ordinary course of business by a Debtor after the Commencement Date;

e. an Administrative Expense Claim on account of fees and expenses incurred on or after the Commencement Date by ordinary course professionals retained by the Debtors pursuant to an order of the Bankruptcy Court;

f. an Administrative Expense Claim held by a current officer, director or employee of the Debtors for indemnification, contribution, or advancement of expenses pursuant to (A) any Debtor's certificate of incorporation, by-laws, or similar organizational document or (B) any indemnification or contribution agreement approved by the Bankruptcy Court; provided, however, that nothing set forth herein shall be deemed to elevate any indemnification claims for prepetition acts or omissions to Administrative Claim status;

g. an Administrative Expense Claim arising, in the ordinary course of business, out of the employment by one or more Debtors of an individual from and after the Commencement Date, but only to the extent that such Administrative Expense Claim is solely for outstanding wages, commissions, accrued benefits, or reimbursement of business expenses;

h. a Notes Trustee Fee Claim;

i. a Committee Member Expense Claim; and

j. a claim for U.S. Trustee Fees,

must file with the Court and serve on the Debtors or the Reorganized Debtors, as applicable, the Claims Agent, the Creditors' Committee or the Creditor Representative, as applicable, and the Office of the United States Trustee, proof of such Administrative Expense Claim **within thirty (30) days after the Effective Date** (the "**Administrative Claims Bar Date**"). Such proof of Administrative Expense Claim must include at a minimum (i) the name of each Debtor that is purported to be liable for the Administrative Expense Claim, (ii) the name of the holder of the Administrative Expense Claim, (iii) the amount of the Administrative Expense Claim, (iv) the basis of the Administrative Expense Claim, and (v) supporting documentation for the Administrative Expense Claim. Failure to file and serve such proof of Administrative Expense Claim timely and properly shall result in the Administrative Expense Claim being forever barred and discharged in these Reorganization Cases. The notice of confirmation of the Plan to be delivered pursuant to Bankruptcy Rules 3020(c) and 2002(f) will set forth the

Administrative Claims Bar Date and constitute good and sufficient notice of the Administrative Claims Bar Date.

24. Fee Claims. Any Professional Person seeking allowance by the Court of a Fee Claim shall file and serve its respective final application for allowance of compensation for services rendered and reimbursement of expenses incurred prior to the Effective Date no later than thirty (30) days after the Effective Date on the following parties: (i) the Debtors, Rural/Metro Corporation, 9221 E. Via de Ventura, Scottsdale, AZ 85258 (Attn: Scott Bartos); (ii) co-counsel to the Debtors: (a) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, NY 10019-6099 (Attn: Rachel C. Strickland, Esq. and Daniel I. Forman, Esq.), and (b) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801 (Attn: Edmon L. Morton, Esq. and Maris J. Kandestin, Esq.); (iii) the Office of the United States Trustee, 844 King St., Suite 2207, Wilmington, DE 19801 (Attn: Mark Kenney, Esq.); (iv) counsel to the Consenting Noteholders, Latham & Watkins LLP, Sears Tower, Suite 5800, 233 S. Wacker Drive, Chicago, IL 60606 (Attn: David Heller, Esq. and Josef Athanas, Esq.); (v) counsel to the Consenting Lenders, Gibson Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166 (Attn: David M. Feldman, Esq. and Matthew Kelsey, Esq.); and (vi) counsel to the Creditors' Committee, Brown Rudnick LLP, One Financial Center, Boston, MA 02111 (Attn: Steven D. Pohl, Esq.) (each a "**Notice Party**" and collectively, the "**Notice Parties**"). Failure to file and serve such Fee Claim timely and properly shall result in the Fee Claim being forever barred and discharged in these Reorganization Cases. The final fee applications shall comply with the Bankruptcy Code, the Bankruptcy Rules, applicable Third Circuit law and the Local Rules of the Court. Objections to Fee Claims, if any, must be filed and served on the Notice Parties no later than fifty-one (51) days after the Effective Date or such other date as established by the Court. A Fee Claim shall be Allowed to the extent provided by a

Final Order of the Bankruptcy Court. A Fee Claim in respect of which a final fee application has been properly filed and served pursuant to this paragraph 22 shall be payable in Cash from the funds held in the Fee Claim Reserve Account by the Reorganized Debtors to the extent approved by a Final Order of the Bankruptcy Court and the holder of such Allowed Fee Claim shall receive such payment on or before the second Business Day after such Fee Claim becomes an Allowed Fee Claim. On or prior to the Effective Date, each holder of a Fee Claim shall submit to the Debtors, the Consenting Lenders, the Consenting Noteholders and the Creditors' Committee reasonable estimates of any Fee Claims that may accrue prior to the Effective Date that have not been included in a monthly fee statement or interim fee application submitted by such Professional Person. If a holder of a Fee Claim does not provide a reasonable estimate, the Debtors may estimate the Fee Claims of such Professional Person that may accrue prior to the Effective Date that have not been included in a monthly fee statement or interim fee application. The aggregate amount of Fee Claims of Professional Persons (i) incurred but unpaid through the Effective Date that have been included in a prior monthly fee statement or interim fee application and (ii) that may accrue prior to the Effective Date that have not been included in a monthly fee statement or interim fee application as estimated in accordance with this paragraph 22, shall comprise the Fee Claim Reserve Amount. On the Effective Date, the Debtors shall establish and fund the Fee Claim Reserve Account with Cash equal to the aggregate Fee Claim Reserve Amount. For the avoidance of doubt, the Fee Claim Reserve Account shall be a segregated account, for the benefit of holders of Allowed Fee Claims, and shall be free and clear of all Claims and Interests including any and all liens, claims, pledges, charges, or encumbrances, including any liens securing the exit facilities, and not subject in any way to attachment, seizure or setoff. To the extent and at such time as all Allowed Fee Claims have been paid in full, any funds remaining in the Fee Claim Reserve Account shall become the sole and exclusive property

of the Reorganized Debtors. Notwithstanding anything herein to the contrary, the Fee Auditor shall continue to perform the duties set forth in the Fee Auditor Order until all final fee applications have been approved or denied by the Bankruptcy Court. Following the Effective Date, the Reorganized Debtors shall pay in cash, within thirty (30) days of receipt of an invoice from the Fee Auditor, all actual, reasonable fees and expenses of the Fee Auditor that are incurred after the Effective Date, without the need for any further authorization from the Bankruptcy Court. In the event that the Reorganized Debtors object to payment of such invoice from the Fee Auditor for post-Effective Date fees and expenses, in whole or in part, and the parties cannot resolve such objection after good faith negotiation, the Bankruptcy Court shall retain jurisdiction to make a determination as to the extent to which the invoice shall be paid by the Reorganized Debtors.

25. DIP Claims. The DIP Claims shall be satisfied in full, on the Effective Date, by the termination of all commitments under the DIP Credit Agreement and indefeasible payment in full in Cash of all outstanding obligations thereunder. Until so satisfied in full, the DIP Agent and DIP Lenders shall retain all rights, Claims and Liens available pursuant to the DIP Credit Agreement and the DIP Order.

26. Distribution Record Date. The record date for determining the holders of Claims or Interests entitled to receive distributions under the Plan shall be the Confirmation Date. Except as otherwise provided by a Final Order of this Court, the transferees of Claims or Interests that are transferred pursuant to Bankruptcy Rule 3001 on or prior to the Confirmation Date will be treated as the holders of those Claims or Interests for all purposes, notwithstanding that any period provided by Bankruptcy Rule 3001 for objecting to such transfer may not have expired as of the Confirmation Date. The Reorganized Debtors shall have no obligation to recognize any transfer of any Claim or Interest occurring after the Confirmation Date.

27. Compliance With Tax Requirements. In connection with and subject to the Plan and the Plan Documents and all instruments issued in connection therewith and distributions thereon, the Reorganized Debtors shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority and all distributions under the Plan shall be subject to any such withholding and reporting requirements.

28. Setoffs and Recoupments. Each Reorganized Debtor, or such entity's designee as instructed by such Reorganized Debtor, after consultation with the Creditor Representative, may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off and/or recoup against any Allowed Claim, and the Plan Distributions to be made pursuant to the Plan on account of such Allowed Claim, any and all claims, rights and causes of action that a Reorganized Debtor or its successors may hold against and have been asserted in writing against the holder of such Allowed Claim after the Effective Date, provided that any setoff or recoupment against Plan Distributions must be asserted in writing by the Reorganized Debtors prior to the date such Plan Distributions become payable pursuant to the terms of the Plan. In the absence of a written objection by such holder of an Allowed Claim within fifteen (15) days of the delivery of such a writing from a Reorganized Debtor or its successors, it shall be conclusively presumed that the requirements for disallowance of a Claim under section 502(d) of the Bankruptcy Code or setoff or recoupment under applicable law have been satisfied. If the holder of such Allowed Claim timely responds to the Reorganized Debtors' written assertion that setoff or recoupment against such holder is not appropriate, the party asserting such right must seek an order of the Bankruptcy Court allowing such setoff or recoupment; provided, however, that neither the failure to effect a setoff or recoupment nor the allowance of any Claim hereunder will constitute a waiver or release by a Reorganized Debtor or

its successor of any and all claims, rights, defenses and causes of action that a Reorganized Debtor or its successor may possess against such holder.

29. Stay of Confirmation Order Waived. Notwithstanding the provisions of Federal Rule of Civil Procedure 62, as applicable pursuant to Bankruptcy Rule 7062, and Bankruptcy Rule 3020(e), this Order shall be effective and enforceable immediately upon entry, subject to paragraph 52 of this Order, and the Debtors are authorized to consummate the Plan immediately upon entry of this Order in accordance with the terms and conditions contained therein.

30. Binding Effect of Prior Orders. Pursuant to section 1141 of the Bankruptcy Code, effective as of and subject to the occurrence of the Effective Date, and subject to the terms of the Plan and this Order, all prior orders entered in the Reorganization Cases, all documents and agreements executed by the Debtors as authorized and directed thereunder, and all motions or requests for relief by the Debtors pending before the Court as of the Effective Date shall be binding upon and shall inure to the benefit of the Debtors, the Reorganized Debtors and their respective successors and assigns.

31. Effectiveness of Plan. The failure to reference or discuss any particular provision of the Plan in this Order shall have no effect on the validity, binding effect, and enforceability of such provision, and such provision shall have the same validity, binding effect, and enforceability as every other provision of the Plan.

32. Conflicts Between Order and Plan. The provisions of the Plan and this Order shall be construed in a manner consistent with each other so as to effect the purpose of each; provided, however, that if there is determined to be any inconsistency between any Plan provision and any provision in this Order that cannot be so reconciled, then solely to the extent of such inconsistency, the provisions of this Order shall govern.

33. Substantial Consummation. The Plan shall be deemed to be substantially consummated on the Effective Date.

34. Record Closed. The record of the Confirmation Hearing is closed.

35. Postconfirmation Amendment Not Requiring Resolicitation. After the entry of this Order, the Debtors may modify the Plan, subject to the reasonable consent of the Required Consenting Lenders, the Required Consenting Noteholders and (solely with respect to the Committee Plan Issues) the Creditors' Committee (which consents shall not be unreasonably withheld or delayed), and subject to section 1127 of the Bankruptcy Code, to remedy any defect or omission or to reconcile any inconsistencies in the Plan or in this Order, as may be necessary to carry out the purposes and effects of the Plan; provided that the Debtors obtain approval of the Bankruptcy Court for such modification, after notice and a hearing. Any waiver under Section 11.3 of the Plan shall not be considered to be a modification of the Plan.

36. Postconfirmation/Preconsummation Amendment Requiring Resolicitation. After the entry of this Order and before substantial consummation of the Plan, the Debtors may modify the Plan, subject to the reasonable consent of the Required Consenting Lenders, the Required Consenting Noteholders and (solely with respect to the Committee Plan Issues) the Creditors' Committee (which consents shall not be unreasonably withheld or delayed), and subject to section 1127 of the Bankruptcy Code, in a way that materially and adversely affects the interests, rights, treatment, or Plan Distributions of a Class of Claims or Interests; provided that: (i) the Plan, as modified, meets applicable Bankruptcy Code requirements; (ii) the Debtors obtain Bankruptcy Court approval for such modification, after notice and a hearing; (iii) such modification is accepted by the holders of at least two-thirds in amount, and more than one-half in number, of Allowed Claims or Interests voting in each Class affected by such modification;

and (iv) the Debtors comply with section 1125 of the Bankruptcy Code with respect to the Plan as modified.

37. Confirmation Notice. Pursuant to Bankruptcy Rule 2002(f)(7) and 3020(c), the Reorganized Debtors are hereby directed to serve a notice of the entry of this Order, the occurrence of the Effective Date, and the Administrative Claims Bar Date, substantially in the form of Exhibit 2 attached hereto (the "**Confirmation Notice**"), on all parties that received notice of the Confirmation Hearing and all parties who have entered their appearance in these Reorganization Cases and requested notice pursuant to Bankruptcy Rule 2002, no later than five (5) Business Days after the Effective Date; provided, however, that the Reorganized Debtors shall be obligated to serve the Confirmation Notice only on the record holders of Claims or Interests as of the date of this Order to the extent known. The Reorganized Debtors shall publish the Confirmation Notice once in the national edition of either the *New York Times* or *USA Today* no later than fifteen (15) Business Days after the Effective Date. As soon as reasonably practicable after the entry of this Order, the Debtors shall also make copies of this Order and the Confirmation Notice available on their reorganization website at www.donlinrecano.com/rmc.

38. Payment of Statutory Fees. After the Effective Date, all fees payable pursuant to 28 U.S.C. § 1930 shall be paid by the Reorganized Debtors when due pursuant to 28 U.S.C. § 1930 until the entry of a final decree or conversion or dismissal of the Reorganization Cases. Any deadline for filing Administrative Expense Claims shall not apply to fees payable pursuant to 28 U.S.C. § 1930.

39. Operation Post-Effective Date. As of the Effective Date, the Reorganized Debtors may operate each of their respective businesses and use, acquire, and settle and compromise claims or interests without supervision of the Bankruptcy Court, free of any

restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and this Order.

40. Workers' Compensation. Notwithstanding anything to the contrary herein, as of the Effective Date, the Reorganized Debtors shall continue to honor in the ordinary course of business the Debtors' and the Reorganized Debtors' obligations under the terms and conditions of (1) all applicable workers' compensation laws in states in which the Debtors operated and in which the Reorganized Debtors operate and (2) the Debtors' and the Reorganized Debtors' written contracts, agreements, policies, programs and plans for workers' compensation and workers' compensation insurance, including but not limited to those approved pursuant to the Bankruptcy Court's Order: (I) Authorizing Debtors to Pay (A) Prepetition Employee Wages, Salaries and Other Compensation, (B) Prepetition Employee Business Expenses, and (C) Other Miscellaneous Employee Expenses and Employee Benefits; and (II) Granting Related Relief [Docket No. 55]. All valid workers' compensation claims covered by such workers' compensation policies shall continue to be processed in the ordinary course of business, regardless of whether such claims arose prior to or after the Petition Date.

41. Medicare Executory Contracts. Each of the Debtors shall assume and cure the defaults on each of its Medicare executory contracts ("**Assumed Medicare Executory Contracts**"), as of the Effective Date. Such Assumed Medicare Executory Contracts shall include each of the Debtors' enrollment agreements and, as applicable, each of the Debtors' participating supplier agreements. Notwithstanding anything to the contrary in the Plan or in this Order, "cure," for purposes of the assumption by each of the Debtors of the Assumed Medicare Executory Contracts, shall consist of the agreement by each of the Debtors to continue its participation in the Medicare program in the ordinary course of business, and to be governed by, and subject to, the terms and conditions of the Assumed Medicare Executory Contracts and the

incorporated Medicare statutes, regulations, policies and procedures and, subject to the Reorganized Debtors' rights and defenses, which are expressly preserved, to remain liable for any debt to Centers for Medicare and Medicaid Services ("CMS"). Nothing in the Plan or Confirmation Order shall affect any recoupment rights of CMS or its contractors nor any rights of the Reorganized Debtors to oppose the assertion of any such recoupment rights under applicable non-bankruptcy law. In addition, nothing in the Plan or this Order shall release (or operate to enjoin) any claim of the United States, on behalf of CMS, against any of the Debtors or against any non-debtor. For the Avoidance of doubt, the rights of the Reorganized Debtors to contest the assertion of any overpayments or other amounts owed under the Assumed Medicare Executory Contracts (whether to Medicare, Medicaid, CMS or otherwise) are expressly preserved.

42. Reserves. With respect to establishing reserves solely for the Claims of (i) the United Emergency Medical Professionals of Arizona, International Association of Fire Fighters Local I-60, and (ii) RBC Capital Markets, LLC: notwithstanding anything in section 9.2(b) of the Plan to the contrary, the Reorganized Debtors shall set aside and reserve, for the benefit of each such holder of a Disputed Claim, Cash or New Common Stock in an amount equal to the Plan Distribution to which the holder of such Disputed Claim would be entitled if such Disputed Claim were an Allowed Claim in an amount equal to, the greater of:

a. if an Estimation Order has been entered, the amount of such Claim as estimated by the Bankruptcy Court pursuant to such Estimation Order, provided that no party shall seek entry of any Estimation Order on shortened notice;

b. if no Estimation Order has been entered with respect to such Claim, the amount in which such Disputed Claim is proposed to be allowed in any pending Claims objection (subject to the right of the holder of such Disputed Claim to dispute such amount within 21 days of the filing of the Claims objection (a "**Reserve Dispute**"), and, in the event of a Reserve Dispute, the parties to the

Reserve Dispute may consensually agree on an appropriate reserve and, in the absence of such agreement, (y) the Bankruptcy Court shall determine the appropriate reserve at a hearing to be scheduled on a date that is mutually agreeable to the parties to the Reserve Dispute subject to the Bankruptcy Court's availability, and (z) until the Bankruptcy Court determines the appropriate reserve pursuant to subsection (y), the reserved amounts for such Disputed Claim will be governed by subsection (c) below). The Reorganized Debtors may not reduce a reserve amount to the amount proposed in a Claims objection until after the occurrence of one of the following: (I) the passage of 21 days following a Claims objection; (II) the parties entering an agreement resolving the Reserve Dispute; or (III) pursuant to Court order; or

c. if neither subsection (a) nor subsection (b) governs, (I) the amount listed in the Debtors' schedules of assets and liabilities filed in the Reorganization Cases or (II) if a timely filed proof of claim or application for payment has been filed with the Bankruptcy Court or Claims Agent, as applicable, the amount set forth in such timely filed proof of claim or application for payment. For the avoidance of doubt, if a Disputed Claim subject to this paragraph is unliquidated and contingent as of the Effective Date, or the relevant timely filed proof of claim or application for payment indicates that the amount of the Claim is "unknown" (or similar), and, in either case, the reserve amount has not been determined pursuant to either subsection (a) or subsection (b) above, the Reorganized Debtors shall set aside and reserve, for the benefit of the holder of such Disputed Claim, an amount mutually agreed between the Reorganized Debtors and the holder of such Disputed Claim, with the consent of the Creditor Representative.

43. [RESERVED]

44. Business Causes of Action. Notwithstanding anything to the contrary in the Plan, "**Business Causes of Action**" means any and all of the Debtors' or their Estates' Causes of Action (other than Avoidance Actions) arising in the ordinary course of business or relating to any contract to which any Debtor is a party (against the contract counterparty that is not a Released Debtor Party), including any purchase agreement, acquisition agreement or merger agreement, but in no event shall a Business Cause of Action include any Claim or Cause of Action that is released pursuant to Sections 12.8 or 12.9 of the Plan. For the avoidance of

doubt, (i) "Business Causes of Action" shall exclude (a) any of the Debtors' or their Estates' Causes of Action against Unreleased Debtor Parties relating to the Debtors' acquisitions of Pacific Ambulance, Inc. and Bowers Companies, Inc. or Professional Medical Transport, Inc. and (b) any Estate Accounting-Related Causes of Action; and (ii) no Cause of Action against an Unreleased Debtor Party shall be a "Business Causes of Action" solely because the Cause of Action is brought against an Unreleased Debtor Party who is a contract counterparty of a Debtor.

45. AIG Property Casualty, Inc. Notwithstanding anything contained herein, any rights of AIG Property Casualty, Inc. or its affiliates to subrogation, set off or recoupment are hereby preserved; provided, however, that self-insured retentions and deductibles under any policies with AIG Property Casualty, Inc. or its affiliates shall be treated in accordance with section 7.14 of the Plan; provided, further, that the Debtors and the Reorganized Debtors, as applicable, reserve any and all rights with respect to any setoffs or recoupments asserted by AIG Property Casualty, Inc. or its affiliates.

46. Nelson. Notwithstanding anything to the contrary in the Disclosure Statement, the Plan, the Plan Documents, or the Plan Supplement (including, without limitation, any other provision that purports to be preemptory or supervening or grants an injunction or release): on the Effective Date, the automatic stay of Bankruptcy Code section 362(a) and the discharge and injunctions set forth in Article XII of the Plan, if and to the extent applicable, shall be deemed lifted and modified without further order of this Court, to permit Stephanie Nelson to proceed with the liquidation of her claims in the pending lawsuit against the Debtor and one of its employees, Mr. Ryan Beiner, in the State Court of Dekalb County, Georgia, which is styled as *Stephanie Nelson v. Ryan Beiner and Rural/Metro Corporation*, Civil Action File No. 13A47097-2 (the "Nelson Personal Injury Lawsuit"); provided, however, that nothing herein alters, modifies or otherwise affects sections 7.14 and 10.6 of the Plan. Nothing in this

paragraph prejudices any party's right to contest or oppose the *Motion of Stephanie Nelson for a Determination That Her Informal Proof of Claim Was Timely Filed, or in the Alternative, Extending the Time Within Which She May File a Claim* (Docket No. 753).

47. McCall. Notwithstanding anything to the contrary in the Disclosure Statement, the Plan, the Plan Documents, or the Plan Supplement (including, without limitation, any other provision that purports to be preemptory or supervening or grants an injunction or release): on the Effective Date, the automatic stay of Bankruptcy Code section 362(a) and the discharge and injunctions set forth in Article XII of the Plan, if and to the extent applicable, shall be deemed lifted and modified without further order of this Court, to permit Lisa McCall-Stowers, individually and as guardian of Rhonda McCall, incompetent, and as guardian and next friend of D.M., a minor, Roger W. McCall, Sr., Wilma McCall and Roger W. McCall, Jr. to proceed with the liquidation of their claims in the pending lawsuit against certain Debtors (among others), in the Court of Common Pleas, Cuyahoga County, Ohio, which is styled as *Lisa McCall-Stowers, individually and as guardian of Rhonda McCall, incompetent, and as guardian and next friend of D.M.,2 a minor, Roger W. McCall, Sr., Wilma McCall and Roger W. McCall, Jr. v. University Hospitals Medical Group, Inc., University Hospitals of Cleveland, Tia Melton, M.D., Rural/Metro Corporation d/b/a Rural Metro Ambulance, Rural/Metro of Ohio, Inc. d/b/a Rural Metro Ambulance, Rural/Metro of Northern Ohio, Inc. d/b/a Rural Metro Ambulance, Alan Ward, Kelsey M. Schoonover, John Does #1-5 and ABC Companies #1-5*, CV 12-791690, provided, however, that nothing herein alters, modifies or otherwise affects sections 7.14 and 10.6 of the Plan.

48. Joinder Parties. Notwithstanding anything to the contrary in the Disclosure Statement, the Plan, the Plan Documents, or the Plan Supplement (including, without limitation, any other provision that purports to be preemptory or supervening or grants an

injunction or release): on the Effective Date, the automatic stay of Bankruptcy Code section 362(a) and the discharge and injunctions set forth in Article XII of the Plan, if and to the extent applicable, shall be deemed lifted and modified without further order of this Court, to permit Aaron and Stephanie Miller, individually and on behalf of the estate of A.M., a minor, Hubert Kelso and Sharyel Graul, individually and as personal representative of the estate of Marie E. Kelso, Carol DeWitt and the estate of Richard DeWitt, Ruth Blevins and the estate of Teddy Blevins, and Martha Ann Carey, individually and on behalf of the statutory beneficiaries of David Carey, to commence and/or proceed with the liquidation of their claims in the applicable state court against certain Debtors (among others); provided, however, that nothing herein alters, modifies or otherwise affects sections 7.14 and 10.6 of the Plan.

49. Selling Shareholders. Notwithstanding anything to the contrary contained in the Plan or herein, any and all rights and defenses that Brian Cates (individually and/or in his capacity as Trustee of the Brian H. Cates Trust Dated October 28, 2009) ("**Cates**"), Ray Iskander (individually and/or in his capacity as Trustee of the Iskander Family Trust Dated November 12, 2009) ("**Iskander**") and/or Danny Sleiman ("**Sleiman**," and together with Cates and Iskander, the "**Selling Shareholders**") may have against Rural/Metro of Northern California, Inc. ("**R/M California**") arising under or in connection with the Stock Purchase Agreement, dated as of September 27, 2011 (as amended, the "**SPA**"), including but not limited to any rights of subrogation, indemnification, setoff and/or recoupment, hereby are fully preserved and may be asserted as claims or defenses in any action or proceeding concerning the SPA, provided, however, that nothing contained in this paragraph shall be deemed to elevate any general unsecured claims of the Selling Shareholders arising under the SPA to administrative or priority status under sections 503 or 507 of the Bankruptcy Code. Nothing contained in the Plan or herein shall (a) affect any funds currently held in escrow (the "**Escrowed Funds**") pursuant to

the Indemnification and Escrow Agreement, dated as of December 9, 2011, by and between R/M California, Cates, Iskander and United Bank National Association (the "**Escrow Agreement**"), or (b) modify the rights and obligations of such parties that are contained in the Escrow Agreement. Accordingly, the Escrow Agreement shall continue to remain in full force and effect from and after the Effective Date and shall control any future disposition or release of the Escrowed Funds.

50. Tax Matters. Notwithstanding any provision to the contrary in the Plan, this Order confirming the Plan, and any implementing Plan documents (collectively, the "**Documents**"), nothing shall: (1) affect the ability of the Internal Revenue Service ("**IRS**") or the Pennsylvania Department of Revenue (the "**Pa. Dep. Rev.**") to pursue any non-debtors to the extent allowed by non-bankruptcy law for any liabilities that may be related to any federal tax liabilities or liabilities arising under Pennsylvania tax law owed by the Debtors or the Debtors' Estates; (2) affect the rights of the United States or the Pa. Dep. Rev. to assert setoff and recoupment and such rights are expressly preserved or affect the rights of the Debtors or Reorganized Debtors to object to any such asserted setoff or recoupment; or (3) discharge any claim of the IRS or Pa. Dep. Rev. described in 11 U.S.C. Section 1141(d)(6). The Bankruptcy Court may retain jurisdiction, but not exclusive jurisdiction, over claims and issues of the IRS or Pa. Dep. Rev. arising therefrom to the extent allowed by non-bankruptcy law. Moreover, nothing in the Documents shall: (a) effect a release, discharge or otherwise preclude any claim whatsoever against any Debtors or Reorganized Debtors by or on behalf of the IRS or Pa. Dep. Rev. relating to any liability arising out of any unfiled pre-petition tax return or any pending audit or audit which may be performed with respect to any pre-petition tax return; and (b) nothing shall enjoin the IRS or Pa. Dep. Rev. from amending any claim against any Debtors or Reorganized Debtors with respect to any tax liability arising as a result of the filing of an unfiled

return or a pending audit or audit which may be performed with respect to any pre-petition or administrative tax return. Further, any liability arising as a result of an unfiled return or final resolution of a pending audit or audit which may be performed with respect to any pre-petition tax return shall be paid in accordance with section s 1129(a)(9)(A) and (C) of the Bankruptcy Code. For the avoidance of doubt, the Debtors and Reorganized Debtors reserve all rights and defenses with respect to any and all claims arising out of the aforementioned taxes, irrespective of when the applicable return or returns are filed.

51. Pending DOJ Settlement. Nothing in the Plan or the Confirmation Order will prejudice the Debtors' and United States Department of Justice's pending settlement to resolve the investigation detailed in Civil Investigative Demand #13-001 dated January 16, 2013.

52. Subject to Occurrence of Effective Date. Notwithstanding anything to the contrary, the findings of fact and conclusions of law herein shall be deemed effective as of and are subject to the occurrence of the Effective Date.

53. Retention of Jurisdiction. The businesses and assets of the Debtors shall remain subject to the jurisdiction of this Court until the Effective Date. Notwithstanding the entry of this Order, from and after the Effective Date, the Court shall retain such jurisdiction to the fullest extent permitted by the Bankruptcy Code and other applicable law, including jurisdiction over those matters and issues described in Section 13.1 of the Plan.

Dated: Dec 17, 2013
Wilmington, Delaware

THE HONORABLE KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

PLAN OF REORGANIZATION

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	Chapter 11
Rural/Metro Corporation, et al.,	:	Case No. 13-11952 (KJC)
Debtors.	:	(Jointly Administered)

FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR RURAL/METRO CORPORATION AND ITS AFFILIATED DEBTORS

Dated: October 31, 2013

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INTRODUCTION

Rural/Metro Corporation and the other debtors and debtors-in-possession in the above-captioned cases listed on Exhibit A hereto, propose the following joint plan of reorganization for the resolution of the outstanding Claims[1] against and Interests in the Debtors. Reference is made to the Disclosure Statement for a discussion of the Debtors' history, business, properties and operations, projections for those operations, risk factors, a summary and analysis of this Plan, and certain related matters including, among other things, certain tax matters, and the securities and other consideration to be issued and/or distributed under this Plan. Subject to certain restrictions and requirements set forth in 11 U.S.C. § 1127 and Fed. R. Bankr. P. 3019, the Restructuring Support Agreement, and this Plan, the Debtors reserve the right to alter, amend, modify, revoke or withdraw this Plan prior to its substantial consummation.

Persons entitled to vote on this Plan are encouraged to read the Plan and the Disclosure Statement and their respective exhibits and schedules in their entirety before voting to accept or reject the Plan. No materials other than the Disclosure Statement and the respective schedules and exhibits attached thereto and referenced therein, and approved by the Bankruptcy Court have been authorized by the Bankruptcy Court for use in soliciting acceptances or rejections of the Plan.

ARTICLE I.

DEFINITIONS AND INTERPRETATION

A. *Definitions.*

The following terms shall have the meanings set forth below (such meanings to be equally applicable to both the singular and plural):

1.1. ***ACE Companies*** means, collectively, ACE American Insurance Company, Indemnity Insurance Company of North America, Illinois Union Insurance Company and Westchester Surplus Lines Insurance Company, and ESIS, Inc. and each of their respective affiliates.

1.2. ***ACE Insurance Program*** means all insurance policies and all agreements, documents or instruments relating thereto including, without limitation, any and all letters of credit and other collateral and security and claims servicing agreements, that have been issued or entered into by the ACE Companies (or any of them) to or with one or more of the Debtors and their respective predecessors and/or affiliates.

1.3. ***Administrative Agents*** means the Secured Credit Agreement Administrative Agent and the DIP Agent.

1.4. ***Administrative Expense Claim*** means any right to payment constituting a cost or expense of administration of the Reorganization Cases of the kind specified in section 503(b) of

[1] All capitalized terms used but not defined herein shall have the meanings set forth in Article I herein.

the Bankruptcy Code and entitled to priority pursuant to section 507(a)(2), 507(b) or 1114(e)(2) of the Bankruptcy Code (other than a Fee Claim) for the period from the Commencement Date to the Effective Date, including any actual and necessary costs and expenses of preserving the Estates, any actual and necessary costs and expenses of operating the Debtors' business, and any indebtedness or obligations incurred or assumed by the Debtors during the Reorganization Cases.

1.5. ***Allowed*** means, with reference to any Claim: (a) any Claim against any of the Debtors that has been listed by the Debtors on their schedules of assets and liabilities filed in the Reorganization Cases, as such schedules may be amended from time to time in accordance with Bankruptcy Rule 1009, as liquidated in amount and not disputed or contingent, and with respect to which no proof of claim has been filed; (b) any Claim that is not Disputed by the Claims Objection Deadline or other applicable deadline established in the Plan; (c) any Claim specifically Allowed pursuant to the terms of the Plan; (d) any Claim settled, compromised or otherwise deemed allowed by the Reorganized Debtors, in consultation with the Creditor Representative, in accordance with Article IX of this Plan; or (e) any Claim which, if Disputed, (i) has been determined by a Final Order of a court of competent jurisdiction, or (ii) has been allowed by Final Order of the Bankruptcy Court; provided, however, that any Claims allowed solely for the purpose of voting to accept or reject the Plan pursuant to an order of the Bankruptcy Court shall not be considered "Allowed Claims" hereunder.

1.6. ***Amended and Restated Secured Credit Agreement*** means the amended and restated Secured Credit Agreement, which will be annexed hereto as Exhibit B and filed as part of the Plan Supplement.

1.7. ***Amended By-laws*** means the amended by-laws for Reorganized RMC, which will be annexed hereto as Exhibit C and filed as part of the Plan Supplement.

1.8. ***Amended Certificate*** means the amended and restated certificate of incorporation for Reorganized RMC, which will be annexed hereto as Exhibit D and filed as part of the Plan Supplement.

1.9. ***Assumed Executory Contracts and Unexpired Leases*** means those contracts and leases listed on Schedule 10.3, which shall be filed by the Debtors at least twenty (20) days prior to the commencement of the Confirmation Hearing, as such schedule may be amended from time to time on or before the Confirmation Date.

1.10. ***Avoidance Actions*** means any and all avoidance, recovery and other actions under sections 502(d), 510, 542, 543, 544, 545, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code of the Debtors or their Estates; for the avoidance of doubt, Preference Actions are included within Avoidance Actions.

1.11. ***Backstop Term Loan*** means the "Backstop Term Loan" under the Amended and Restated Secured Credit Agreement to be used solely for the purpose of collateralizing the letters of credit issued under the Exit LC Facility and/or reimbursing draws made on any outstanding prepetition letters of credit made following the Commencement Date.

1.12. ***Ballot*** means the form distributed to holders of impaired Claims entitled to vote on the Plan on which is to be indicated the acceptance or rejection of the Plan.

1.13. ***Bankruptcy Code*** means title 11 of the United States Code, as amended from time to time, as applicable to the Reorganization Cases.

1.14. ***Bankruptcy Court*** means the United States Bankruptcy Court for the District of Delaware, or any other court exercising competent jurisdiction over the Reorganization Cases or any proceeding therein.

1.15. ***Bankruptcy Rules*** means the Federal Rules of Bankruptcy Procedure, as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as amended from time to time, applicable to the Reorganization Cases, and any Local Rules of the Bankruptcy Court.

1.16. ***Bar Date*** means any deadline for filing proofs of Claim, as established by an order of the Bankruptcy Court or the Plan, as applicable.

1.17. ***Business Causes of Action*** means any and all of the Debtors' or their Estates' Causes of Action (other than Avoidance Actions) arising in the ordinary course of business or relating to any contract to which any Debtor is a party (against the contract counterparty that is not a Released Debtor Party), including any purchase agreement, acquisition agreement or merger agreement, but in no event shall a Business Cause of Action include any Claim or Cause of Action that is released pursuant to Sections 12.8 or 12.9 of the Plan. For the avoidance of doubt, Estate Accounting-Related Causes of Action and Litigation Trust Claims are excluded from Business Causes of Action.

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

1.19. ***Cash*** means the legal currency of the United States and equivalents thereof.

1.20. ***Causes of Action*** means any claims, causes of action, demands, rights, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, and franchises of any kind or character whatsoever, known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, in contract or in tort, in law or in equity, or pursuant to any other theory of law. Without limiting the foregoing, Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims on contracts or for breaches of duties imposed by law; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to sections 362, 502(d), 510, 542, 543, 544 through 550, or 553 of the Bankruptcy Code (including Avoidance Actions); and (d) such claims and defenses as fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code.

1.21. ***Claim*** means a claim against a Debtor, whether or not asserted, known or unknown, as such term is defined in section 101(5) of the Bankruptcy Code, including: (a) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

1.22. ***Claims Agent*** means Donlin, Recano & Company, Inc., or any other entity approved by the Bankruptcy Court to act as the Debtors' claims and noticing agent pursuant to 28 U.S.C. §156(c).

1.23. ***Claims Objection Deadline*** means the first Business Day that is sixty (60) days after the Effective Date, or such other later date the Bankruptcy Court may establish upon a motion by the Reorganized Debtors, after consultation with the Creditor Representative, which motion may be filed before or on such deadline and may be approved without a hearing and without notice to any Person.

1.24. ***Class*** means a category of Claims or Interests pursuant to section 1123(a)(1) of the Bankruptcy Code, and as set forth in Article IV of this Plan.

1.25. ***Collateral*** means any property or interest in property of the Debtors subject to a valid and unavoidable Lien to secure the payment or performance of a Claim.

1.26. ***Commencement Date*** means August 4, 2013.

1.27. ***Committee Member Expense Claims*** means the Claims for reasonable, actual attorneys' fees and expenses incurred by Henry Schein, Inc.'s outside counsel (in connection with these Reorganization Cases) from the Commencement Date through the Effective Date not to exceed $100,000, plus the Creditors' Committee's members' (other than the Notes Trustee's) own reasonable, actual fees and expenses incurred from the Commencement Date through the Effective Date (excluding fees and expenses of counsel and other advisors).

1.28. ***Committee Plan Issues*** means those issues that (i) disproportionately impact the treatment, rights of, or distributions to (including the timing or amount thereof), Noteholders who are not Consenting Noteholders relative to the treatment of the Consenting Noteholders; (ii) impact the treatment, rights of, or distributions to (including the timing or amount thereof), Other Unsecured Claims, or affect provisions of the Plan addressing matters relevant to holders of Other Unsecured Claims, including, without limitation, with respect to Other Unsecured Cash, the Litigation Trust, the Litigation Trust Agreement, the Litigation Trust Assets, the Litigation Trust Beneficiaries, the Litigation Trust Claims, the Litigation Trust Interests, the Litigation Trustee, the Cooperation Agreement, the Estate Accounting-Related Causes of Action, the Claims resolution process, Debtor Indemnification Claims, the Creditor Representative, the Creditor Representative Assets, the Creditor Representative Fund and the Creditor Representative Plan Supplement); or (iii) impact provisions of the Plan with respect to matters affecting the Creditors' Committee or its members (solely in their capacity as members of the Creditors' Committee but not in their capacity as individual creditors), including, as to the Creditors' Committee and its members, their current affiliates, successors, assigns, subsidiaries, officers, directors, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, equity holders, partners and other professionals, including, without limitation, with respect to Committee Member Expense Claims, any exculpations, releases or injunctions, Fee Claims, the Fee Claim Reserve Account, the Fee Claim Reserve Amount, and Potential Action Notices.

1.29. ***Confirmation Date*** means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket.

1.30. ***Confirmation Hearing*** means a hearing to be held by the Bankruptcy Court regarding confirmation of this Plan, as such hearing may be adjourned or continued from time to time.

1.31. ***Confirmation Order*** means the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code.

1.32. ***Consenting Lenders*** means, as of the relevant time, those holders of Secured Lender Claims that are party to the Restructuring Support Agreement.

1.33. ***Consenting Noteholders*** means, as of the relevant time, those holders of Noteholder Claims that are party to the Restructuring Support Agreement.

1.34. ***Converted Term Loan Obligations*** means those certain obligations of the Reorganized Debtors with respect to the Converted Term Loans under the Amended and Restated Secured Credit Agreement.

1.35. ***Converted Term Loans*** means those certain "Converted Term Loans" as defined in the Amended and Restated Secured Credit Agreement.

1.36. ***Cooperation Agreement*** means the agreement for purposes of cooperation and information-sharing between the Reorganized Debtors and the Litigation Trust, in form and substance reasonably satisfactory to the Debtors and the Creditors' Committee, which will be annexed hereto as Exhibit O and filed as part of the Plan Supplement.

1.37. ***Creditors' Committee*** means the statutory committee of unsecured creditors appointed by the U.S. Trustee in the Reorganization Cases pursuant to section 1102 of the Bankruptcy Code on August 14, 2013, as entered on the Bankruptcy Court's docket on August 15, 2013, as the same may be reconstituted from time to time.

1.38. ***Creditor Representative*** means the Person appointed by the Creditors' Committee, which appointment shall be reasonably acceptable to the Debtors and the Required Consenting Noteholders (which consent shall not be unreasonably withheld or delayed) who, among other things, will oversee the Claims resolution process in accordance with Article IX of this Plan and the Creditor Representative Assets. It is contemplated that Henry Schein, Inc. (or its designee) shall have a prominent role with respect to Claims resolution matters (this is not intended to be to the exclusion of the two other Persons comprising the Creditor Representative). The Creditor Representative may be the same individual as the Litigation Trustee.

1.39. ***Creditor Representative Assets*** means $250,000, which will 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.

1.40. ***Creditor Representative Fund*** means the fund to be created on the Effective Date in accordance with Section 7.17 of the Plan.

1.41. ***Creditor Representative Plan Supplement*** means the supplement, in form and substance reasonably satisfactory to the Debtors, the Required Consenting Noteholders and the Creditors' Committee, which will be annexed hereto as Exhibit N and filed as part of the Plan Supplement.

1.42. ***Cure Amounts*** means the relevant cure amount listed on Schedule 10.3 for each of the Assumed Executory Contracts and Unexpired Leases.

1.43. ***Cure Dispute*** has the meaning set forth in Section 10.3 of this Plan.

1.44. ***Cure Notice*** has the meaning set forth in Section 10.3 of this Plan.

1.45. ***Cure Objection*** has the meaning set forth in Section 10.3 of this Plan.

1.46. ***Cure Objection Deadline*** has the meaning set forth in Section 10.3 of this Plan.

1.47. ***Cure Schedule*** has the meaning set forth in Section 10.3 of this Plan.

1.48. ***Debtor Indemnification Claim*** has the meaning set forth in Section 12.4 of this Plan.

1.49. ***Debtors*** means Rural/Metro Corporation and each of its affiliated debtors and debtors in possession in the Reorganization Cases listed on Exhibit A hereto.

1.50. ***Depository Trust Company Participants*** means those holders of Allowed Noteholder Claims that are participants with the Depository Trust Company as of the relevant date of distribution of any Plan Consideration to such holders.

1.51. ***DIP Agent*** means Credit Suisse AG, Cayman Islands Branch, in its capacity as administrative agent under the DIP Credit Agreement.

1.52. ***DIP Claim*** means a Claim of a DIP Lender in respect of the obligations of the Debtors arising under the DIP Credit Agreement, including, without limitation, any unpaid principal, interest, fees, costs and expenses.

1.53. ***DIP Credit Agreement*** means the Senior Secured Super Priority Debtor in Possession Credit Agreement dated as of August 4, 2013, among Holdings, Rural/Metro Corporation, the lenders party thereto and the DIP Agent, as may be amended.

1.54. ***DIP Lenders*** means collectively and as of the relevant time, those lenders that are party to the DIP Credit Agreement and the DIP Agent.

1.55. ***DIP Order*** means that certain order or orders of the Bankruptcy Court authorizing and approving the DIP Credit Agreement, and approving the Debtors' use of Cash claimed as Collateral.

1.56. ***Disallowed*** means, with reference to any Claim, a finding of the Bankruptcy Court in a Final Order, or a provision in the Plan, providing that a Claim shall not be Allowed.

1.57. ***Disbursing Agent*** means any entity designated as such by the Plan, the Debtors (with the consent of the Required Consenting Noteholders and the Creditors' Committee, not to be unreasonably withheld, conditioned or delayed) or Reorganized Debtors.

1.58. ***Disclosure Statement*** means the disclosure statement that relates to this Plan, as such disclosure statement may be amended, modified, or supplemented (including all exhibits and schedules annexed thereto or referred to therein).

1.59. ***Disclosure Statement Order*** means that certain Order (A) Approving the Disclosure Statement, (B) Establishing the Voting Record Date, Voting Deadline, and Other Dates, (C) Approving Procedures for Soliciting, Receiving and Tabulating Votes on the Plan and for Filing Objections to the Plan and (D) Approving the Manner and Forms of Notice and Other Related Documents, entered by the Bankruptcy Court on November 5, 2013 [Docket No. 597], as the order may be amended from time to time.

1.60. ***Disputed*** means, with reference to any Claim, any claim that is not Allowed or Disallowed as of the relevant date.

1.61. ***Disputed Claims Reserve*** has the meaning set forth in Section 9.2 of this Plan.

1.62. ***Distribution Address*** means the address set forth in the relevant proof of claim. If no proof of claim is filed in respect to a particular Claim, then the address set forth in the Debtors' books and records or register maintained for registered securities.

1.63. ***Distribution Record Date*** means such date as shall be established by the Bankruptcy Court in the Confirmation Order.

1.64. ***Effective Date*** means the first Business Day on which all conditions to the Effective Date set forth in Section 11.2 of this Plan have been satisfied or waived.

1.65. ***Employment Claim*** has the meaning set forth in Section 8.16 of this Plan.

1.66. ***ERISA*** means the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001-1461, as amended, (2006 & Supp. IV 2011), and the regulations promulgated thereunder.

1.67. ***Estate*** means each estate created in the Reorganization Cases pursuant to section 541 of the Bankruptcy Code.

1.68. ***Estate Accounting-Related Causes of Action*** means any of the Debtors' or their Estates' Causes of Action against Unreleased Debtor Parties relating to accounting/revenue recognition related matters, but in no event shall an Estate Accounting-Related Cause of Action include any Claim or Cause of Action that is released pursuant to Sections 12.8 or 12.9 of the Plan or Causes of Action that may be brought by individual Noteholders, the Notes Trustee,

individual Unsecured Creditors, the Secured Credit Agreement Administrative Agent or individual Secured Lenders on their respective own behalves.

1.69. ***Estimation Order*** means an order or orders of the Bankruptcy Court estimating for voting and/or distribution purposes (under section 502(c) of the Bankruptcy Code) the allowed amount of any Claim. The defined term Estimation Order includes the Confirmation Order if the Confirmation Order grants the same relief that would have been granted in a separate Estimation Order.

1.70. ***Exculpated Parties*** means each of, and solely in its capacity as such, (a) the Debtors and their current officers, Released Directors, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, equity holders, partners and other professionals, (b) the Creditors' Committee and its members (solely in their capacity as members of the Creditors' Committee but not in their capacity as individual creditors), (c) the Administrative Agents, (d) the DIP Lenders, (e) the Secured Lenders, (f) the Consenting Noteholders, (g) the Exit Preferred Holders, (h) the Disbursing Agent, (i) the Notes Trustee, and (j) with respect to each of the foregoing entities in clauses (b) through (i), such entity's current affiliates, successors, assigns, subsidiaries, officers, directors, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, equity holders, partners and other professionals.

1.71. ***Existing Common Stock*** means the common stock of Holdings, including both outstanding and treasury common stock.

1.72. ***Existing Common Stock Interest*** means, either (a) a share of Existing Common Stock, or (b) an Other Existing Interest.

1.73. ***Existing Securities Laws Claim*** means any Claim, whether or not the subject of an existing lawsuit, (a) arising from rescission of a purchase or sale of any securities of any Debtor or an affiliate of any Debtor, (b) for damages arising from the purchase or sale of any such equity security, (c) for violations of the securities laws, misrepresentations, or any similar Claims, including, to the extent related to the foregoing or otherwise subject to subordination under section 510(b) of the Bankruptcy Code, any attorneys' fees, other charges, or costs incurred on account of the foregoing Claims, or (d) except as otherwise provided for in this Plan, including Section 12.4 of this Plan, for reimbursement, contribution, or indemnification allowed under section 502 of the Bankruptcy Code on account of any such Claim, including (i) any prepetition indemnification, reimbursement or contribution obligations of the Debtors, pursuant to the Debtors' corporate charters, by-laws, agreements entered into any time prior to the Commencement Date, or otherwise, and relating to Claims otherwise included in the foregoing clauses (a) through (c), held by any officer or director of the Debtor not holding such position as of the Commencement Date, and (ii) Claims based upon allegations that the Debtors made false and misleading statements or engaged in other deceptive acts in connection with the sale of securities, or otherwise subject to section 510(b) of the Bankruptcy Code.

1.74. ***Existing Term Loan Obligations*** means those certain obligations of the Reorganized Debtors with respect to the Existing Term Loans under the Amended and Restated Secured Credit Agreement.

1.75. ***Existing Term Loans*** means those certain "Existing Term Loans" as defined in the Amended and Restated Secured Credit Agreement.

1.76. ***Exit Issuance Backstop Fee*** means 1% of the amount of the Rights Offering Amount paid in kind in additional shares of New Preferred Stock.

1.77. ***Exit Issuance Deposit*** means the $10,000,000 deposited into an escrow account within five (5) Business Days after the Commencement Date by RM Funding Escrow LLC on behalf of certain of the Consenting Noteholders that are members of RM Funding Escrow LLC.

1.78. ***Exit Issuance Deposit Fee*** means 1% of the amount of the Exit Issuance Deposit paid in kind in additional shares of New Preferred Stock.

1.79. ***Exit LC Facility*** means the letter of credit facility among the Reorganized Debtors and the Secured Credit Agreement Administrative Agent, which will be annexed hereto as Exhibit E and filed as part of the Plan Supplement.

1.80. ***February 3 Indenture*** means that certain Indenture dated as of February 3, 2012 among Rural/Metro Corporation, the Guarantors named (and as defined) on the signature pages thereto and Wells Fargo Bank, National Association as Trustee (as may have been supplemented, amended and/or modified). Wilmington Trust, National Association, has succeeded Wells Fargo Bank, National Association, as Trustee.

1.81. ***Fee Auditor*** means Warren H. Smith & Associates, P.C.

1.82. ***Fee Auditor Order*** means the *Order Appointing Fee Auditor and Establishing Related Procedures Concerning the Payment of Compensation and Reimbursement of Expenses of Professionals and Members of Official Committees and Consideration of Fee Applications* dated August 28, 2013 [Docket No. 193].

1.83. ***Fee Claim*** means a Claim by a Professional Person for compensation, indemnification or reimbursement of expenses pursuant to sections 327, 328, 330, 331, 363, 503(b) or 1103(a) of the Bankruptcy Code in connection with the Reorganization Cases; provided, however, for the avoidance of doubt, the Fee Claims shall not include the claims of the Consenting Lenders Professionals or the Consenting Noteholders Professionals (each as defined in, and which shall be paid in accordance with, the Restructuring Support Agreement and the DIP Order, as applicable).

1.84. ***Fee Claim Reserve Account*** means the Cash reserve equal to the Fee Claim Reserve Amount established and maintained by the Debtors or the Reorganized Debtors in an account to pay any unpaid Allowed Fee Claims after the Effective Date.

1.85. ***Fee Claim Reserve Amount*** means the amount of (i) the aggregate Fee Claims incurred but unpaid through the Effective Date that have been included in a monthly fee statement or interim fee application submitted by a Professional Person and (ii) the aggregate Fee Claims that may accrue prior to the Effective Date that have not been included in a monthly fee statement or interim fee application submitted by a Professional Person as estimated in accordance with Section 3.3 of this Plan.

1.86. ***Final Order*** means an order or judgment of the Bankruptcy Court (or any other court of competent jurisdiction) entered by the Clerk of the Bankruptcy Court (or such other court) on the docket in the Reorganization Cases (or the docket of such other court), which has not been modified, amended, reversed, vacated or stayed and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, stay, reargument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, stay, reargument or rehearing shall then be pending or (b) if an appeal, writ of certiorari, new trial, stay, reargument or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, stay, reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, stay, reargument or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure or any analogous rules under the Federal Rules of Appellate Procedure; provided, however, that the possibility that a motion under Rule 50 or 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed relating to such order or judgment, shall not cause an order or judgment not to be a Final Order.

1.87. ***Holdings*** means WP Rocket Holdings Inc.

1.88. ***Indentures*** means the June 30 Indenture and the February 3 Indenture.

1.89. ***Intercompany Claim*** means any Claim (including an Administrative Expense Claim), cause of action, or remedy asserted by a Debtor against another Debtor.

1.90. ***Intercompany Interests*** means any Interest held by a Debtor in another Debtor.

1.91. ***Interest*** means the interest of any holder of an equity security in any Debtor, whether or not represented by any issued and outstanding share of Existing Common Stock, or other instrument evidencing a present ownership interest in any Debtor, whether or not transferable, or any option, warrant, or right, contractual or otherwise, to acquire any such interest, including Existing Common Stock.

1.92. ***June 30 Indenture*** means that certain Indenture dated as of June 30, 2011 among WP Rocket Merger Sub Inc., Rural/Metro Corporation, the Guarantors named (and as defined) on the signature pages thereto and Wells Fargo Bank, National Association as Trustee (as may have been supplemented, amended and/or modified). Wilmington Trust, National Association, has succeeded Wells Fargo Bank, National Association, as Trustee.

1.93. ***Lien*** has the meaning set forth in section 101(37) of the Bankruptcy Code.

1.94. ***Litigation Trust*** means the trust to be created on the Effective Date in accordance with Section 7.16 of the Plan and the Litigation Trust Agreement for the benefit of the Litigation Trust Beneficiaries.

1.95. ***Litigation Trust Agreement*** means the trust agreement, in form and substance reasonably satisfactory to the Debtors, the Required Consenting Noteholders and the Creditors' Committee, which will be annexed hereto as Exhibit M and filed as part of the Plan Supplement.

1.96. ***Litigation Trust Assets*** means the Litigation Trust Claims.

1.97. ***Litigation Trust Beneficiaries*** means holders of Allowed Noteholder Claims and Allowed Other Unsecured Claims.

1.98. ***Litigation Trust Claims*** means, collectively, (a) any of the Debtors' or their Estates' Causes of Action against Unreleased Debtor Parties to the extent not encompassed within the Estate Accounting-Related Causes of Action or Business Causes of Action and (b) Avoidance Actions, in each case, that the Creditors' Committee determines, in its sole discretion, will be assigned to the Litigation Trust, but in no event shall a Litigation Trust Claim include any Claim or Cause of Action that is released pursuant to Sections 12.8 or 12.9 of the Plan or Causes of Action that may be brought by individual Noteholders, the Notes Trustee, individual unsecured creditors, the Secured Credit Agreement Administrative Agent or individual Secured Lenders on their respective own behalves. Notwithstanding anything to the contrary, any Preference Actions against Persons that are not "insiders" of the Debtors (as defined in the Bankruptcy Code) shall be waived as of the Effective Date and shall not be pursued by the Litigation Trust or any other party. For the avoidance of doubt, the Creditors' Committee or the Litigation Trustee (as applicable) shall determine, in its sole discretion, whether Avoidance Actions (including Preference Actions) or any other Litigation Trust Claims against "insiders" of the Debtors shall be pursued or waived (to the extent not released pursuant to Sections 12.8 or 12.9 of this Plan).

1.99. ***Litigation Trust Interests*** means the beneficial interests in the Litigation Trust to be deemed distributed to the Litigation Trust Beneficiaries and the right to receive distributions on account of such beneficial interests.

1.100. ***Litigation Trustee*** means the Person identified as such in the Litigation Trust Agreement to administer the Litigation Trust in accordance with the terms and provisions of Section 7.16 of the Plan and the Litigation Trust Agreement. The Creditors' Committee, in its sole discretion, shall appoint the Litigation Trustee to oversee the Litigation Trust, which appointment shall be reasonably acceptable to the Debtors and the Required Consenting Noteholders (which consent shall not be unreasonably withheld or delayed). The Litigation Trustee may be the same individual as the Creditor Representative.

1.101. ***Management Agreements*** means, collectively, those agreements that will be entered into by Reorganized RMC and certain of the Reorganized Debtors, on the one hand, and certain officers of the Reorganized Debtors, on the other hand.

1.102. ***Management Equity Plan*** means the management incentive plan that will be established for certain members of management of the Reorganized Debtors.

1.103. ***Monthly Distribution Date*** means the last Business Day of the month following the end of each calendar month after the Effective Date; provided, however, that: (a) if the Effective Date is within thirty (30) days of the end of a calendar month, then the first Monthly

Distribution Date will be the last Business Day of the month following the end of the first calendar month after the calendar month in which the Effective Date falls; or (b) if the amount of Plan Distributions to be made on such date are less than $100,000 in the aggregate and the Disbursing Agent determines, in his sole discretion, that there are not sufficient Plan Distributions to be made on such date, then the Monthly Distribution Date will be on the last Business Day of the month following the end of the next calendar month.

1.104. ***New Common Stock*** means, collectively, 1,200,000 shares of common stock of Reorganized RMC, par value $0.01, to be authorized for issuance by Reorganized RMC in connection with the implementation of, and as authorized by, this Plan.

1.105. ***New Preferred Stock*** means, collectively, 500,000,000 authorized, and 136,450,000 initially issued, shares of 15% redeemable preferred stock of Reorganized RMC, with a liquidation preference of $1.00 per share, to be issued by Reorganized RMC in connection with the implementation of, and as authorized by, this Plan, as more fully described in the Certificate of Designations which will be annexed hereto as Exhibit F.

1.106. ***Nominee*** means the applicable broker, bank, commercial bank, transfer agent, trust company, dealer or other agent or nominee that holds Noteholder Claims for the benefit of one or more beneficial owners for whom such Nominee acts.

1.107. ***Notes*** means the 10.125% Senior Notes due 2019 issued under the Indentures.

1.108. ***Notes Trustee*** means Wilmington Trust, National Association, or any successor trustee appointed in accordance with the terms of the Indentures.

1.109. ***Notes Trustee Fee Claims*** means the Claims for reasonable, actual fees and expenses, including reasonable, actual attorneys' fees and expenses, incurred by the Notes Trustee from the Commencement Date through the Effective Date.

1.110. ***Noteholders*** means, collectively and as of the relevant time, holders of Notes solely in their capacity as such.

1.111. ***Noteholder Claim*** means Claims arising under the Notes issued under the Indentures.

1.112. ***Other Existing Interest*** means any Interest in Holdings other than Existing Common Stock, including, but not limited to, any warrants, options, or rights to receive or purchase shares of Existing Common Stock and any preferred shares authorized to be issued by Holdings.

1.113. ***Other Secured Claim*** means any Secured Claim against a Debtor other than a Secured Lender Claim.

1.114. ***Other Unsecured Cash*** means: (i) to the extent that the ultimate aggregate amount of Allowed Other Unsecured Claims that elect to receive Other Unsecured Cash is less than $32 million, Cash in the amount of $4.0 million; (ii) to the extent that the ultimate aggregate amount of Allowed Other Unsecured Claims that elect to receive Other Unsecured Cash is (a)

greater than (or equal to) $32 million but (b) less than (or equal to) $40 million, Cash in an aggregate amount sufficient to provide each holder of an Allowed Other Unsecured Claim that elects to receive Other Unsecured Cash with a Cash distribution equal to 12.5% of the Allowed amount of such Claim; and (iii) to the extent that the ultimate aggregate amount of Allowed Other Unsecured Claims that elect to receive Other Unsecured Cash is greater than $40 million, Cash in the amount of $5.0 million.

1.115. ***Other Unsecured Claim*** means any Unsecured Claim against a Debtor other than a Noteholder Claim.

1.116. ***PBGC*** means the Pension Benefit Guaranty Corporation, a wholly owned United States government corporation, and an agency of the United States created by ERISA.

1.117. ***Pension Plan*** means the Southwest Ambulance Pension Plan.

1.118. ***Person*** means any individual, corporation, partnership, association, multiemployer pension plan, plan trustee, plan administrator, indenture trustee, limited liability company, organization, joint stock company, joint venture, estate, trust, governmental unit or any political subdivision thereof, Interest holder, or any other entity or organization.

1.119. ***Plan*** means this chapter 11 plan of reorganization proposed by the Debtors, including the exhibits and schedules hereto, as the same may be amended or modified from time to time in accordance with the provisions of the Bankruptcy Code and the terms hereof.

1.120. ***Plan Consideration*** means, with respect to any Class of Claims entitled to distribution under this Plan, one or more of Cash, shares of New Common Stock, Subscription Rights, or the Reorganized Debtors' incurrence of the Existing Term Loan Obligations and the Converted Term Loan Obligations.

1.121. ***Plan Distribution*** means the payment or distribution under the Plan of the Plan Consideration.

1.122. ***Plan Documents*** means the (i) Amended and Restated Secured Credit Agreement and Backstop Term Loan, (ii) the Exit LC Facility, (iii) the Stockholders Agreement (if applicable), (iv) the Registration Rights Agreement (if applicable), (v) the Rights Offering Backstop Commitment Agreement, (vi) the Certificate of Designations for the New Preferred Stock, (vii) the Amended Certificate, (viii) the Amended By-laws, (ix) the Litigation Trust Agreement, (x) the Subscription Form, (xi) the Creditor Representative Plan Supplement, and (xii) the Cooperation Agreement, each in form and substance reasonably satisfactory to (a) the Required Consenting Lenders (except for the documents set forth in (iii), (iv), (vi), (ix), (x), (xi) and (xii)), (b) the Required Consenting Noteholders, and (c) the Creditors' Committee (except for the documents set forth in (i), (ii), (iii), (iv), (vi) and (x)), to be executed, delivered, assumed, and/or performed in conjunction with the consummation of this Plan on the Effective Date.

1.123. ***Plan Supplement*** means the supplemental appendix to this Plan, to be filed as soon after the filing of the Plan as reasonably practicable but in no event later than seven (7) days prior to the deadline to vote to accept or reject the Plan, which will contain, among other things,

substantially final draft forms (subject to further changes) or signed copies, as the case may be, of the Plan Documents.

1.124. ***Potential Action Notice*** means a written notice, delivered to counsel to the Debtors by counsel to the Creditors' Committee, the Secured Lenders, and/or the Consenting Noteholders, respectively, of a claim or claims against any current or former officers, Released Directors, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, equity holders, partners and other professionals of the Debtors. For the avoidance of doubt, none of the Consenting Noteholders, the Secured Lenders, the DIP Lenders or the Exit Preferred Holders will be required to give a release to a current or former officer or Released Director if such Person (i) determines that the release will limit or affect any claims that may exist against other third parties or the right to access insurance proceeds if available, (ii) such Person has provided counsel to the Debtors written notice of such determination (as described in the prior sentence) on or prior to the entry of the Confirmation Order, and (iii) has not withdrawn such notice on or prior to the Confirmation Date. For the further avoidance of doubt, the delivery of a Potential Action Notice shall not limit or have any effect on Section 12.9 of this Plan.

1.125. ***Preference Actions*** means any and all claims of the Debtors or their Estates that could be brought under section 547 of the Bankruptcy Code or, in the alternative, based upon the same underlying facts under section 544 or 548 of the Bankruptcy Code, and the right to recover on account of any such claim under section 550 of the Bankruptcy Code.

1.126. ***Prepayment*** means the payment, on the Effective Date, of $50,000,000 by the Reorganized Debtors from the proceeds of the Rights Offering to the Secured Credit Agreement Administrative Agent to indefeasibly prepay, on a pro rata basis, the Funded Obligations (as defined in the Restructuring Support Agreement) owed to the Secured Lenders under the Secured Credit Agreement (other than Funded Obligations resulting from draws made on any outstanding prepetition letters of credit made following the Commencement Date, which shall be reimbursed with proceeds of the Backstop Term Loan).

1.127. ***Priority Non-Tax Claim*** means any Claim, other than an Administrative Expense Claim, a Fee Claim and a Priority Tax Claim, entitled to priority in payment as specified in section 507(a) of the Bankruptcy Code.

1.128. ***Priority Tax Claim*** means any Claim of a governmental unit (as defined in section 101(27) of the Bankruptcy Code) of the kind entitled to priority in payment under section 507(a)(8) of the Bankruptcy Code.

1.129. ***Professional Person(s)*** means all Persons retained by order of the Bankruptcy Court to represent the Debtors or the Creditors' Committee in connection with the Reorganization Cases, pursuant to sections 327, 328, 330 or 1103 of the Bankruptcy Code, and the Fee Auditor, but excluding any ordinary course professionals retained pursuant to order of the Bankruptcy Court.

1.130. ***Pro Rata Share*** means, with respect to any distribution on account of an Allowed Claim, a distribution equal in amount to the ratio (expressed as a percentage) that the amount of

such Allowed Claim bears to the aggregate amount of all Allowed Claims in its Class, unless otherwise set forth herein, provided that (i) as used in Section 5.2(b)(iv), Pro Rata Share means the ratio (expressed as a percentage) that the amount of such Secured Lender's Allowed Claims in respect of Revolving Loans or Term Loans (each as defined in the Secured Credit Agreement), as the case may be, bears to the aggregate amount of all Allowed Claims that are Revolving Loans or Term Loans, respectively, and (ii) as used in Sections 5.4(b)(i), 5.4(b)(iii) and 5.5(a)(i), Pro Rata Share means the ratio (expressed as a percentage) that the amount of such Allowed Claim bears to the aggregate amount of all Allowed Noteholder Claims and all Allowed Other Unsecured Claims (for the avoidance of doubt, including those whose holders elect to receive Other Unsecured Cash pursuant to Section 5.5(a)(ii) of the Plan).

1.131. ***Registration Rights Agreement*** means, in the event the Debtors and the Required Consenting Noteholders determine that a Registration Rights Agreement will be executed and delivered in connection with the Plan, that certain Registration Rights Agreement by and among Reorganized RMC and the holders of New Common Stock, dated as of the Effective Date (as it may be amended or supplemented), a substantially final form of which will be annexed hereto as Exhibit G and filed as part of the Plan Supplement.

1.132. ***Rejection Damages Claims*** means Claims arising from the rejection of executory contracts or unexpired leases.

1.133. ***Released Debtor Parties*** means any current or former officers, Released Directors, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, equity holders, partners and other professionals of the Debtors with respect to which counsel for the Debtors (i) did not receive a timely Potential Action Notice, or (ii) received a timely Potential Action Notice that was subsequently withdrawn prior to the Confirmation Date.

1.134. ***Released Directors*** means, collectively, the Debtors' current and former directors who served as directors at any time from and after June 30, 2011, but not including Michael P. DiMino.

1.135. ***Released Parties*** means, each of, and solely in its capacity as such, (a) the Debtors and the Released Debtor Parties, (b) the Creditors' Committee and its members (solely in their capacity as members of the Creditors' Committee but not in their capacity as individual creditors), (c) the Administrative Agents, (d) the DIP Lenders, (e) the Secured Lenders, (f) the Consenting Noteholders, (g) the Exit Preferred Holders, (h) the Disbursing Agent, (i) the Notes Trustee, and (j) with respect to each of the foregoing entities in clauses (b) through (i), such entity's current affiliates, successors, assigns, subsidiaries, officers, directors, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, equity holders, partners and other professionals. With respect to category (j) in the preceding sentence, the individuals and entities released are released solely in the identified capacity with respect to the other Released Parties in categories (b) through (i).

1.136. ***Releasing Party*** means each of, and solely in its capacity as such, (a) the Creditors' Committee and its members (solely in their capacity as members of the Creditors' Committee but not in their capacity as individual creditors), (b) the Administrative Agents, (c)

the DIP Lenders, (d) the Secured Lenders, (e) the Consenting Noteholders, (f) the Exit Preferred Holders, (g) Noteholders (other than the Consenting Noteholders) that abstain from voting or voted to reject the Plan and have not also checked the box on the applicable Ballot indicating that they opt not to grant the releases provided in the Plan, (h) the holders of impaired Claims (other than the Secured Lenders) or Interests other than those who (I) have been deemed to reject the Plan, or (II) abstain from voting or voted to reject the Plan and have also checked the box on the applicable Ballot indicating that they opt not to grant the releases provided in the Plan, (i) the holders of unimpaired Claims, (j) the Notes Trustee, and (k), with respect to the foregoing entities in clauses (a) through (j), such entities' current affiliates, successors, assigns, subsidiaries, officers, directors, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, equity holders, partners and other professionals.

1.137. ***Remaining Rights Offering Stock*** means the Rights Offering Stock that is not subscribed for pursuant to the Rights Offering prior to the expiration of the Subscription Deadline.

1.138. ***Reorganization Cases*** means the jointly-administered cases under chapter 11 of the Bankruptcy Code commenced by the Debtors on the Commencement Date in the Bankruptcy Court and styled *In re Rural/Metro Corporation, et al.*, No. 13-11952 (KJC) (Jointly Administered).

1.139. ***Reorganized Debtor*** means each Debtor on and after the Effective Date.

1.140. ***Reorganized RMC*** means Holdings on and after the Effective Date.

1.141. ***Required Backstop Parties*** means Rights Offering Backstop Investors that have committed to purchasing a majority of the Rights Offering Stock pursuant to the Rights Offering Backstop Commitment Agreement.

1.142. ***Required Consenting Lenders*** has the meaning given to such term in the Restructuring Support Agreement.

1.143. ***Required Consenting Noteholders*** has the meaning given to such term in the Restructuring Support Agreement.

1.144. ***Restructuring Support Agreement*** means the Restructuring Support Agreement entered into by the Debtors, the Consenting Lenders and the Consenting Noteholders on or about August 4, 2013, including the term sheet annexed thereto, as modified by the Order, Pursuant to Sections 105(a) and 365(a) of the Bankruptcy Code, Authorizing the Assumption of Restructuring Support Agreement [Docket No. 217].

1.145. ***Rights Offering*** means the $135,000,000 rights offering of Rights Offering Stock to be offered to the holders of Noteholder Claims as of the Rights Offering Record Date, the terms of which are set forth in Section 7.2 of this Plan.

1.146. ***Rights Offering Amount*** means $135,000,000.

1.147. ***Rights Offering Backstop Commitment Agreement*** means the Commitment Agreement dated as of October 31, 2013, which will be annexed hereto as Exhibit H and filed as part of the Plan Supplement.

1.148. ***Rights Offering Backstop Investors*** means the Consenting Noteholders who have agreed to purchase the Remaining Rights Offering Stock pursuant to the Rights Offering Backstop Commitment Agreement.

1.149. ***Rights Offering Backstop Notification Date*** means a date that is not later than two (2) Business Days following the Subscription Deadline.

1.150. ***Rights Offering Backstop Payment Date*** means a date that is not later than two (2) Business Days following the applicable Rights Offering Backstop Notification Date (or such later date as approved in writing by the Debtors); provided, however, that such date shall be at least three (3) Business Days prior to the Effective Date.

1.151. ***Rights Offering Purchaser*** means a holder of a Noteholder Claim as of the Rights Offering Record Date (or a subsequent holder of a Noteholder Claim if transferred in accordance with Section 7.2(d)) who timely and properly executes and delivers the Subscription Form and causes its Nominee to tender its Subscription Payment Amount by wire transfer of immediately available funds to the Debtors or other entity specified in the Subscription Form prior to the expiration of the Subscription Deadline.

1.152. ***Rights Offering Record Date*** means the Voting Record Date, or such other date as designated in an order of the Bankruptcy Court.

1.153. ***Rights Offering Stock*** means the New Common Stock (which shall comprise 70% of the fully diluted New Common Stock) and New Preferred Stock to be issued and sold through the Rights Offering (including the Remaining Rights Offering Stock to be issued pursuant to the Rights Offering Backstop Commitment Agreement).

1.154. ***Schedule of Rejected Contracts and Leases*** means a schedule of the contracts and leases to be rejected pursuant to section 365 of the Bankruptcy Code and Section 10.1 of this Plan, which shall be filed by the Debtors at least ten (10) Business Days prior to the start of the Confirmation Hearing, as such schedule may be amended from time to time on or before the Confirmation Date.

1.155. ***Secured Claim*** means a Claim (a) that is secured by a Lien on Collateral to the extent of the value of such Collateral, as determined in accordance with section 506(a) of the Bankruptcy Code, or (b) to the extent that the holder thereof has a valid right of setoff pursuant to section 553 of the Bankruptcy Code, and limited to the value thereof.

1.156. ***Secured Credit Agreement*** means that certain Credit Agreement dated as of June 30, 2011, among WP Rocket Merger Sub Inc., Rural/Metro Corporation, the lenders party thereto, Credit Suisse AG, as Administrative Agent, Credit Suisse Securities (USA) LLC, as joint lead arranger and joint bookrunner, Citigroup Global Markets Inc., as joint lead arranger, joint bookrunner and syndication agent, and Jefferies Finance LLC, as joint bookrunner and documentation agent, as the same may have been amended, modified, and/or supplemented.

1.157. ***Secured Credit Agreement Administrative Agent*** means Credit Suisse AG, in its capacity as administrative agent under the Secured Credit Agreement.

1.158. ***Secured Credit Agreement Documents*** means, collectively, (a) the Secured Credit Agreement, and (b) all documents and instruments executed in connection therewith.

1.159. ***Secured Lenders*** means, collectively and as of the relevant time, those lenders that are party to the Secured Credit Agreement and the Secured Credit Agreement Administrative Agent.

1.160. ***Secured Lender Claim*** means any Secured Claim arising out of or in connection with the Secured Credit Agreement Documents, including any Secured Lender Fee Claim.

1.161. ***Secured Lender Fee Claim*** means any Claim for fees, expenses, costs and other charges of the Secured Credit Agreement Administrative Agent and the Secured Lenders, including those of their respective counsel and advisors, which are provided for in the Secured Credit Agreement Documents.

1.162. ***Stockholders Agreement*** means, in the event the Debtors and the Required Consenting Noteholders determine that a Stockholders Agreement will be executed and delivered in connection with the Plan, the stockholders agreement, to be dated as of the Effective Date, among Reorganized RMC and each of the Persons receiving New Common Stock under the Plan, which will be annexed hereto as Exhibit I and filed as part of the Plan Supplement.

1.163. ***Subscription Agent*** means Donlin, Recano & Company, Inc., or any entity designated as such by the Plan or the Debtors (with the consent of the Required Consenting Noteholders, not to be unreasonably withheld, conditioned or delayed).

1.164. ***Subscription Commencement Date*** means the date on which the Subscription Period commences, which shall be the earliest date reasonably practicable occurring after the Rights Offering Record Date.

1.165. ***Subscription Deadline*** means the date on which the Rights Offering shall expire as set forth in the Subscription Form, which date shall be the Voting Deadline.

1.166. ***Subscription Form*** means, collectively, the subscription form and subscription agreement to be distributed to holders of Noteholder Claims pursuant to which the holders of Noteholder Claims may exercise their Subscription Rights, which will be annexed hereto as Exhibit J.

1.167. ***Subscription Payment Amount*** means, with respect to a particular Rights Offering Purchaser, an amount of Cash equal to the Rights Offering Amount multiplied by such Rights Offering Purchaser's subscribed for portion of its Pro Rata Share of the Rights Offering Stock.

1.168. ***Subscription Period*** means the time period during which the holders of Noteholder Claims may subscribe to purchase the Rights Offering Stock, which period shall commence on the Subscription Commencement Date and expire on the Subscription Deadline.

1.169. ***Subscription Right*** means the right to participate in the Rights Offering, which right shall be non-transferable and non-certificated, except for, prior to the Subscription Deadline, (a) transfers by a holder of Noteholder Claims to one or more of its affiliates or another holder of Noteholder Claims, or (b) with the consent of the Required Backstop Parties and the Debtors, to a third party; provided, that for clauses (a) and (b): (i) the Subscription Rights are issued in connection with each holder's Noteholder Claims as of the Rights Offering Record Date; (ii) no transfer, assignment or other disposition of the Subscription Rights may be made except in connection with the transfer, assignment or disposition of the corresponding Notes; (iii) upon any valid exercise of Subscription Rights and payment of the applicable Subscription Payment Amount by any Rights Offering Purchaser, such Rights Offering Purchaser shall not thereafter transfer, assign or otherwise dispose of any corresponding Notes on or prior to the Effective Date or the right to receive Rights Offering Stock prior to the distribution of such Rights Offering Stock to the applicable Rights Offering Purchaser; and (iv) no transfer, assignment or other disposition of the Subscription Rights of any Rights Offering Backstop Investor may be made unless such Rights Offering Backstop Investor's transferee agrees to an assignment or transfer of such Rights Offering Backstop Investor's commitment, as set forth in the Rights Offering Backstop Commitment Agreement, to subscribe for the Rights Offering Stock in connection with such transferred Subscription Rights.

1.170. ***Surety Agreements*** means the surety bonds issued on behalf of, and at the request of, the Debtors to support certain customer and utility contracts prior to and during these Reorganization Cases, and any pre-petition surety indemnity agreements executed in connection therewith.

1.171. ***Unclaimed Property*** means any Cash or other property unclaimed or undeliverable on or after the Effective Date or date on which a Plan Distribution would have been made in respect of the relevant Allowed Claim. Unclaimed Property shall include: (a) checks (and the funds represented thereby), New Common Stock and other property mailed to a Distribution Address and returned as undeliverable without a proper forwarding address; (b) funds for uncashed checks; and (c) checks (and the funds represented thereby) and New Common Stock not mailed or delivered because no Distribution Address to mail or deliver such property was available.

1.172. ***Unreleased Debtor Parties*** means any current or former officers, Released Directors, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, equity holders, partners and other professionals of the Debtors with respect to which counsel for the Debtors receives a timely Potential Action Notice that is not subsequently withdrawn prior to the Confirmation Date. For the avoidance of doubt, pursuant to the Restructuring Support Agreement, any of the foregoing parties with respect to which counsel for the Debtors either: (i) did not receive a timely Potential Action Notice on or prior to the entry of the Confirmation Order; or (ii) received a timely Potential Action Notice that was subsequently withdrawn prior to the Confirmation Date shall be deemed a Released Debtor Party pursuant to this Plan.

1.173. ***Unsecured Claim*** means any Claim other than: (a) an Existing Securities Laws Claim; (b) a Secured Claim; (c) an Administrative Expense Claim; (d) a Fee Claim; (e) a Priority Tax Claim; (f) a Priority Non-Tax Claim; (g) a Claim on account of any guaranty or similar

obligation of any Debtor relating to the foregoing types of Claims; and (h) an Intercompany Claim.

1.174. ***U.S. Trustee Fees*** means fees arising under 28 U.S.C. § 1930(a)(6) or accrued interest thereon arising under 31 U.S.C. § 3717.

1.175. ***Voting Deadline*** means December 9, 2013 at 5:00 p.m. prevailing New York time, the date and time by which all Ballots must be received by the Claims Agent, or such other date and time as may be established by the Bankruptcy Court.

1.176. ***Voting Record Date*** means the date for determining which holders of Claims are entitled to receive the Disclosure Statement and vote to accept or reject this Plan, as applicable, which date is November 5, 2013, as set forth in the Disclosure Statement Order.

B. *Interpretation; Application of Definitions and Rules of Construction.*

Unless otherwise specified, all section or exhibit references in this Plan are to the respective section in, or exhibit to, this Plan. The words "herein," "hereof," "hereto," "hereunder," and other words of similar import refer to this Plan as a whole and not to any particular section, subsection, or clause contained therein. Any capitalized term used herein that is not defined herein shall have the meaning assigned to that term in the Bankruptcy Code. Except for the rules of construction contained in sections 102(5) of the Bankruptcy Code, which shall not apply, the rules of construction contained in section 102 of the Bankruptcy Code shall apply to the construction of the Plan (specifically including section 102(3) providing that the words "includes" and "including" are not limiting). Any reference in this Plan to a contract, instrument, release, indenture, or other agreement or documents being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions, and any reference in this Plan to an existing document or exhibit filed or to be filed means such document or exhibit as it may have been or may be amended, modified, or supplemented. The headings in this Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. To the extent there is an inconsistency between any of the provisions of this Plan and any of the provisions contained in the Plan Documents to be entered into as of the Effective Date, the Plan Documents shall control.

C. *Appendices and Plan Documents.*

All Plan Documents and appendices to the Plan are incorporated into the Plan by reference and are a part of the Plan as if set forth in full herein. Holders of Claims and Interests may inspect a copy of the Plan Documents, once filed, in the Office of the Clerk of the Bankruptcy Court during normal business hours, or obtain a copy of the Plan Documents by a written request sent to the following address:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019
Attention: Andrew Mordkoff, Esq.
Telephone: (212) 728-8000

ARTICLE II.

RESOLUTION OF CERTAIN INTER-CREDITOR AND INTER-DEBTOR ISSUES

2.1. *Comprehensive Settlement of Claims and Controversies.*

Pursuant to Bankruptcy Rule 9019, and in consideration for the classification, distribution and other benefits provided under the Plan, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and controversies resolved pursuant to the Plan, including all claims arising prior to the Commencement Date, whether known or unknown, foreseen or unforeseen, asserted or unasserted, by or against any Released Party, or holders of Claims, arising out of, relating to or in connection with the business or affairs of or transactions with the Debtors. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of each of the foregoing compromises or settlements, and all other compromises and settlements provided for in the Plan, and the Bankruptcy Court's findings shall constitute its determination that such compromises and settlements are in the best interests of the Debtors, the Estates, creditors and other parties in interest, and are fair, equitable and within the range of reasonableness. The provisions of the Plan, including its release, injunction, exculpation and compromise provisions, are mutually dependent and non-severable.

2.2. *Substantive Consolidation of Debtors for Purposes of Voting, Confirmation and Distribution.*

(a) This Plan provides for substantive consolidation of the Debtors' Estates, but solely for purposes of voting, confirmation, and making distributions to the holders of Allowed Claims under this Plan. On the Effective Date: (a) all guarantees of any Debtor of the payment, performance or collection of another Debtor with respect to Claims against such Debtor shall be eliminated and cancelled; and (b) any obligation of any Debtor and all guarantees by a Debtor with respect to Claims against one or more of the other Debtors shall be treated as a single obligation. On the Effective Date, and in accordance with the terms of this Plan and the consolidation of the assets and liabilities of the Debtors, all Claims based upon guarantees of collection, payment, or performance made by a Debtor as to the obligation of another Debtor shall be released and of no further force and effect. Except as set forth in this Section 2.2, such substantive consolidation shall not affect (a) the legal and corporate structure of the Reorganized Debtors, or (b) any obligations under any leases or contracts assumed in this Plan or otherwise after the Commencement Date. The Debtors reserve the right to seek confirmation of the Plan without implementing substantive consolidation (including, without limitation, in the event the Court determines that substantive consolidation of the Debtors as provided for above is not appropriate), and to request that the Court approve the treatment of and distribution to the different Classes under the Plan on a Debtor-by-Debtor basis. In the event the Debtors seek confirmation of the Plan without implementing substantive consolidation of the Debtors as provided for above, any vote in favor of the Plan on a substantively consolidated basis, shall be deemed a vote in favor of the Plan of each of the applicable Debtors on an individual Debtor basis, provided that such substantive consolidation does not reduce the Other Unsecured Cash or the percentage recovery of those holders of Allowed Other Unsecured Claims who elect to receive Other Unsecured Cash pursuant to Section 5.5(a)(ii) of the Plan or otherwise materially decrease the consideration provided under the Plan with respect to the applicable Claim holder.

(b) Notwithstanding anything to the contrary herein, on or after the Effective Date, any and all Intercompany Claims will be adjusted (including by contribution, distribution in exchange for new debt or equity, or otherwise), paid, continued, or discharged to the extent reasonably determined appropriate by the Reorganized Debtors. Any such transaction may be effected on or subsequent to the Effective Date without any further action by the Bankruptcy Court or by the stockholders of any of the Reorganized Debtors. For the avoidance of doubt, Intercompany Claims are not entitled to any Plan Distributions of any kind.

(c) Notwithstanding the substantive consolidation of the Estates for the purposes set forth in Section 2.2(a) herein, each Reorganized Debtor shall pay all U.S. Trustee Fee Claims on all disbursements, including Plan Distributions and disbursements in and outside of the ordinary course of business, until the entry of a final decree in its Reorganization Case, dismissal of its Reorganization Case, or conversion of its Reorganization Case to a case under chapter 7 of the Bankruptcy Code.

2.3. *No Plan Distributions to Equity Interests.*

No Plan Distributions shall be made on account of any Interests in any Debtor regardless of whether such Interests are held by a Person which is not a Debtor; provided, however, that any Debtor that holds Intercompany Interests shall retain such Interests solely for the purpose of maintaining the existing corporate structure of the Debtors and the Reorganized Debtors.

ARTICLE III.

ADMINISTRATIVE EXPENSE CLAIMS, FEE CLAIMS, U.S. TRUSTEE FEES AND PRIORITY TAX CLAIMS

All Claims and Interests, except DIP Claims, Administrative Expense Claims, Fee Claims, U.S. Trustee Fees, Priority Tax Claims and Intercompany Claims, are placed in the Classes set forth in Article IV below. In accordance with section 1123(a)(1) of the Bankruptcy Code, DIP Claims, Administrative Expense Claims, Fee Claims, U.S. Trustee Fees, Priority Tax Claims and Intercompany Claims of the Debtors have not been classified, and the holders thereof are not entitled to vote on this Plan. A Claim or Interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes.

3.1. *DIP Claims*

The DIP Claims shall be deemed to be Allowed Claims under the Plan. The DIP Claims shall be satisfied in full, on the Effective Date, by the termination of all commitments under the DIP Credit Agreement and indefeasible payment in full in Cash of all outstanding obligations thereunder. Until so satisfied in full, the DIP Agent and DIP Lenders shall retain all rights, Claims and Liens available pursuant to the DIP Credit Agreement and the DIP Order.

3.2. ***Administrative Expense Claims.***

(a) Time for Filing Administrative Expense Claims.

The holder of an Administrative Expense Claim, other than the holder of:

(i) a Fee Claim;

(ii) an Administrative Expense Claim arising under the DIP Order;

(iii) an Administrative Expense Claim that has been Allowed on or before the Effective Date;

(iv) a trade claim for an expense or liability incurred and payable in the ordinary course of business by a Debtor after the Commencement Date;

(v) an Administrative Expense Claim on account of fees and expenses incurred on or after the Commencement Date by ordinary course professionals retained by the Debtors pursuant to an order of the Bankruptcy Court;

(vi) an Administrative Expense Claim held by a current officer, director or employee of the Debtors for indemnification, contribution, or advancement of expenses pursuant to (A) any Debtor's certificate of incorporation, by-laws, or similar organizational document or (B) any indemnification or contribution agreement approved by the Bankruptcy Court; provided, however, that nothing set forth herein shall be deemed to elevate any indemnification claims for prepetition acts or omissions to Administrative Claim status;

(vii) an Administrative Expense Claim arising, in the ordinary course of business, out of the employment by one or more Debtors of an individual from and after the Commencement Date, but only to the extent that such Administrative Expense Claim is solely for outstanding wages, commissions, accrued benefits, or reimbursement of business expenses;

(viii) a Notes Trustee Fee Claim;

(ix) a Committee Member Expense Claim; and

(x) a claim for U.S. Trustee Fees,

(b) must file with the Bankruptcy Court and serve on the Debtors or the Reorganized Debtors, as applicable, the Claims Agent, the Creditors' Committee or the Creditor Representative, as applicable, and the Office of the United States Trustee, proof of such Administrative Expense Claim **within thirty (30) days after the Effective Date** (the "**Administrative Bar Date**"). Such proof of Administrative Expense Claim must include at a minimum (i) the name of each Debtor that is purported to be liable for the Administrative Expense Claim, (ii) the name of the holder of the Administrative Expense Claim, (iii) the amount

of the Administrative Expense Claim, (iv) the basis of the Administrative Expense Claim, and (v) supporting documentation for the Administrative Expense Claim. **FAILURE TO FILE AND SERVE SUCH PROOF OF ADMINISTRATIVE EXPENSE CLAIM TIMELY AND PROPERLY SHALL RESULT IN THE ADMINISTRATIVE EXPENSE CLAIM BEING FOREVER BARRED AND DISCHARGED IN THESE REORGANIZATION CASES.**

(c) Treatment of Administrative Expense Claims.

Except to the extent that a holder of an Allowed Administrative Expense Claim agrees to a different treatment, on, or as soon thereafter as is reasonably practicable, the later of the Effective Date and the first Business Day after the date that is thirty (30) days after the date an Administrative Expense Claim becomes an Allowed Claim, the holder of such Allowed Administrative Expense Claim shall receive Cash in an amount equal to such Allowed Claim; provided, however, that Allowed Administrative Expense Claims representing liabilities incurred in the ordinary course of business by the Debtors, as debtors in possession, shall be paid by the Debtors or the Reorganized Debtors, as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents relating to, such transactions.

3.3. ***Fee Claims.***

(a) Time for Filing and Allowance of Fee Claims.

Any Professional Person seeking allowance by the Bankruptcy Court of a Fee Claim shall file and serve its respective final application for allowance of compensation for services rendered and reimbursement of expenses incurred prior to the Effective Date no later than thirty (30) days after the Effective Date. **FAILURE TO FILE AND SERVE SUCH FEE APPLICATION TIMELY AND PROPERLY SHALL RESULT IN THE FEE CLAIM BEING FOREVER BARRED AND DISCHARGED.**

Objections to Fee Claims, if any, must be filed and served pursuant to the procedures set forth in the Confirmation Order no later than fifty-one (51) days after the Effective Date or such other date as established by the Bankruptcy Court.

A Fee Claim shall be Allowed to the extent provided by a Final Order of the Bankruptcy Court.

(b) Treatment of Fee Claims.

A Fee Claim in respect of which a final fee application has been properly filed and served pursuant to Section 3.3(a) of this Plan shall be payable in Cash from the funds held in the Fee Claim Reserve Account by the Reorganized Debtors to the extent approved by a Final Order of the Bankruptcy Court and the holder of such Allowed Fee Claim shall receive such payment on or before the second Business Day after such Fee Claim becomes an Allowed Fee Claim. On or prior to the Effective Date, each holder of a Fee Claim shall submit to the Debtors, the Consenting Lenders, the Consenting Noteholders and the Creditors' Committee reasonable estimates of any Fee Claims that may accrue prior to the Effective Date that have not been included in a monthly fee statement or interim fee application submitted by such Professional

Person. If a holder of a Fee Claim does not provide a reasonable estimate, the Debtors may estimate the Fee Claims of such Professional Person that may accrue prior to the Effective Date that have not been included in a monthly fee statement or interim fee application. The aggregate amount of Fee Claims of Professional Persons (i) incurred but unpaid through the Effective Date that have been included in a prior monthly fee statement or interim fee application and (ii) that may accrue prior to the Effective Date that have not been included in a monthly fee statement or interim fee application as estimated in accordance with this Section 3.3, shall comprise the Fee Claim Reserve Amount. On the Effective Date, the Debtors shall establish and fund the Fee Claim Reserve Account with Cash equal to the aggregate Fee Claim Reserve Amount. For the avoidance of doubt, the Fee Claim Reserve Account shall be a segregated account, for the benefit of holders of Allowed Fee Claims, and shall be free and clear of all Claims and Interests including any and all liens, claims, pledges, charges, or encumbrances, including any liens securing the exit facilities, and not subject in any way to attachment seizure or setoff. To the extent and at such time as all Allowed Fee Claims have been paid in full, any funds remaining in the Fee Claim Reserve Account shall become the sole and exclusive property of the Reorganized Debtors.

Notwithstanding anything herein to the contrary, the Fee Auditor shall continue to perform the duties set forth in the Fee Auditor Order until all final fee applications have been approved or denied by the Bankruptcy Court. Following the Effective Date, the Reorganized Debtors shall pay in cash, within thirty (30) days of receipt of an invoice from the Fee Auditor, all actual, reasonable fees and expenses of the Fee Auditor that are incurred after the Effective Date, without the need for any further authorization from the Bankruptcy Court. In the event that the Reorganized Debtors object to payment of such invoice from the Fee Auditor for post-Effective Date fees and expenses, in whole or in part, and the parties cannot resolve such objection after good faith negotiation, the Bankruptcy Court shall retain jurisdiction to make a determination as to the extent to which the invoice shall be paid by the Reorganized Debtors.

3.4. ***U.S. Trustee Fees.***

On the Effective Date or as soon as reasonably practicable thereafter, the Debtors or Reorganized Debtors shall pay all U.S. Trustee Fees; provided, however, that all U.S. Trustee Fees that are not due and payable on or before the Effective Date shall be paid in the ordinary course of business as they become due.

3.5. ***Priority Tax Claims.***

Except to the extent that a holder of an Allowed Priority Tax Claim agrees to less favorable treatment, each holder of an Allowed Priority Tax Claim shall receive, in the Reorganized Debtors' discretion, either (a) on, or as soon thereafter as is reasonably practicable, the later of the Effective Date and the first Business Day after the date that is thirty (30) days after the date a Priority Tax Claim becomes an Allowed Claim, Cash in an amount equal to such Claim, or (b) deferred Cash payments following the Effective Date, over a period ending not later than five (5) years after the Commencement Date, in an aggregate amount equal to the Allowed amount of such Priority Tax Claim (with any interest to which the holder of such Priority Tax Claim may be entitled to be calculated in accordance with section 511 of the Bankruptcy Code); provided, however, that all Allowed Priority Tax Claims that are not due and

payable on or before the Effective Date shall be paid in the ordinary course of business as they become due.

ARTICLE IV.

CLASSIFICATION OF CLAIMS AND INTERESTS

4.1. *Classification of Claims and Interests.*

The following table designates the Classes of Claims against and Interests in the Debtors, and specifies which Classes are (a) impaired or unimpaired by this Plan, (b) entitled to vote to accept or reject this Plan in accordance with section 1126 of the Bankruptcy Code, or (c) deemed to accept or reject this Plan.

Class	Designation	Impairment	Entitled to Vote
Class 1	Priority Non-Tax Claims	No	No (Deemed to accept)
Class 2	Secured Lender Claims	Yes	Yes
Class 3	Other Secured Claims	No	No (Deemed to accept)
Class 4	Noteholder Claims	Yes	Yes
Class 5	Other Unsecured Claims	Yes	Yes
Class 6	Existing Securities Laws Claims	Yes	No (Deemed to reject)
Class 7	Existing Common Stock Interests and Existing Securities Laws Claims on Account Thereof	Yes	No (Deemed to reject)

4.2. *Unimpaired Classes of Claims.*

The following Classes of Claims are unimpaired and, therefore, deemed to have accepted this Plan and are not entitled to vote on this Plan under section 1126(f) of the Bankruptcy Code.

(a) Class 1: Class 1 consists of all Allowed Priority Non-Tax Claims.

(b) Class 3: Class 3 consists of all Allowed Other Secured Claims.

4.3. *Impaired Classes of Claims and Interests.*

The following Classes of Claims are impaired and holders of Allowed Claims in such Classes, as of the Voting Record Date, are entitled to vote on this Plan:

(a) Class 2: Class 2 consists of all Allowed Secured Lender Claims.

(b) Class 4: Class 4 consists of all Allowed Noteholder Claims

(c) Class 5: Class 5 consists of all Allowed Other Unsecured Claims

The following Classes of Claims and Interests are impaired and deemed to have rejected this Plan and, therefore, are not entitled to vote on this Plan under section 1126(g) of the

Bankruptcy Code:

(d) Class 6: Class 6 consists of all Existing Securities Laws Claims.

(e) Class 7: Class 7 consists of all Existing Common Stock Interests and Existing Securities Laws Claims on Account Thereof.

4.4. *Separate Classification of Other Secured Claims.*

Although all Other Secured Claims have been placed in one Class for purposes of nomenclature, each Other Secured Claim, to the extent secured by a Lien on Collateral different than that securing any other Other Secured Claims, shall be treated as being in a separate sub-Class for the purpose of receiving Plan Distributions.

ARTICLE V.

TREATMENT OF CLAIMS AND INTERESTS

5.1. *Priority Non-Tax Claims (Class 1).*

(a) Treatment: The legal, equitable and contractual rights of the holders of Class 1 Claims are unaltered by this Plan. Except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees to less favorable treatment, on, or as soon thereafter as is reasonably practicable, the later of the Effective Date and the first Monthly Distribution Date after the date a Priority Non-Tax Claim becomes an Allowed Claim, the holder of such Allowed Priority Non-Tax Claim shall receive Cash in an amount equal to such Claim. For the avoidance of doubt, holders of an Allowed Claim entitled to administrative expense status pursuant to section 503(b)(9) of the Bankruptcy Code shall receive Cash in an amount equal to such Claim on the Effective Date in accordance with section 1129(a)(9)(A) of the Bankruptcy Code, except to the extent that such holder agrees to less favorable treatment.

(b) Voting: In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Priority Non-Tax Claims are conclusively presumed to accept this Plan and the votes of such holders will not be solicited with respect to such Allowed Priority Non-Tax Claims.

5.2. *Secured Lender Claims (Class 2).*

(a) Allowance: On the Effective Date, the Secured Lender Claims shall be deemed Allowed in the aggregate amount of $427,302,230.

(b) Treatment: Except to the extent that a holder of an Allowed Secured Lender Claim agrees to different treatment, the following treatment shall constitute full and final satisfaction of each Allowed Secured Lender Claim:

(i) payment in Cash on the Effective Date of its Pro Rata Share of the Secured Lender Fee Claims (which, as applicable, may be paid directly to the Secured Lenders' counsel and advisors) to extent unpaid during the course of the

Reorganization Cases;

(ii) receipt of the Prepayment by the Secured Credit Agreement Administrative Agent on the Effective Date;

(iii) the entry by the Reorganized Debtors into the Amended and Restated Secured Credit Agreement on the Effective Date; and

(iv) in respect of Senior Secured Claims constituting (A) "Revolving Loans" under and as defined in the Secured Credit Agreement, the receipt of its Pro Rata Share of the Converted Term Loan Obligations and (B) "Term Loans" under and as defined in the Secured Credit Agreement, the receipt of its Pro Rata Share of the Existing Term Loan Obligations, in each case, on the Effective Date.

(c) Voting: The Secured Lender Claims are impaired Claims, and holders of such Claims are entitled to vote to accept or reject the Plan.

5.3. ***Other Secured Claims (Class 3).***

(a) Treatment: The legal, equitable and contractual rights of the holders of Class 3 Claims are unaltered by this Plan. Except to the extent that a holder of an Allowed Other Secured Claim agrees to less favorable treatment, on, or as soon thereafter as is reasonably practicable, the later of the Effective Date and the first Monthly Distribution Date after the date an Other Secured Claim becomes an Allowed Claim, each holder of such Allowed Other Secured Claim shall receive, at the election of the Reorganized Debtors: (i) Cash in an amount equal to such Allowed Claim; (ii) such other treatment that will render the Allowed Other Secured Claim unimpaired pursuant to section 1124 of the Bankruptcy Code, or (iii) receive the collateral securing its Allowed Claim; provided, however, that Class 3 Claims incurred by a Debtor in the ordinary course of business may be paid in the ordinary course of business in accordance with the terms and conditions of any agreements relating thereto, in the discretion of the applicable Debtor or Reorganized Debtor, without further notice to or order of the Bankruptcy Court. Each holder of an Allowed Other Secured Claim shall retain the Liens securing its Allowed Other Secured Claim as of the Effective Date until full and final payment of such Allowed Other Secured Claim is made as provided herein. On the full payment or other satisfaction of such Allowed Claims in accordance with the Plan, the Liens securing such Allowed Other Secured Claim shall be deemed released, terminated and extinguished, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Person.

(b) Voting: In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Other Secured Claims are conclusively presumed to accept this Plan and are not entitled to vote to accept or reject the Plan.

5.4. ***Noteholder Claims (Class 4).***

(a) Allowance: On the Effective Date, the Noteholder Claims shall be deemed Allowed in the following aggregate amounts, including accrued and unpaid interest owing as of the Commencement Date: (i) Noteholder Claims on account of Notes issued

pursuant to the June 30 Indenture, $211,247,855; and (ii) Noteholder Claims on account of Notes issued pursuant to the February 3 Indenture, $ 100,970,539.

(b) Treatment: Except to the extent that a holder of an Allowed Noteholder Claim agrees to different treatment, the following shall constitute full and final satisfaction of each Allowed Noteholder Claim:

(i) receipt of its Pro Rata Share among all Allowed Noteholder Claims and all Allowed Other Unsecured Claims (for the avoidance of doubt, including those whose holders elect to receive Other Unsecured Cash pursuant to Section 5.5(a)(ii) of the Plan) of 100% of the New Common Stock, subject to dilution only by: (A) the options to purchase the New Common Stock that may be issued to the Reorganized Debtors' post-Effective Date directors, officers and employees; and (B) the shares of New Common Stock issued pursuant to the Rights Offering (including any New Common Stock issued pursuant to the Rights Offering Backstop Commitment Agreement);

(ii) Subscription Rights to subscribe for its Pro Rata Share of the Rights Offering Stock for an aggregate purchase price equal to the Subscription Payment Amount;

(iii) Receipt of its Pro Rata Share among all Allowed Noteholder Claims and all Allowed Other Unsecured Claims of the Litigation Trust Interests; and

(iv) Net proceeds of Estate Accounting-Related Causes of Action shared on a pro rata basis among the Litigation Trust Beneficiaries.

For the avoidance of doubt, any New Common Stock that would have been issued to those holders of Allowed Other Unsecured Claims receiving Other Unsecured Cash if they instead elected to receive New Common Stock pursuant to Section 5.5(a)(i) of the Plan shall be distributed on a pro rata basis to holders of Allowed Noteholder Claims based on their Pro Rata Share among all Allowed Noteholder Claims.

(c) Voting: The Noteholder Claims are impaired Claims, and holders of such Claims are entitled to vote to accept or reject the Plan.

5.5. *Other Unsecured Claims (Class 5).*

(a) Treatment: Except to the extent that a holder of an Allowed Other Unsecured Claim agrees to different treatment, each holder of an Allowed Other Unsecured Claim may elect either of the following alternative treatments in full and final satisfaction of each Allowed Other Unsecured Claim:

(i) receipt of (A) its Pro Rata Share among all Allowed Noteholder Claims and all Allowed Other Unsecured Claims (for the avoidance of doubt, including those whose holders elect to receive Other Unsecured Cash pursuant to

Section 5.5(a)(ii) of the Plan) of 100% of the New Common Stock, subject to dilution only by: (I) the options to purchase the New Common Stock that may be issued to the Reorganized Debtors' post-Effective Date directors, officers and employees; and (II) the shares of New Common Stock issued pursuant to the Rights Offering (including any New Common Stock issued pursuant to the Rights Offering Backstop Commitment Agreement), (B) its Pro Rata Share among all Allowed Noteholder Claims and all Allowed Other Unsecured Claims of the Litigation Trust Interests, and (C) net proceeds of Estate Accounting-Related Causes of Action shared on a pro rata basis among the Litigation Trust Beneficiaries; or

(ii) receipt of (A) on a pro rata basis among all holders of Allowed Other Unsecured Claims that make this election, the Other Unsecured Cash, (B) its Pro Rata Share among all Allowed Noteholder Claims and all Allowed Other Unsecured Claims of the Litigation Trust Interests, and (C) net proceeds of Estate Accounting-Related Causes of Action shared on a pro rata basis among the Litigation Trust Beneficiaries.

Any holder of an Other Unsecured Claim, that becomes an Allowed Other Unsecured Claim, that does not make an affirmative election with respect to its treatment shall be deemed to have irrevocably elected to receive the consideration set forth in clause (ii) of this Section 5.5(a). For the avoidance of doubt, any New Common Stock that would have been issued to those holders of Allowed Other Unsecured Claims receiving Other Unsecured Cash if they instead elected to receive New Common Stock pursuant to Section 5.5(a)(i) of the Plan shall be distributed on a pro rata basis to holders of Allowed Noteholder Claims based on their Pro Rata Share among all Allowed Noteholder Claims.

(b) Voting: The Other Unsecured Claims are impaired Claims, and holders of such Claims are entitled to vote to accept or reject the Plan.

5.6. ***Existing Securities Laws Claims (Class 6).***

(a) Treatment: Persons holding Existing Securities Laws Claims shall not receive or retain any distribution under the Plan on account of such Existing Securities Laws Claims.

(b) Voting: In accordance with section 1126(g) of the Bankruptcy Code, Persons holding Existing Securities Laws Claims are conclusively presumed to reject this Plan on account of such Existing Securities Laws Claims and are not entitled to vote to accept or reject the Plan.

5.7. ***Existing Common Stock Interests and Existing Securities Laws Claims on Account Thereof (Class 7).***

(a) Treatment: Existing Common Stock shall be cancelled and holders of Existing Common Stock Interests and Existing Securities Laws Claims on account thereof shall not be entitled to any distribution under the Plan.

(b) Voting: In accordance with section 1126(g) of the Bankruptcy Code, the holders of Existing Common Stock Interests and Existing Securities Laws Claims on account thereof are conclusively presumed to reject this Plan and are not entitled to vote to accept or reject the Plan.

ARTICLE VI.

ACCEPTANCE OR REJECTION OF THE PLAN; EFFECT OF REJECTION BY ONE OR MORE CLASSES OF CLAIMS OR EQUITY INTERESTS

6.1. *Class Acceptance Requirement.*

As is required by section 1126 of the Bankruptcy Code, a Class of Claims shall have accepted the Plan if it is accepted by at least two-thirds (2/3) in amount and more than one-half (1/2) in number of the Allowed Claims in such Class that have voted on the Plan.

6.2. *Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code or "Cramdown".*

Because certain Classes are deemed to have rejected this Plan, the Debtors will request confirmation of this Plan under section 1129(b) of the Bankruptcy Code. The Debtors reserve the right, with the consent of the Required Consenting Lenders, the Required Consenting Noteholders and (solely with respect to the Committee Plan Issues) the Creditors' Committee (which consents shall not be unreasonably withheld or delayed), to alter, amend, modify, revoke or withdraw this Plan or any Plan Document in order to satisfy the requirements of section 1129(b) of the Bankruptcy Code, if necessary. For the avoidance of doubt, nothing in this provision shall alter any requirement in Section 1.122 that a Plan Document must be in form and substance reasonably satisfactory to the Required Consenting Lenders, the Required Consenting Noteholders, or the Creditors' Committee, as applicable and to the extent set forth therein.

6.3. *Elimination of Vacant Classes.*

Any Class of Claims or Interests that does not have a holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

6.4. *Voting Classes.*

If a Class contains Claims or Interests eligible to vote and no holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Debtors may request a ruling at the Confirmation Hearing that the Plan shall be deemed accepted by the holders of such Claims or Interests in such Class.

6.5. *Confirmation of All Cases.*

Except as otherwise specified herein, the Plan shall not be deemed to have been confirmed unless and until the Plan has been confirmed as to each of the Debtors; provided, however, that the Debtors, in their sole discretion and with the consent of the Required Consenting Lenders, the Required Consenting Noteholders and (solely with respect to the Committee Plan Issues) the Creditors' Committee (which consents shall not be unreasonably withheld or delayed), may at any time waive this Section 6.5.

ARTICLE VII.

MEANS FOR IMPLEMENTATION

7.1. *Restructuring Transaction.*

On or as of the Effective Date, the Plan Distributions shall be effectuated pursuant to the following transactions (collectively, the "**Restructuring Transaction**"):

(a) pursuant to sections 1141(b) and (c) of the Bankruptcy Code, and except as otherwise provided in the Plan, the property of each Estate shall vest in the applicable Reorganized Debtor, free and clear of all Claims and Interests including any and all claims, liens, encumbrances, charges, and other interests, except as provided in the Plan, the Amended and Restated Secured Credit Agreement, the Exit LC Facility, the Backstop Term Loan, the other Plan Documents or the Confirmation Order. The Reorganized Debtors may operate their businesses and may use, acquire, and dispose of property free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules and in all respects as if there were no pending case under any chapter or provision of the Bankruptcy Code, except as provided herein;

(b) all Existing Common Stock Interests shall be deemed cancelled as of the Effective Date. Reorganized RMC shall issue the New Common Stock pursuant to the terms of the Plan and, in the event the Debtors and the Required Consenting Noteholders determine that a Stockholders Agreement and/or Registration Rights Agreement will be executed and delivered in connection with the Plan, enter into the Stockholders Agreement and/or the Registration Rights Agreement;

(c) Reorganized RMC and certain of the Reorganized Debtors shall enter into the Amended and Restated Secured Credit Agreement, the Exit LC Facility and the Backstop Term Loan;

(d) Reorganized RMC shall issue the Rights Offering Stock to the Rights Offering Purchasers;

(e) the Debtors shall consummate the Plan by (i) making distributions of the New Common Stock and Cash, including the Prepayment and the Secured Lender Fee Claims, (ii) entering into the Stockholders Agreement (if applicable), the Registration Rights Agreement (if applicable), the Amended and Restated Secured Credit Agreement, the Exit LC Facility, and the Backstop Term Loan, and (iii) issuing the Rights Offering Stock; and

(f) the releases and exculpation set forth in Sections 12.8 and 12.9 herein, which are an essential element of the Restructuring Transaction, shall become effective.

7.2. *Rights Offering.*

(a) Issuance of Rights. Each holder of a Noteholder Claim as of the Rights Offering Record Date will receive a Subscription Form to subscribe for its Pro Rata Share of the Rights Offering Stock for an aggregate purchase price equal to the applicable Subscription Payment Amount. In accordance with the Rights Offering Backstop Commitment Agreement, the Rights Offering Backstop Investors have committed to purchase all Remaining Rights Offering Stock. The Rights Offering Stock, including the Remaining Rights Offering Stock, will be issued to the Rights Offering Purchasers and/or the Rights Offering Backstop Investors, as applicable, for an aggregate purchase price equal to the Rights Offering Amount. On the Effective Date, Reorganized RMC shall be authorized to consummate the transactions contemplated by the Rights Offering and the Rights Offering Backstop Commitment Agreement, including any agreement or document entered into in connection therewith, and all such agreements and documents shall become effective and binding in accordance with their respective terms (to the extent not effective and binding prior to the Effective Date) and conditions upon the parties thereto, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person.

(b) Subscription Period. The Rights Offering shall commence on the Subscription Commencement Date and shall expire on the Subscription Deadline. Each holder of a Noteholder Claim as of the Rights Offering Record Date (or a subsequent holder of a Noteholder Claim if transferred in accordance with Section 7.2(d)) that intends or desires to participate in the Rights Offering must affirmatively elect to exercise its Subscription Rights by (i) completing and returning its Subscription Form to the entities specified in the applicable Subscription Form (and causing its Nominee to complete and return any required Subscription Form to the entities specified in the applicable Nominee's Subscription Form), and (ii) causing its Nominee to tender its Subscription Payment Amount by wire transfer of immediately available funds such that the Subscription Form(s) of the holder of a Noteholder Claim and its Nominee and the Subscription Payment Amount are actually received by the Subscription Agent on or prior to the Subscription Deadline in accordance with the terms of this Plan and the Subscription Form(s). After the Subscription Deadline, all Remaining Rights Offering Stock shall be allocated to and purchased by the Rights Offering Backstop Investors, in accordance with the terms and conditions of the Backstop Commitment Agreement.

(c) Exercise of Subscription Rights and Payment of Subscription Payment Amount. On the Subscription Commencement Date, the Subscription Agent will mail the Subscription Form to each holder of a Noteholder Claim and their applicable Nominees known as of the Rights Offering Record Date, together with appropriate instructions for the proper completion, due execution, and timely delivery of the Subscription Form, as well as instructions for the payment of the Subscription Payment Amount for that portion of the Subscription Rights sought to be exercised by such Person. The Debtors may adopt such additional detailed procedures consistent with the provisions of this Plan to more efficiently administer the exercise of the Subscription Rights. In order to exercise the Subscription Rights, each holder of a

Noteholder Claim as of the Rights Offering Record Date must (i) return a duly completed Subscription Form (making a binding and irrevocable commitment to participate in the Rights Offering) to the entities specified in the applicable Subscription Form (and causing its Nominee to complete and return any required Subscription Form to the entities specified in the applicable Nominee's Subscription Form), and (ii) cause its applicable Nominee to tender its Subscription Payment Amount by wire transfer of immediately available funds to the Subscription Agent, such that the Subscription Form(s) of the holder of a Noteholder Claim and its Nominee and the Subscription Payment Amount are actually received by the Subscription Agent on or before the Subscription Deadline. All payments for the exercise of Subscription Rights received shall be held in trust in a separate account free and clear of all liens, claims and encumbrances until the Effective Date. In the event the conditions to the Effective Date are not met or waived (and to the extent not waived, cured within ten (10) Business Days), such payments shall be promptly returned, without accrual or payment of any interest thereon, to the applicable Rights Offering Purchaser, without reduction, offset or counter-claim. If the Subscription Agent for any reason does not receive from a given holder of Subscription Rights a duly completed Subscription Form (and a duly completed Subscription Form of such holder's Nominee) and the applicable Subscription Payment Amount on or prior to the Subscription Deadline, then such holder shall be deemed to have forever and irrevocably relinquished and waived its right to participate in the Rights Offering and such rights shall be allocated to the Rights Offering Backstop Investors. On the Rights Offering Backstop Notification Date, the Subscription Agent will notify each Rights Offering Backstop Investor of its portion of the Remaining Rights Offering Stock that such Rights Offering Backstop Investor is obligated to purchase pursuant to the Rights Offering Backstop Commitment Agreement and the purchase price therefor. Each Rights Offering Backstop Investor must tender its Subscription Payment Amount for its portion of the Remaining Rights Offering Stock to the Debtors so that it is actually received on or prior to the Rights Offering Backstop Payment Date.

(d) No Transfer; Detachment Restrictions; No Revocation. The Subscription Rights are not transferable or detachable, except for (a) transfers by a holder of Noteholder Claims to one or more of its affiliates or another holder of Noteholder Claims, or (b) with the consent of the Required Backstop Parties and the Debtors, to a third party; provided, that for clauses (a) and (b): (i) the Subscription Rights are issued in connection with each holder's Noteholder Claims as of the Rights Offering Record Date; (ii) no transfer, assignment or other disposition of the Subscription Rights may be made except in connection with the transfer, assignment or disposition of the corresponding Notes; (iii) upon any valid exercise of Subscription Rights and payment of the applicable Subscription Payment Amount by any Rights Offering Purchaser, such Rights Offering Purchaser shall not thereafter transfer, assign or otherwise dispose of any corresponding Notes on or prior to the Effective Date or the right to receive Rights Offering Stock prior to the distribution of such Rights Offering Stock to the applicable Rights Offering Purchaser; (iv) no transfer, assignment or other disposition of the Subscription Rights of any Rights Offering Backstop Investor may be made unless such Rights Offering Backstop Investor's transferee agrees to an assignment or transfer of such Rights Offering Backstop Investor's commitment, as set forth in the Rights Offering Backstop Commitment Agreement, to subscribe for the Rights Offering Stock in connection with such transferred Subscription Rights; and (v) no assignment or transfer of a Rights Offering Backstop Investor's commitment, as set forth in the Rights Offering Backstop Commitment Agreement, may be made without the prior written consent of the Debtors unless such Rights Offering

Backstop Investor's transferee is an affiliate of such Rights Offering Backstop Investor or is another Rights Offering Backstop Investor. Any transfer or detachment, or attempted transfer or detachment, in violation of this restriction will be null and void and the Debtors will not treat any purported transferee of the Subscription Rights separate from the Noteholder Claims as the holder of any Subscription Rights. Once a holder of a Noteholder Claim has exercised any of its Subscription Rights by properly executing and delivering a Subscription Form and causing the tender of the corresponding Subscription Payment Amount to the Subscription Agent, such exercise may only be revoked, rescinded or annulled in the sole discretion of the Debtors or Reorganized Debtors.

(e) Distribution of Rights Offering Stock. On, or as soon as reasonably practicable after, the Effective Date, Reorganized RMC or another applicable Disbursing Agent shall distribute the Rights Offering Stock purchased by such Rights Offering Purchaser set forth in the Subscription Form or Rights Offering Backstop Investor to such Rights Offering Purchaser set forth in the Subscription Form or Rights Offering Backstop Investor. In the event the Debtors and the Required Consenting Noteholders determine that a Stockholders Agreement and/or Registration Rights Agreement will be executed and delivered in connection with the Plan, upon receipt of its Rights Offering Stock, each Rights Offering Purchaser that receives new Common Stock shall be deemed to have executed, as of the Effective Date, the Stockholders Agreement and/or Registration Rights Agreement, as applicable.

(f) Validity of Exercise of Subscription Rights. All questions concerning the timeliness, validity, form, and eligibility of any exercise, or purported exercise, of Subscription Rights shall be determined by the Debtors or Reorganized Debtors. The Debtors or Reorganized Debtors, in their reasonable discretion exercised in good faith, may waive any defect or irregularity, or permit a defect or irregularity to be corrected within such times as they may determine, or reject the purported exercise of any Subscription Rights. A Subscription Form shall be deemed not to have been received or accepted until all irregularities have been waived or cured within such time as the Debtors or Reorganized Debtors determine in their discretion reasonably exercised in good faith. The Debtors or Reorganized Debtors will use commercially reasonable efforts to give written notice to any Rights Offering Purchaser regarding any defect or irregularity in connection with any purported exercise of Subscription Rights by such Person and may permit such defect or irregularity to be cured within such time as they may determine in good faith to be appropriate; provided, however, that neither the Debtors and Reorganized Debtors nor any of their Related Persons shall incur any liability for giving, or failing to give, such notification and opportunity to cure.

(g) Rights Offering Proceeds. The proceeds of the Rights Offering will provide $135 million in capital to the Reorganized Debtors, which shall be used to indefeasibly pay in cash in full all DIP Claims arising under the DIP Credit Agreement on the Effective Date, fund other payments required under this Plan including the Prepayment on the Effective Date, and for ordinary course operations and general corporate purposes of the Reorganized Debtors after the Effective Date.

(h) Exit Issuance Deposit. On the Effective Date, the DIP Agent and RM Funding Escrow LLC shall execute and deliver joint written instructions to The PrivateBank and Trust Company to release the Exit Issuance Deposit to RM Funding Escrow LLC for

distribution by RM Funding Escrow LLC to the Consenting Noteholders that are members of RM Funding Escrow LLC.

(i) Deposit Fee. In consideration for the Exit Issuance Deposit, on the Effective Date, Reorganized RMC shall issue to the Consenting Noteholders that are members of RM Funding Escrow LLC their respective shares of the Exit Issuance Deposit Fee based on the amount of the total Exit Issuance Deposit they funded.

(j) Commitment Fee. On the Effective Date, Reorganized RMC shall issue to the Consenting Noteholders that are parties to the Rights Offering Backstop Commitment Agreement their respective shares of the Exit Issuance Backstop Fee pursuant to the terms of the Rights Offering Commitment Agreement.

7.3. *Corporate Action.*

The Debtors shall continue to exist as the Reorganized Debtors on and after the Effective Date, with all of the powers of corporations, limited liability companies or limited partnerships, as the case may be, under applicable law. The certificates of incorporation or operating agreements, as applicable, of each Reorganized Debtor shall, *inter alia,* prohibit the issuance of nonvoting stock to the extent required by section 1123(a)(6) of the Bankruptcy Code. The adoption of any new or amended and restated operating agreements, certificates of incorporation and by-laws of each Reorganized Debtor and the other matters provided for under the Plan involving the corporate or entity structure of the Debtors or the Reorganized Debtors, as the case may be, or limited liability company or corporate action to be taken by or required of the Debtors or the Reorganized Debtors, as the case may be, shall be deemed to have occurred and be effective as provided herein and shall be authorized and approved in all respects, without any requirement of further action by members, stockholders or directors of the Debtors or the Reorganized Debtors, as the case may be, and shall not constitute a change of control of any Debtor for any purpose. Without limiting the foregoing, the Reorganized Debtors shall be authorized, without any further act or action required, to issue all New Common Stock and New Preferred Stock, and any instruments required to be issued hereunder, to undertake, consummate and execute and deliver any documents relating to the Restructuring Transaction and to undertake any action or execute and deliver any document contemplated under the Plan. The Confirmation Order shall provide that it establishes conclusive corporate or other authority, and evidence of such corporate or other authority, required for each of the Debtors and the Reorganized Debtors to undertake any and all acts and actions required to implement or contemplated by the Plan, including the specific acts or actions or documents or instruments identified in this Article VII, and no board, member or shareholder vote shall be required with respect thereto. Without limiting the foregoing, the Reorganized Debtors may pay the charges that they incur on or after the Effective Date for professionals' fees, disbursements, expenses or related support services without application to the Bankruptcy Court.

7.4. *Effectuating Documents and Further Transactions.*

The Debtors and the Reorganized Debtors shall be authorized to execute, deliver, file, or record such documents, contracts, instruments, and other agreements and take such other action as may be necessary to effectuate and further evidence the terms and conditions of the

Plan, so long as such documents, contracts, instruments and other agreements are consistent with the Plan.

7.5. *Cancellation of Existing Securities and Agreements.*

Except for the purpose of evidencing a right to distribution under this Plan, and except as otherwise set forth herein, including in Section 12.3 of this Plan, on the Effective Date all agreements, instruments, and other documents evidencing any Claim or any Existing Common Stock Interest, other than Intercompany Interests, and any rights of any holder in respect thereof, shall be deemed cancelled, discharged and of no force or effect.

7.6. *Intercompany Interests.*

No Intercompany Interests shall be cancelled pursuant to this Plan, and all Intercompany Interests shall continue in place following the Effective Date, solely for the purpose of maintaining the existing corporate structure of the Debtors and the Reorganized Debtors.

7.7. *Cancellation of Certain Existing Security Interests.*

Upon the full payment or other satisfaction of an Allowed Other Secured Claim, or promptly thereafter, the holder of such Allowed Other Secured Claim shall deliver to the Debtors or Reorganized Debtors (as applicable) any termination statements, instruments of satisfactions, or releases of all security interests with respect to its Allowed Other Secured Claim that may be reasonably required in order to terminate any related financing statements, mortgages, mechanic's liens, or *lis pendens*.

7.8. *Officers and Boards of Directors.*

(a) The existing boards of directors of the Debtors shall be deemed to have resigned on and as of the Effective Date. On the Effective Date, the boards of directors of the Reorganized Debtors shall consist of those individuals that will be identified on Exhibit K hereto and filed as part of the Plan Supplement. The members of the board of directors of each Debtor prior to the Effective Date, in their capacities as such, shall have no continuing obligations to the Reorganized Debtors on or after the Effective Date. Following the occurrence of the Effective Date, the board of directors of each Reorganized Debtor may be replaced by such individuals as are selected in accordance with the organizational documents of such Reorganized Debtor.

(b) On the Effective Date, the officers of the Reorganized Debtors shall consist of those individuals identified on Exhibit L hereto and filed as part of the Plan Supplement.

7.9. *Management Agreements and Management Equity Plan.*

(a) As soon as reasonably practicable after the Effective Date, Reorganized RMC and certain of the Reorganized Debtors shall execute the Management Agreements.

(b) As soon as reasonably practicable after the Effective Date, the board of

directors of Reorganized RMC shall adopt the Management Equity Plan.

7.10. ***Authorization, Issuance and Delivery of New Common Stock and New Preferred Stock.***

(a) On the Effective Date, Reorganized RMC is authorized to issue or cause to be issued the New Common Stock and New Preferred Stock in accordance with the terms of this Plan and the Amended Certificate, without the need for any further corporate or shareholder action.

(b) On the Effective Date, Reorganized RMC shall issue and cause to be delivered the New Common Stock and New Preferred Stock at the direction of the applicable Disbursing Agent for distribution in accordance with the terms of the Plan.

(c) In the event the Debtors and the Required Consenting Noteholders determine that a Stockholders Agreement and/or Registration Rights Agreement will be executed and delivered in connection with the Plan, upon receipt of its Pro Rata Share of the New Common Stock under the Plan, each holder of an Allowed Unsecured Claim that receives New Common Stock shall be deemed to have executed, as of the Effective Date, the Stockholders Agreement and/or Registration Rights Agreement.

(d) In the event the Debtors and the Required Consenting Noteholders determine that a Stockholders Agreement and/or Registration Rights Agreement will be executed and delivered in connection with the Plan, upon receipt of its portion of the New Common Stock issued pursuant to the Rights Offering (including any New Common Stock issued pursuant to the Rights Offering Backstop Commitment Agreement), each Rights Offering Purchaser shall be deemed to have executed, as of the Effective Date, the Stockholders Agreement and/or Registration Rights Agreement.

7.11. ***Exemption from Securities Laws.***

The issuance of New Common Stock and New Preferred Stock pursuant to the Plan (including the Rights Offering Stock and the New Common Stock issued under the Management Equity Plan) shall be exempt from any securities laws registration requirements to the fullest extent permitted by section 1145 of the Bankruptcy Code.

7.12. ***Amended and Restated Secured Credit Agreement and Exit LC Facility.***

On the Effective Date, without any requirement of further action by security holders or directors of the Debtors, each of the Reorganized Debtors shall be authorized to enter into the Amended and Restated Secured Credit Agreement and the Exit LC Facility, as well as any notes, documents or agreements required thereunder, including any documents required in connection with the creation or perfection of the liens on collateral securing the obligations arising under the Amended and Restated Secured Credit Agreement and the Exit LC Facility. All persons receiving Converted Term Loan Obligations and/or Existing Term Loan Obligations pursuant to the Plan are, by their receipt of such Converted Term Loan Obligations and/or Existing Term Loan Obligations, deemed to be parties to and bound by the Amended and Restated Secured Credit Agreement and all documents related thereto.

7.13. ***Exemption from Certain Transfer Taxes.***

To the fullest extent permitted by applicable law, all sale transactions consummated by the Debtors and approved by the Bankruptcy Court on and after the Confirmation Date through and including the Effective Date, including the transfers effectuated under the Plan, the sale by the Debtors of any owned property pursuant to section 363(b) or 1123(b)(4) of the Bankruptcy Code, any assumption, assignment, and/or sale by the Debtors of their interests in unexpired leases of non-residential real property or executory contracts pursuant to section 365(a) of the Bankruptcy Code, and the creation, modification, consolidation or recording of any mortgage pursuant to the terms of the Plan, the Amended and Restated Secured Credit Agreement, the Backstop Term Loan, the Exit LC Facility or ancillary documents, shall constitute a "transfer under a plan" within the purview of section 1146 of the Bankruptcy Code, and shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

7.14. ***Insurance Preservation and Proceeds.***

Nothing in the Plan, including any releases, shall diminish or impair the enforceability of any policies of insurance that cover claims against the Debtors, the Reorganized Debtors or any other Person, and all such policies shall vest in the Reorganized Debtors as of and subject to the occurrence of the Effective Date. For the avoidance of doubt, except as set forth in Section 10.6 of the Plan, to the extent such policies of insurance are executory contracts subject to assumption pursuant to section 365 of the Bankruptcy Code, such policies of insurance shall not be deemed assumed by the Reorganized Debtors, and (i) the self-insured portion of Claims arising under any insurance policies held by the Debtors prior to the Commencement Date shall, as to the Debtors, be treated as Other Unsecured Claims and (ii) neither the Debtors nor the Reorganized Debtors shall be obligated to pay any deductibles or self-insured retentions or take other actions with respect thereto. The Reorganized Debtors shall continue to perform under their insurance policies in the ordinary course of business with respect to any Claims arising following the Commencement Date. For the avoidance of doubt, this Section 7.14 shall not apply in any way to the ACE Insurance Program.

7.15. ***Solicitation of Debtors.***

Notwithstanding anything to the contrary herein, each Debtor that would otherwise be entitled to vote to accept or reject this Plan as a holder of a Claim against or Interest in another Debtor shall not be solicited for voting purposes, and such Debtor will be deemed to have voted to accept this Plan.

7.16. ***The Litigation Trust.***

(a) On the Effective Date, the Debtors, the Reorganized Debtors, and/or Reorganized RMC, as the case may be, on their own behalf and on behalf of the Litigation Trust Beneficiaries shall execute the Litigation Trust Agreement and shall take all other steps necessary to establish the Litigation Trust in accordance with and pursuant to the terms of the Litigation Trust Agreement, including, without limitation, entry into and execution of the Cooperation Agreement. The Litigation Trustee shall serve in accordance with the Litigation

Trust Agreement without bond or similar instrument. The Debtors, the Reorganized Debtors, and/or Reorganized RMC, as the case may be, shall transfer the Litigation Trust Assets to the Litigation Trust. 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 of the Litigation Trust Claims to the Litigation Trust Beneficiaries, except as expressly set forth in Section 8.16 of this Plan with respect to an Employment Claim. Any recoveries on account of the Litigation Trust Claims shall be distributed to holders of the Litigation Trust Interests in accordance with the Plan and the Litigation Trust Agreement.

(b) In connection with the transfer of the Litigation Trust Claims, any attorney-client privilege, work-product privilege or other privilege or immunity attaching to any documents or communications (whether written or oral) shall be transferred to the Litigation Trust and shall vest in the Litigation Trustee and its representatives. The Debtors, the Reorganized Debtors and/or Reorganized RMC, as the case may be, and the Litigation Trustee are authorized to take all necessary actions to effectuate the transfer of such privileges. The Confirmation Order shall provide that the Litigation Trustee's receipt of transferred privileges shall be without waiver in recognition of the joint and/or successorship interest in prosecuting claims on behalf of the Debtors' Estates.

(c) The transfer of the Litigation Trust Assets to the Litigation Trust shall be made, as provided herein, for the benefit of the Litigation Trust Beneficiaries. Upon the transfer of the Litigation Trust Assets, the Debtors, the Reorganized Debtors and/or Reorganized RMC, as the case may be, shall have no interest in or with respect to the Litigation Trust Assets or the Litigation Trust. To the extent that any Litigation Trust Assets cannot be transferred to the Litigation Trust because of a restriction on transferability under applicable non-bankruptcy law that is not superseded or preempted by section 1123 of the Bankruptcy Code or any other provision of the Bankruptcy Code, such Litigation Trust Assets shall be deemed to have been retained by Reorganized RMC and the Litigation Trustee shall be deemed to have been designated as a representative of Reorganized RMC pursuant to section 1123(b)(3)(B) of the Bankruptcy Code to enforce and pursue such Litigation Trust Assets on behalf of Reorganized RMC. Notwithstanding the foregoing, all net proceeds of such Litigation Trust Assets shall be transferred to the Litigation Trust to be distributed to the Litigation Trust Beneficiaries consistent with the terms of the Plan and the Litigation Trust Agreement. For the avoidance of doubt, net proceeds of Estate Accounting-Related Causes of Action shall be shared on a pro rata basis among the Litigation Trust Beneficiaries.

(d) The Litigation Trust shall be established for the sole purpose of liquidating the Litigation Trust Assets, in accordance with Treasury Regulation Section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business.

(e) The Litigation Trustee may establish a reserve on account of Claims that are Disputed. The Litigation Trustee may, for U.S. federal income tax purposes (and, to the extent permitted by law, for state and local income tax purposes), (i) make an election pursuant to Treasury Regulation section 1.468B-9 to treat such reserve as a "disputed ownership fund" within the meaning of that section, (ii) allocate taxable income or loss to such reserve, with respect to any given taxable year (but only for the portion of the taxable year with respect to

which such Claims are Disputed), and (iii) distribute assets from the reserve as, when, and to the extent, such Claims that are Disputed cease to be Disputed, whether by virtue of becoming Allowed or otherwise resolved. The Litigation Trust Beneficiaries shall be bound by such election, if made by the Litigation Trustee, and as such shall, for U.S. federal income tax purposes (and, to the extent permitted by law, for state and local income tax purposes), report consistently therewith.

(f) The Litigation Trust shall be dissolved no later than five (5) years from the Effective Date, unless the Bankruptcy Court, upon motion made within the six (6) month period prior to such fifth (5th) anniversary (and, in the event of further extension, at least six (6) months prior to the end of the preceding extension), determines that a fixed period extension (not to exceed three (3) years, together with any prior extensions, without a favorable letter ruling from the IRS that any further extension would not adversely affect the status of the Litigation Trust as a liquidating trust for federal income tax purposes) is necessary to facilitate or complete the recovery on and liquidation of the Litigation Trust Assets.

(g) To the extent the interests in the Litigation Trust are deemed to be "securities," the issuance of such interests under the Plan are exempt, pursuant to section 1145 of the Bankruptcy Code, from registration under the Securities Act of 1933, as amended, and any applicable state and local laws requiring registration of securities.

7.17. *The 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, 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. 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 this Plan and the Creditor Representative Plan Supplement.

7.18. *No Consent to Change of Control Required.*

Notwithstanding anything to the contrary herein, none of (a) the facts or circumstances giving rise to the commencement of, or occurring in connection with, the Reorganization Cases, (b) the issuance of the New Common Stock or New Preferred Stock pursuant to the Plan, or (c) implementation or consummation of any other transaction pursuant to the Plan shall constitute a "change in ownership" or "change of control" (or a change in working control) of, or in connection with, any Debtor or Reorganized Debtor requiring the consent of any Person other than the Debtors or the Bankruptcy Court, including in connection with any local municipal licensing arrangement or under any executory contract or other agreement (whether entered into before or after the Commencement Date) between any Debtor and any third party, or any law (including the common law), statute, rule or any other regulation

otherwise applicable to any Debtor.

ARTICLE VIII.

DISTRIBUTIONS

8.1. ***Distributions.***

Except as set forth in section 8.2 below, the Disbursing Agent shall make all Plan Distributions to the appropriate holders of Allowed Claims, free and clear of all liens, claims and encumbrances; provided, however, that (i) all Plan Consideration distributable to the Secured Lenders on account of the Allowed Secured Lender Claims shall be made to the Secured Credit Agreement Administrative Agent for further distribution to the Secured Lenders; and (ii) any distributions of Plan Consideration in respect of which the Notes Trustee is the Disbursing Agent which consist of physical certificates and/or is distributable to holders of Allowed Noteholder Claims other than Depository Trust Company Participants, shall be made by the Reorganized Debtors in accordance with information provided by the Disbursing Agent.

8.2. ***Delivery of Distributions on Account of DIP Claims.***

Distributions on account of DIP Claims (to the extent not previously paid) shall be made on the Effective Date by the Reorganized Debtors or the Debtors, as applicable, to the DIP Agent. The DIP Agent shall act as the Disbursing Agent and distribute the relevant Plan Distributions to holders of Allowed DIP Claims, pursuant to the terms of the Plan.

8.3. ***Distributions on Account of Allowed Claims Only.***

Notwithstanding anything herein to the contrary, no Plan Distribution shall be made on account of a Claim until such Claim becomes an Allowed Claim. Further notwithstanding anything to the contrary, no Plan Distribution shall be made on account of a Claim, even if such Claim becomes an Allowed Claim, to the extent a Litigation Trust Claim, Estate Accounting-Related Cause of Action, or Business Cause of Action is being pursued against the holder of such Claim or Allowed Claim and has not been finally disposed.

8.4. ***No Postpetition Interest on Claims.***

Unless otherwise specifically provided for in the Confirmation Order or the DIP Order, or required by applicable bankruptcy law, postpetition interest shall not accrue or be paid on any Claims, and no holder of a Claim shall be entitled to interest accruing on such Claim on or after the Commencement Date. For the avoidance of doubt, all Adequate Protection Payments, as defined in the DIP Order, shall be deemed Allowed Claims under the Plan and shall not be subject to disallowance, recharacterization, avoidance, subordination or disgorgement.

8.5. ***Date of Distributions.***

Unless otherwise provided herein, any distributions and deliveries to be made hereunder shall be made on the later of (i) the Effective Date and (ii) the first Business Day after the date a Claim becomes an Allowed Claim, or as soon thereafter as is reasonably practicable

(but no later than thirty (30) days after the date such Claim becomes an Allowed Claim). In the event that any payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on, or as soon as reasonably practicable after the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

8.6. ***Distribution Record Date.***

As of the close of business on the applicable Distribution Record Date, the various lists of holders of Claims in each of the Classes, as maintained by the Debtors, the Administrative Agents, the Notes Trustee or their respective agents, shall be deemed closed and there shall be no further changes in the record holders of any of the Claims. The Debtors shall have no obligation to recognize any transfer of Claims occurring after the close of business on the applicable Distribution Record Date. Additionally, with respect to payment of any Cure Amounts or any Cure Disputes in connection with the assumption and/or assignment of the Debtors' executory contracts and unexpired leases, the Debtors shall have no obligation to recognize or deal with any party other than the non-Debtor party to the underlying executory contract or unexpired lease, even if such non-Debtor party has sold, assigned or otherwise transferred its Claim for a Cure Amount.

8.7. ***No Recourse.***

No holder of any Claim shall have recourse to the Reorganized Debtors (or any property thereof), other than with regard to Plan Distributions and the enforcement of rights under the Plan.

8.8. ***Method of Cash Distributions.***

Any Cash payment to be made pursuant to the Plan will be in U.S. dollars and may be made by draft, check, or wire transfer, in the sole discretion of the Debtors or the Reorganized Debtors, or as otherwise required or provided in any relevant agreement or applicable law.

8.9. ***Fractional Shares.***

No fractional shares of New Common Stock shall be distributed. When any distribution would otherwise result in the issuance of a number of shares of New Common Stock that is not a whole number, the shares of the New Common Stock subject to such distribution will be rounded to the next higher or lower whole number as follows: (a) fractions equal to or greater than ½ will be rounded to the next higher whole number; and (b) fractions less than ½ will be rounded to the next lower whole number. The total number of shares of New Common Stock to be distributed on account of Allowed Claims will be adjusted as necessary to account for the rounding provided for in the Plan. No consideration will be provided in lieu of fractional shares that are rounded down.

8.10. ***No Distribution in Excess of Allowed Amount of Claim.***

Notwithstanding anything to the contrary herein, no holder of an Allowed Claim shall receive in respect of such Claim any Plan Distribution in excess of the Allowed amount of such Claim.

8.11. ***Disputed Payments.***

If any dispute arises as to the proper disbursement of Plan Consideration, including the identity of a holder of an Allowed Claim who is to receive any Plan Distribution, the Reorganized Debtors may, in lieu of making such Plan Distribution, make such Plan Distribution into a segregated account until the disposition thereof shall be determined by Bankruptcy Court order or by written agreement among the interested parties.

8.12. ***Setoffs and Recoupments.***

Each Reorganized Debtor, or such entity's designee as instructed by such Reorganized Debtor, after consultation with the Creditor Representative, may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off and/or recoup against any Allowed Claim, and the Plan Distributions to be made pursuant to the Plan on account of such Allowed Claim, any and all claims, rights and causes of action that a Reorganized Debtor or its successors may hold against and have been asserted in writing against the holder of such Allowed Claim after the Effective Date, provided that any setoff or recoupment against Plan Distributions must be asserted in writing by the Reorganized Debtors prior to the date such Plan Distributions become payable pursuant to the terms of the Plan. In the absence of a written objection by such holder of an Allowed Claim within fifteen (15) days of the delivery of such a writing from a Reorganized Debtor or its successors, it shall be conclusively presumed that the requirements for disallowance of a Claim under section 502(d) of the Bankruptcy Code or setoff or recoupment under applicable law have been satisfied. If the holder of such Allowed Claim timely responds to the Reorganized Debtors' written assertion that setoff or recoupment against such holder is not appropriate, the party asserting such right must seek an order of the Bankruptcy Court allowing such setoff or recoupment; provided, however, that neither the failure to effect a setoff or recoupment nor the allowance of any Claim hereunder will constitute a waiver or release by a Reorganized Debtor or its successor of any and all claims, rights, defenses and causes of action that a Reorganized Debtor or its successor may possess against such holder.

8.13. ***Delivery of Distributions.***

Unless otherwise provided for under the Plan (including Sections 8.1 and 8.2 herein), on, or as promptly as reasonably practicable after, the Effective Date, the Disbursing Agent will issue, or cause to be issued, and authenticate, as applicable, the applicable Plan Consideration, and, except as otherwise provided in this Article VIII (including Sections 8.1 and 8.2 herein), make all distributions or payments to any holder of an Allowed Claim to the relevant Distribution Address.

8.14. ***Unclaimed Property.***

The Reorganized Debtors or applicable Disbursing Agent shall hold all Unclaimed Property (and all interest, dividends, and other distributions thereon), for the benefit of the holders of Claims entitled thereto under the terms of the Plan; provided, however, that any Unclaimed Property consisting of New Common Stock in respect of which the Notes Trustee is the Disbursing Agent shall be held by the Reorganized Debtors. If a holder of an Allowed Claim notifies the Reorganized Debtors or applicable Disbursing Agent, in accordance with Section 13.17 of the Plan, of such holder's then-current address, such holder shall be entitled to all Plan Distributions owed to such holder of an Allowed Claim (and all interest, dividends, and other distribution thereon accrued during the time such Plan Consideration was Unclaimed Property). At the end of one (1) year following the later of (a) the Effective Date, and (b) the date a Claim is first Allowed, the holders of Allowed Claims theretofore entitled to Unclaimed Property held pursuant to this section shall be deemed to have forfeited such property, whereupon all right, title and interest in and to such property shall immediately and irrevocably revest in the Reorganized Debtors, such holders shall cease to be entitled thereto and: (a) any such Unclaimed Property that is Cash (including Cash interest, maturities, dividends and the like) shall be property of the Reorganized Debtors free of any restrictions thereon; and (b) any New Common Stock or New Preferred Stock that is Unclaimed Property shall be cancelled. The Reorganized Debtors or the applicable Disbursing Agent shall have no obligation to attempt to locate any holder of an Allowed Claim other than by reviewing the Debtors' books and records, proofs of Claim filed against the Debtors, or relevant registers maintained for such Claims; rather, such Unclaimed Property shall be reallocated to other creditors holding Allowed Other Unsecured Claims that do not elect to receive New Common Stock pursuant to Section 5.5(a)(i) of this Plan.

8.15. ***Distribution Minimum.***

Neither the Reorganized Debtors, nor any applicable Disbursing Agent, shall have any obligation to make a distribution that is less than one (1) share of New Common Stock, one (1) share of New Preferred Stock, or $20.00 in Cash, as may be applicable. For the avoidance of doubt, if the distributions payable or that become payable to a holder of an Allowed Claim are, in the aggregate, $20.00 or more in Cash, the Reorganized Debtors or the applicable Disbursing Agent shall be obligated to make the distribution to such holder on the first Monthly Distribution Date after such holder becomes entitled to the aggregate distribution of $20.00 or more in Cash.

8.16. ***Withholding Taxes.***

Any federal or state withholding taxes or other amounts required to be withheld under any applicable law shall be deducted and withheld from any Plan Distributions. All Persons holding Claims shall be required to provide any information necessary to effect the withholding of such taxes. Notwithstanding any other provision of this Plan, except as set forth in this Section 8.16, (a) each holder of an Allowed Claim that is to receive a distribution under this Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding and other tax obligations on account of such distribution, and (b) no Plan Distributions shall be required to be made to or on behalf of such holder pursuant to this Plan unless and until such holder has made arrangements satisfactory to the Reorganized Debtors for the payment and satisfaction of such

tax obligations or has, to the Reorganized Debtors' satisfaction, established an exemption therefrom. Notwithstanding the foregoing, the Reorganized Debtors shall be solely responsible for the employer portion of all taxes and like obligations (including, without limitation, social security, Medicare, unemployment, and disability) payable to a governmental authority that are required to be paid with respect to the holder of an Allowed Claim to the extent such Allowed Claim arises from wages or other remuneration in connection with the performance of services as an employee of the Debtors for any period prior to the Effective Date (an "**Employment Claim**"); for the avoidance of doubt, the obligations of the Reorganized Debtors hereunder shall apply equally to all payments made in respect of an Employment Claim, whether made in Cash or in property under the Plan, and including a payment in respect of an Employment Claim made from the Litigation Trust. The Reorganized Debtors and the Litigation Trustee further agree to cooperate, each at their own expense, with all reasonable requests for assistance and information, including the mechanics of remitting and reporting on a timely basis, with respect to each Employment Claim.

8.17. *Rights and Powers of Disbursing Agent.*

(a) Powers of the Disbursing Agent. The Disbursing Agent shall be empowered to (i) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan, (ii) make all Plan Distributions or payments contemplated hereby, (iii) employ professionals to represent it with respect to its responsibilities, and (iv) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court (including any order issued after the Effective Date), pursuant to this Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

(b) Expenses Incurred On or After the Effective Date. Except as otherwise ordered by the Bankruptcy Court, and subject to the written agreement of the Reorganized Debtors, the amount of any reasonable fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes) and any reasonable compensation and expense reimbursement claims (including reasonable attorney and other professional fees and expenses) made by the Disbursing Agent shall be paid in Cash by the Reorganized Debtors.

ARTICLE IX.

PROCEDURES FOR RESOLVING CLAIMS

9.1. *Objections to and Resolution of Claims.*

The Reorganized Debtors, in consultation with the Creditor Representative as set forth herein, shall be entitled to make and to file objections to, otherwise contest the allowance of, or otherwise settle or compromise Claims (other than Allowed Claims). Any objections to, or other proceedings concerning the allowance of, Claims (other than Rejection Damages Claims, Fee Claims and Administrative Expense Claims) that have been filed on or before the Confirmation Date, shall be filed and served upon the holders of the Claims as to which the objection is made, or otherwise commenced, as the case may be, as soon as reasonably practicable, but in no event later than the Claims Objection Deadline (as may be extended by the

Bankruptcy Court upon a motion of the Reorganized Debtors). Objections to, or other proceedings contesting the allowance of, Claims (other than Fee Claims) may be litigated to judgment, settled or withdrawn by the Reorganized Debtors, in consultation with the Creditor Representative. The Reorganized Debtors, in consultation with the Creditor Representative, may settle any such objections or proceedings or otherwise settle or compromise Claims without Bankruptcy Court approval or may seek Bankruptcy Court approval without notice to any Person, except as set forth herein.

Any Claims filed after the Bar Date or Administrative Bar Date, as applicable, shall be deemed Disallowed and expunged in their entirety without further order of the Bankruptcy Court or any action being required on the part of the Debtors or the Reorganized Debtors, unless the Person or entity wishing to file such untimely Claim has received prior Bankruptcy Court authorization to do so. In the event any proof of such untimely Claim is so permitted by the Bankruptcy Court, the Reorganized Debtors, in consultation with the Creditor Representative, shall have until the later of thirty (30) days from the date of such Bankruptcy Court authorization or the Claims Objection Deadline (as may be extended by the Bankruptcy Court upon a motion of the Reorganized Debtors) to object to such Claim.

An objection to a Claim shall be deemed properly served on the claimant if the objecting party effects service in any of the following manners: (a) in accordance with Rule 4 of the Federal Rules of Civil Procedure, as modified and made applicable by Bankruptcy Rule 7004; (b) by first class mail, postage prepaid, on the signatory on the proof of claim as well as all other representatives identified in the proof of claim or any attachment thereto; or (c) by first class mail, postage prepaid, on any counsel that has appeared on the claimant's behalf in the Reorganization Cases (so long as such appearance has not been subsequently withdrawn).

The Reorganized Debtors shall be responsible for (and shall bear the sole expense of) identifying and objecting to Other Unsecured Claims that are inconsistent with the Debtors' books and records or otherwise objectionable, and shall carry out this role in good faith and in a manner consistent with its obligations to their Estates and creditors of the Estates. The Creditor Representative shall have oversight, consultation, and objection rights in connection with the Claims resolution process. If the Creditor Representative objects to a proposed compromise, settlement, resolution or withdrawal of an objection by the Reorganized Debtors with respect to an Other Unsecured Claim, it may give notice of such objection and a hearing shall be scheduled before the Bankruptcy Court to resolve the objection. Notwithstanding the foregoing, solely with respect to any asserted indemnity claims of professionals or advisors that may be asserted against the Debtors related to the acquisition of the Debtors in June, 2011 by affiliates of Warburg Pincus, LLC, any asserted severance-related claims of Michael P. DiMino or Christopher E. Kevane, any asserted claims relating to the certified class action entitled *Bowers Companies Wage and Hour Case*, and any other asserted claims that the Reorganized Debtors may seek to resolve in a manner that would give the claimant an Allowed Other Unsecured Claim in an amount of $1,750,000 or greater, the Reorganized Debtors shall not seek to resolve such claims without the affirmative written consent of the Creditor Representative, which consent shall not be unreasonably withheld.

9.2. *Disputed Claims.*

(a) No Distributions or Payments Pending Allowance.

Except as provided in this Section 9.2, Disputed Claims shall not be entitled to any Plan Distributions, unless and until such Claims become Allowed Claims.

(b) Establishment of Disputed Claims Reserve. On the Effective Date or as soon thereafter as is reasonably practicable, the Reorganized Debtors shall set aside and reserve, for the benefit of each holder of a Disputed Claim, Cash or New Common Stock in an amount equal to the Plan Distribution to which the holder of such Disputed Claim would be entitled if such Disputed Claim were an Allowed Claim in an amount equal to (i) the amount of such Claim as estimated by the Bankruptcy Court pursuant to an Estimation Order, (ii) if no Estimation Order has been entered with respect to such Claim, the amount in which such Disputed Claim is proposed to be allowed in any pending Claims objection, or (iii) if no Estimation Order has been entered with respect to such Claim, and no objection to such Claim is pending on the Effective Date, (A) the amount listed in the Debtors' schedules of assets and liabilities filed in the Reorganization Cases or (B) if a timely filed proof of claim or application for payment has been filed with the Bankruptcy Court or Claims Agent, as applicable, the amount set forth in such timely filed proof of claim or application for payment. In addition, the Reorganized Debtors shall set aside and reserve, for the benefit of each holder of a Rejection Damages Claim for which the deadline to file and serve a proof of claim evidencing such Rejection Damages Claim (pursuant to Section 10.2 hereof) occurs after the Effective Date, an amount equal to the Debtors' good faith estimate of the Plan Distribution to which the holder of such Rejection Damages Claim would be entitled if such Rejection Damages Claim were to become an Allowed Claim. Such reserved amounts, collectively, shall constitute the "**Disputed Claims Reserve**." For the avoidance of doubt, the Debtors or the Reorganized Debtors, as applicable, shall not be required to reserve any Cash or other consideration on account of any Disputed Claim the Debtors or the Reorganized Debtors, as applicable, reasonably believe is covered by insurance. Notwithstanding anything in this Section 9.2 to the contrary, with respect to holders of Disputed Claims that may be entitled to a distribution of Other Unsecured Cash, on the Effective Date, the Reorganized Debtors shall set aside the maximum potential amount of the Other Unsecured Cash (i.e., $5 million) in a segregated account held in trust for the benefit of Allowed Other Unsecured Claims that elect to receive Other Unsecured Cash, which shall be free and clear of any and all liens, claims, pledges, charges, or encumbrances, including any liens securing the exit facilities, and not subject in any way to attachment, seizure or setoff; provided, however, to the extent and at such time as Allowed Other Unsecured Claims that elected to receive Other Unsecured Cash, plus non-contingent, contingent, and/or liquidated Disputed Other Unsecured Claims (including any liquidated portions of unliquidated Disputed Other Unsecured Claims as may be reasonably determined by the Reorganized Debtors, in consultation with the Creditor Representative, in accordance with the Claims resolution process set forth in the Plan) that elected to receive Other Unsecured Cash, is less than $40 million, then, at such time (which time shall be no earlier than 185 days after the Commencement Date), any amount in the segregated account reserved to make payments on account of Allowed Other Unsecured Claims in excess of Other Unsecured Cash shall become the sole and exclusive property of the Reorganized Debtors.

(c) Plan Distributions to Holders of Subsequently Allowed Claims.

On the first Business Day after the date a Disputed Claim becomes an Allowed Claim, or as soon thereafter as is reasonably practicable (but no later than thirty (30) days after the date such Disputed Claim becomes an Allowed Claim), subject to Section 9.2 of this Plan, the Disbursing Agent will make distributions or payments on account of any such Disputed Claim that has become an Allowed Claim. The Disbursing Agent shall distribute in respect of such newly Allowed Claims the Plan Consideration as to which such Claims would have been entitled under this Plan if such newly Allowed Claims were fully or partially Allowed, as the case may be, on the Effective Date, plus any dividends distributed thereon between the Effective Date and the date such Disputed Claim became an Allowed Claim, less direct and actual expenses, fees or other direct costs incurred by the Debtors, the Reorganized Debtors or the Creditor Representative resolving such Disputed Claims.

(d) Distribution of the Disputed Claims Reserve Upon Disallowance.

To the extent any Disputed Claim has become Disallowed in full or in part (in accordance with the procedures set forth in the Plan), any Plan Consideration held by the Reorganized Debtors on account of, or to pay, such Disputed Claim shall become the sole and exclusive property of the Reorganized Debtors. Notwithstanding the foregoing, if Other Unsecured Cash equals either (i) Cash in the amount of $4.0 million (if the ultimate aggregate amount of Allowed Other Unsecured Claims that elect to receive Other Unsecured Cash is less than $32 million), or (ii) Cash in the amount of $5.0 million (if the ultimate aggregate amount of Allowed Other Unsecured Claims that elect to receive Other Unsecured Cash is greater than $40 million), Other Unsecured Cash that is Plan Consideration held by the Reorganized Debtors, in accordance with the provisions in the Plan, on account of, or to pay, a Disputed Claim that has become Disallowed, shall not become the property of the Reorganized Debtors; rather, such Other Unsecured Cash shall be reallocated to other creditors holding Allowed Other Unsecured Claims that do not elect to receive New Common Stock pursuant to section 5.5(a)(i) of this Plan; provided, however, to the extent and at such time as Allowed Other Unsecured Claims that elected to receive Other Unsecured Cash, plus non-contingent, contingent, and/or liquidated Disputed Other Unsecured Claims (including any liquidated portions of unliquidated Disputed Other Unsecured Claims as may be reasonably determined by the Reorganized Debtors, in consultation with the Creditor Representative, in accordance with the Claims resolution process set forth in the Plan) that elected to receive Other Unsecured Cash, is less than $40 million, then, at such time, any amount in the segregated account reserved to make payments on account of Allowed Other Unsecured Claims in excess of Other Unsecured Cash shall become the sole and exclusive property of the Reorganized Debtors.

9.3. ***Estimation of Claims.***

Any Debtor, Reorganized Debtor, in consultation with the Creditor Representative, or holder of a Claim may request that the Bankruptcy Court estimate Claims pursuant to section 502(c) of the Bankruptcy Code for purposes of determining the Allowed amount of such Claim regardless of whether any Person has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate Claims for purposes of determining the Allowed amount of such

Claims at any time. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim for allowance purposes, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Debtors or the Reorganized Debtors, in consultation with the Creditor Representative, may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the objection, estimation, settlement, and resolution procedures set forth in the Plan are cumulative and not exclusive of one another.

9.4. ***Expenses Incurred On or After the Effective Date.***

Except as otherwise ordered by the Bankruptcy Court, and subject to the written agreement of the Reorganized Debtors, the amount of any reasonable, actual fees and expenses incurred by any Professional Person or the Claims Agent in connection with implementation of this Plan after the Effective Date, including reconciliation of, objection to, and settlement of Claims, shall be paid in Cash by the Reorganized Debtors.

ARTICLE X.

EXECUTORY CONTRACTS, UNEXPIRED LEASES AND PENSION PLAN

10.1. ***General Treatment.***

As of and subject to the occurrence of the Effective Date and the payment of the applicable Cure Amount, all executory contracts and unexpired leases to which any Debtor is a party shall be deemed assumed, except for any executory contracts or unexpired leases that: (a) previously have been assumed or rejected pursuant to a Final Order of the Bankruptcy Court; (b) are designated specifically as an executory contract or unexpired lease to be rejected on the Schedule of Rejected Contracts and Leases, if any; or (c) are the subject of a separate motion to assume or reject under section 365 of the Bankruptcy Code pending on the Effective Date. As of and subject to the occurrence of the Effective Date, all contracts identified on the Schedule of Rejected Contracts and Leases shall be deemed rejected. Subject to the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions and rejections pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each executory contract and unexpired lease assumed pursuant to this Section 10.1 shall revest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as modified by the provisions of the Plan, or any order of the Bankruptcy Court authorizing and providing for its assumption or applicable federal law.

For avoidance of doubt, insurance policies of the Debtors shall not be deemed executory contracts and, except as expressly provided in Section 10.6 of the Plan, such policies of insurance shall not be deemed assumed by the Reorganized Debtors.

In addition, notwithstanding anything to the contrary, no engagement letter or other agreement related to the provision of legal, financial, consulting, accounting or other professional services to the Debtors prior to the Commencement Date, to the extent any of the foregoing constitute executory contracts, shall be deemed assumed by the Reorganized Debtors.

10.2. ***Claims Based on Rejection of Executory Contracts or Unexpired Leases.***

All Rejection Damages Claims, if any, will be treated as Other Unsecured Claims. Upon receipt of the Plan Distribution provided in Section 5.5 of this Plan, all Rejection Damages Claims shall be discharged as of the Effective Date, and shall not be enforceable against the Debtors, the Reorganized Debtors or their respective properties or interests in property. In the event that the rejection of an executory contract or unexpired lease by any of the Debtors pursuant to the Plan results in damages to the other party or parties to such contract or lease, any Rejection Damages Claim on account of such damages, if not evidenced by a timely filed proof of claim, shall be forever barred and shall not be enforceable against the Debtors or the Reorganized Debtors, or their respective properties or interests in property as agents, successors or assigns, unless a proof of claim is filed with the Bankruptcy Court and served upon counsel for the Debtors, the Reorganized Debtors, and the Creditor Representative, respectively, on or before the date that is thirty (30) days after the effective date of such rejection (which may be the Effective Date or the date on which the Debtors reject the applicable contract or lease pursuant to an order of the Bankruptcy Court).

Section 9.1 of the Plan shall govern the objection to, other contest of the allowance of, or other settlement or compromise of Rejection Damages Claims, provided, however, that the Claims Objection Deadline for Rejection Damages Claims shall be (i) if the effective date of such rejection is the Effective Date, the first Business Day that is ninety (90) days after the Effective Date; (ii) if the effective date of such rejection is another date, the First Business Day that is ninety (90) days after the effective date of such rejection or as otherwise provided by the order of the Bankruptcy Court rejecting the applicable contract or lease.

10.3. ***Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.***

(a) The Debtors shall cause the *Notice of (I) Possible Assumption of Contracts and Leases, (II) Fixing of Cure Amounts, and (III) Deadline to Object Thereto* (the "**Cure Notice**"), in a form substantially similar to the form attached to the Disclosure Statement Order, to be served on the non-Debtor parties to all executory contracts and unexpired leases to be assumed as part of the Plan no later than twenty (20) days prior to the commencement of the Confirmation Hearing. Among other things, the Cure Notice shall set forth the amount that the Debtors believe must be paid in order to cure all monetary defaults under each of the executory contracts and unexpired leases to be assumed as part of the Plan.

(b) The non-Debtor parties to the Assumed Executory Contracts and Unexpired Leases shall have until 5:00 p.m. (prevailing Eastern Time) on the date established by the Disclosure Statement Order (the "**Cure Objection Deadline**"), which deadline may be extended in the sole discretion of the Debtors, to object (a "**Cure Objection**") to the (i) Cure Amounts listed by the Debtors and to propose alternative Cure Amounts, and/or (ii) proposed assumption of the Assumed Executory Contracts and Unexpired Leases under the Plan; provided, however, that if the Debtors amend the Cure Notice or any related pleading that lists the executory contracts and unexpired leases to add a contract or lease or to reduce the Cure Amount thereof, except where such reduction was based upon the mutual agreement of the parties, the non-Debtor party thereto shall have at least seven (7) days after service of such amendment to object thereto or to propose an alternative Cure Amount.

(c) If a Cure Objection is timely filed and the parties are unable to settle such Cure Objection (each, a "**Cure Dispute**"), the Bankruptcy Court shall determine the amount of any disputed Cure Amount(s) or objection to assumption at a hearing to be held at the time of the Confirmation Hearing or such other hearing date to which the parties may mutually agree or as ordered by the Bankruptcy Court. The Debtors may, in their sole discretion, extend the Cure Objection Deadline without further notice, but are not obligated to do so.

(d) In the event that no Cure Objection is timely filed with respect to an Assumed Executory Contract or Unexpired Lease to be assumed under the Plan, the counterparty to such Assumed Executory Contract or Unexpired Lease shall be deemed to have consented to the assumption of such executory contract or unexpired lease and the Cure Amount proposed by the Debtors and shall be forever enjoined and barred from seeking any additional amount(s) on account of the Debtors' cure obligations under section 365 of the Bankruptcy Code or otherwise from the Debtors, their Estates or the Reorganized Debtors; provided, however, that the counterparty to such executory contract or unexpired lease may seek additional amount(s) on account of any defaults occurring between the filing of the Cure Notice and the occurrence of the Effective Date of the Plan.

(e) The inclusion of an executory contract or unexpired lease in the Cure Notice is without prejudice to the Debtors' right to modify their election to assume or to reject such executory contract or unexpired lease prior to the entry of a Final Order (which Final Order may be the Confirmation Order) approving the assumption of any such executory contract or unexpired lease, and inclusion in the Cure Notice is not a final determination that any executory contract or unexpired lease will, in fact, be assumed.

10.4. ***Surety Agreements.***

As of and subject to the occurrence of the Effective Date, the Reorganized Debtors shall assume the Surety Agreements to the extent they are executory contracts, and if any Surety Agreement is not subject to assumption pursuant to section 365 of the Bankruptcy Code, such Surety Agreement shall vest in the Reorganized Debtors on the Effective Date. For the avoidance of doubt, upon the Effective Date or within thirty (30) days thereafter, upon request from a surety that has provided surety bonds to the Debtors prior to or during the Reorganization Cases, the Reorganized Debtors shall reaffirm all of the Debtors' obligations and duties under the pre-petition surety indemnity agreements. Further, any Claims arising from or relating to the Surety Agreements entered into prior the Commencement Date shall be deemed to be unimpaired by this Plan.

10.5. ***Pension Plan.***

For the avoidance of doubt, the Pension Plan shall not be modified or affected by any provision of the Plan and shall be continued after the Effective Date in accordance with its terms. The Debtors or the Reorganized Debtors shall satisfy the minimum funding standards pursuant to 26 U.S.C. §§ 412, 430, and 29 U.S.C. § 1082, 1083 and be liable for the payment of PBGC premiums in accordance with 29 U.S.C. §§ 1306 and 1307 subject to any and all applicable rights and defenses of the Debtors or the Reorganized Debtors, and administer the Pension Plan in accordance with the provisions of ERISA and the Internal Revenue Code. In the

event that the Pension Plan terminates after the Effective Date, the Reorganized Debtors and each of its controlled group members will be responsible for the liabilities imposed by Title IV of ERISA, to the extent provided for therein.

Notwithstanding any provision in the Plan or Disclosure Statement, neither the Plan nor the Disclosure Statement will (1) release, discharge or exculpate any party with respect to "controlled group liability" owed to the Pension Plan or PBGC under ERISA or the Internal Revenue Code; (2) release, discharge or exculpate any party for fiduciary breach related to the Pension Plan; or (3) enjoin or prevent the Pension Plan and the PBGC from collecting such liability from a liable party or any controlled members.

10.6. ***ACE Insurance Program.***

Notwithstanding anything to the contrary in the Disclosure Statement, the Plan, the Plan Documents, or the Plan Supplement (including, without limitation, any other provision that purports to be preemptory or supervening or grants an injunction or release): (a) on the Effective Date, the Reorganized Debtors shall assume the ACE Insurance Program in its entirety under 11 U.S.C. § 365 to the extent it is executory, and, if the ACE Insurance Program is not executory, the ACE Insurance Program (in its entirety) shall vest in the Reorganized Debtors on the Effective Date under 11 U.S.C. § 105; (b) nothing in the Disclosure Statement, the Plan, the Plan Documents, or the Plan Supplement alters, modifies or otherwise amends the terms and conditions of (or the coverage provided by) the ACE Insurance Program, except that as of the Effective Date, the Reorganized Debtors shall become and remain liable for all of the Debtors' obligations and liabilities under the ACE Insurance Program, whether now existing or hereafter arising and whether arising, accruing, and/or existing before or after the Effective Date, including, without limitation, the duty to continue to provide collateral and security, and pay deductibles and/or self insured retentions as required by the ACE Insurance Program; (c) nothing in the Disclosure Statement, the Plan, the Plan Documents, or the Plan Supplement, any prepetition or administrative claim bar date order (or notice) or claim objection order alters or modifies the duty, if any, that the ACE Companies have to pay claims covered by the ACE Insurance Program and seek payment or reimbursement from the Debtors (or after the Effective Date, the Reorganized Debtors) or draw on the collateral or security therefor; (d) the claims of the ACE Companies arising (whether before or after the Effective Date) under the ACE Insurance Program (i) shall be paid in full by the Debtors (or after the Effective Date, by the Reorganized Debtors) in the ordinary course of business in accordance with the ACE Insurance Program, and (ii) shall not be discharged or released by the Plan; (e) the ACE Companies shall not need to or be required to file or serve a Cure Objection or a request, application, claim, proof or motion for payment (including a proof of Administrative Expense Claim) and shall not be subject to the Administrative Bar Date or any other bar date or similar deadline governing Cure Amounts, Administrative Expense Claims or Claims; and (f) the automatic stay of Bankruptcy Code section 362(a) and the injunctions set forth in Article XII of the Plan, if and to the extent applicable, shall be deemed lifted without further order of this Court, solely to permit: (A) claimants with valid workers' compensation claims covered by the workers' compensation policies to proceed with their claims; (B) the ACE Companies to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of this Court, (i) all valid workers' compensation claims arising under the workers' compensation policies issued by any of the ACE Companies, (ii) all claims where a claimant asserts a direct claim against the

ACE Companies under applicable law, the claimant has been awarded a judgment and the applicable policy contains an MCS-90 endorsement, or an order has been entered by this Court granting a claimant relief from the automatic stay to proceed with its claim and (iii) all costs in relation to each of the foregoing; (C) the ACE Companies to draw against any or all of the collateral or security provided by or on behalf of the Debtors (or the Reorganized Debtors, as applicable) at any time and to hold the proceeds thereof as security for the obligations of the Debtors (and the Reorganized Debtors, as applicable) to the ACE Companies and/or apply such proceeds to the obligations of the Debtors (and the Reorganized Debtors, as applicable) under the ACE Insurance Program, in such order as the ACE Companies may determine; and (D) the ACE Companies to (i) cancel any policies under the ACE Insurance Program, and (ii) take other actions relating thereto, to the extent permissible under applicable non-bankruptcy law, each in accordance with the terms of the ACE Insurance Program.

ARTICLE XI.

CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

11.1. ***Conditions Precedent to Confirmation.***

Confirmation of this Plan is subject to:

(a) the Disclosure Statement having been approved by the Bankruptcy Court as having adequate information in accordance with section 1125 of the Bankruptcy Code;

(b) entry of the Confirmation Order in form and substance reasonably satisfactory to the Debtors, the Required Consenting Lenders, the Required Consenting Noteholders and (solely with respect to the Committee Plan Issues) the Creditors' Committee;

(c) the Plan Documents in form and substance reasonably satisfactory to the Debtors, the Required Consenting Lenders, the Required Consenting Noteholders and the Creditors' Committee (in each case, to the extent set forth in Section 1.122 of the Plan) having been filed in substantially final form prior to the Confirmation Hearing, and all conditions to Plan confirmation contained therein shall have been satisfied; and

(d) the Restructuring Support Agreement remaining in full force and effect, and not having been terminated.

11.2. ***Conditions Precedent to the Effective Date.***

The occurrence of the Effective Date is subject to:

(a) the Confirmation Order in form and substance reasonably satisfactory to the Debtors, the Required Consenting Lenders, the Required Consenting Noteholders and (solely with respect to the Committee Plan Issues) the Creditors' Committee having been entered;

(b) the Confirmation Order in form and substance reasonably satisfactory to the Debtors, the Required Consenting Lenders, the Required Consenting Noteholders and (solely

with respect to the Committee Plan Issues) the Creditors' Committee having become a Final Order;

(c) the Plan Documents in form and substance reasonably satisfactory to the Debtors, the Required Consenting Lenders, the Required Consenting Noteholders and the Creditors' Committee (in each case, to the extent set forth in Section 1.122 of the Plan) having been executed and delivered, and any conditions (other than the occurrence of the Effective Date or certification by the Debtors that the Effective Date has occurred) contained therein having been satisfied or waived in accordance therewith;

(d) all material governmental, regulatory and third party approvals, waivers and/or consents in connection with the Plan, if any, having been obtained and remaining in full force and effect, and there existing no claim, action, suit, investigation, litigation or proceeding, pending or threatened in any court or before any arbitrator or governmental instrumentality, which would prohibit the consummation of the Plan;

(e) (i) the Amended and Restated Secured Credit Agreement, Backstop Term Loan, Exit LC Facility, and all other Plan Documents having been executed and/or consummated, and being in full force and effect, and (ii) the extension of credit under the Amended and Restated Secured Credit Agreement, the Backstop Term Loan and the Exit LC Facility being available upon (and subject to) the Effective Date;

(f) the Debtors having cash on hand as of the Effective Date of at least $20 million;

(g) all actions, agreements, certificates, instruments and other documents necessary to implement the terms or provisions of the Plan, including, without limitation, issuance of the New Common Stock certificates and the Rights Offering Stock certificates, shall have been effected or executed and delivered, as applicable, in form and substance reasonably satisfactory to the Debtors; and

(h) the Restructuring Support Agreement remaining in full force and effect, and not having been terminated.

11.3. ***Waiver of Conditions Precedent and Bankruptcy Rule 3020(e) Automatic Stay.***

Other than the requirement that the Confirmation Order must be entered, which cannot be waived, the requirement that a particular condition be satisfied may be waived in whole or part by the Debtors, with the consent of the Required Consenting Lenders, the Required Consenting Noteholders and (solely with respect to the Committee Plan Issues) the Creditors' Committee (which consents shall not be unreasonably withheld or delayed), without notice and a hearing, and the Debtors' benefits under the "mootness doctrine" shall be unaffected by any provision hereof. The failure of the Debtors to assert the non-satisfaction of any such conditions shall not be deemed a waiver of any other rights hereunder, and each such right shall be deemed an ongoing right that may be asserted or waived (as set forth herein) at any time or from time to time.

11.4. ***Effect of Failure of Conditions.***

If each of the conditions to confirmation and consummation of the Plan and the occurrence of the Effective Date has not been satisfied or duly waived on or before December 31, 2013 if the condition that the Confirmation Order become a Final Order is waived, or January 7, 2014 if such condition is not waived, or by such later date as is proposed by the Debtors and is approved by the Required Consenting Lenders, the Required Consenting Noteholders and (solely with respect to the Committee Plan Issues) the Creditors' Committee and, after notice and a hearing, by the Bankruptcy Court, upon motion by any party in interest made before the time that each of the conditions has been satisfied or duly waived, the Confirmation Order may be vacated by the Bankruptcy Court; provided, however, that notwithstanding the filing of such a motion, the Confirmation Order shall not be vacated if each of the conditions to consummation is either satisfied or duly waived before the Bankruptcy Court enters an order granting the relief requested in such motion. If the Confirmation Order is vacated pursuant to this section, the Plan shall be null and void in all respects, and nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims against or Interests in the Debtors; or (b) prejudice in any manner the rights of the Debtors, including the right to seek a further extension of the exclusive periods to file and solicit votes with respect to a plan under section 1121(d) of the Bankruptcy Code.

11.5. ***Withdrawal of the Plan.***

Subject to the reasonable consent of the Required Consenting Lenders, the Required Consenting Noteholders and (solely with respect to the Committee Plan Issues) the Creditors' Committee (which consents shall not be unreasonably withheld or delayed), and subject to section 1127 of the Bankruptcy Code, the Debtors reserve the right to modify or revoke and withdraw the Plan at any time before the Confirmation Date or, if the Debtors are for any reason unable to consummate the Plan after the Confirmation Date, at any time up to the Effective Date. If the Debtors revoke and withdraw the Plan: (a) nothing contained herein shall be deemed to constitute a waiver or release of any claims by or against the Debtors or to prejudice in any manner the rights of the Debtors or any Persons in any further proceeding involving the Debtors; and (b) the result shall be the same as if the Confirmation Order were not entered, the Plan was not filed and no actions were taken to effectuate it.

ARTICLE XII.

EFFECT OF CONFIRMATION

12.1. ***Binding Effect.***

This Plan shall be binding and inure to the benefit of the Debtors, all holders of Claims and Interests, and their respective successors and assigns.

12.2. ***Vesting of Assets and Retention of Causes of Action.***

Except as otherwise provided in the Plan (including, but not limited to, Sections 7.16 and 12.8 of this Plan), on the Effective Date all property comprising the Estates (including, subject to any release provided for herein, any claim, right or cause of action which may be asserted by or on behalf of the Debtors, including the Estate Accounting-Related Causes of

Action (except as provided below) and Business Causes of Action) shall be vested in the Reorganized Debtors free and clear of all Claims and Interests including any and all claims, liens, charges, encumbrances and interests of creditors, equity security holders, or other Persons, except for the rights to Plan Distributions under the Plan. After the Effective Date, the Reorganized Debtors shall have no liability to holders of claims, liens, charges, encumbrances and interests of creditors, equity security holders, or other Persons, except as expressly provided for in the Plan. As of the Effective Date, the Reorganized Debtors may operate each of their respective businesses and use, acquire and settle and compromise claims or interests without supervision of the Bankruptcy Court, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and Confirmation Order.

Notwithstanding anything to the contrary herein, net proceeds of Estate Accounting-Related Causes of Action shall be shared on a pro rata basis among the Litigation Trust Beneficiaries. At the option of the Required Consenting Noteholders, the Estate Accounting-Related Causes of Action will either vest with the Reorganized Debtors, a litigation trustee or other party designated by the Consenting Noteholders, and the decision whether to prosecute such claims (and the prosecution of such claims) shall be at the sole discretion of the Reorganized Debtors, such litigation trustee or such other designated party. To the extent the Estate Accounting-Related Causes of Action vest with a litigation trustee or other party designated by the Consenting Noteholders, the Creditor Representative shall have the right to review any governing document(s) or agreement(s) related to the vesting of the Estate Accounting-Related Causes of Action.

12.3. ***Discharge of Claims Against and Interests in the Debtors.***

(a) **Scope**. Except as otherwise provided in the Plan or Confirmation Order, in accordance with section 1141(d)(1) of the Bankruptcy Code, entry of the Confirmation Order acts as a discharge, effective as of the Effective Date, of all debts of, Claims against, liens on, and Interests in the Debtors, their assets or properties, which debts, Claims, liens, and Interests arose at any time before the entry of the Confirmation Order. The discharge of the Debtors shall be effective as to each Claim, regardless of whether a proof of claim therefor was filed, whether the Claim is an Allowed Claim or whether the holder thereof votes to accept the Plan. On the Effective Date, as to every discharged Claim and Interest, any holder of such Claim or Interest shall be precluded from asserting against the Debtors, the Reorganized Debtors or the assets or properties of any of them, any other or further Claim or Interest based upon any document, instrument, act, omission, transaction or other activity of any kind or nature that occurred before the Confirmation Date.

(b) **Injunction**. In accordance with section 524 of the Bankruptcy Code, the discharge provided by this Section 12.3 and section 1141 of the Bankruptcy Code, *inter alia,* acts as an injunction against the commencement or continuation of any action, employment of process or act to collect, offset or recover the Claims, liens and Interests discharged hereby.

(c) **Release of Liens**. Except with respect to Class 2 Claims (i) each holder of a Secured Claim or a Claim that is purportedly secured (including an Other Secured Claim) shall, on or immediately before the Effective Date and as a condition to receiving any Plan

Distribution: (A) turn over and release to the Debtors, or the Reorganized Debtors, as applicable, any and all property of the Debtors or the Estates that secures or purportedly secures such Claim; and (B) execute such documents and instruments as the Debtors or the Reorganized Debtors require to evidence such claimant's release of such property; and (ii) on the Effective Date (or such other date described in this subsection), all claims, right, title and interest in such property shall revert to the Reorganized Debtors free and clear of all Claims and Interests, including any and all liens, charges, pledges, encumbrances and/or security interests of any kind. All liens of the holders of such Claims or Interests in property of the Debtors, the Estates, and/or the Reorganized Debtors shall be deemed to be canceled and released as of the Effective Date (or such other date described in this subsection). Notwithstanding the immediately preceding sentence, any such holder of a Disputed Claim shall not be required to execute and deliver such release of liens until ten (10) days after such Claim becomes an Allowed Claim or is Disallowed. To the extent any holder of a Claim described in the first sentence of this subsection fails to release the relevant liens as described above, the Reorganized Debtors may act as attorney-in-fact, on behalf of the holders of such liens, to provide any releases as may be required by any lender under the Amended and Restated Secured Credit Agreement or for any other purpose.

(d) ***Cancellation of Stock/Instruments.*** The Existing Common Stock Interests, the DIP Credit Agreement, the Secured Credit Agreement, the Indentures and the Notes (each including any related credit agreement, indenture, security and guaranty agreements, interest rate agreements and commodity hedging agreements) and any other note, bond, indenture or other instrument or document evidencing or creating any indebtedness or obligation of the Debtors are not required to be surrendered and shall be deemed cancelled on the Effective Date provided, however, that notwithstanding the foregoing and anything else contained in the Plan, the Indentures and the Notes shall continue in effect solely for the purposes of (i) allowing the Notes Trustee to make the Plan Distributions to be made on account of the Notes under the Plan and for the Notes Trustee to perform such other necessary functions with respect thereto and to have the benefit of all of the protections and other provisions of the Indentures, including, but not limited to, its right to compensation, reimbursement of fees and expenses (including the fees and expenses of its counsel, agents, and advisors), and indemnification, in doing so, (ii) preserving any rights of the Notes Trustee to indemnification or contribution from the Noteholders pursuant and subject to terms of the Indentures as in effect immediately prior to the Effective Date, and (iii) permitting the Notes Trustee to maintain or assert any right or charging lien it may have against distributions pursuant to the terms of the Plan to recover unpaid fees and expenses (including the fees and expenses of its counsel, agents, and advisors) of the Notes Trustee, provided further that the Secured Credit Agreement shall continue in effect for purposes of allowing the Secured Credit Agreement Administrative Agent to receive the Prepayment and apply it to the Secured Lender Claims, and shall be amended and restated pursuant to the Amended and Restated Secured Credit Agreement. For the avoidance of doubt, on and after the Effective Date, all duties and responsibilities of the Notes Trustee under the Indentures shall be discharged except to the extent required in order to effectuate the Plan.

12.4. *Survival of Certain Indemnification Obligations.*

The obligations of the Debtors to indemnify individuals who serve or served on or after the Commencement Date as their respective directors, officers, agents, employees, representatives, and Professional Persons retained by the Debtors pursuant to the Debtors'

operating agreements, certificates of incorporation, by-laws, applicable statutes, pre-confirmation agreements and, to the extent required pursuant to section 327 of the Bankruptcy Code, by order of the Bankruptcy Court in respect of all present and future actions, suits and proceedings against any of such officers, directors, agents, employees, representatives, and Professional Persons, based upon any act or omission related to service with, for, or on behalf of the Debtors from the Commencement Date through and including the Effective Date, as such obligations were in effect at the time of any such act or omission, shall not be expanded, discharged or impaired by confirmation or consummation of the Plan but shall survive unaffected by the reorganization contemplated by the Plan and shall be performed and honored by the Reorganized Debtors regardless of such confirmation, consummation and reorganization, and regardless of whether the underlying claims for which indemnification is sought are released pursuant to the Plan. For the avoidance of doubt any claim, right or cause of action which may be asserted by or on behalf of the Debtors for indemnification or otherwise under that certain Stock Purchase and Sale Agreement dated September 27, 2011 by and among Debtor Rural/Metro of Northern California, Inc. and the Security Holders of Pacific Ambulance, Inc. and Bowers Companies, Inc. and Brian H. Cates and Raymond S. Iskander shall be vested in the Reorganized Debtors free and clear of all Claims and Interests including any and all claims, liens, charges, encumbrances and interests of creditors, equity security holders, or other Persons in accordance with Section 12.2 of this Plan.

For the further avoidance of doubt and notwithstanding anything to the contrary, with respect to any Allowed Other Unsecured Claim that elected to receive Other Unsecured Cash pursuant to Section 5.5(a)(ii) of the Plan as to which one or more of the Debtors or their Estates has a claim, right or cause of action of indemnification (a "**Debtor Indemnification Claim**") against any third party, including any such Debtor Indemnification Claim secured by an escrow or other collateral or credit support, the Creditor Representative may request that the Reorganized Debtors assert a Debtor Indemnification Claim such that the amount of such Allowed Other Unsecured Claim would otherwise be entitled to from Other Unsecured Cash is satisfied through the Debtor Indemnification Claim. Provided that a Debtor Indemnification Claim is secured by an escrow or other collateral or credit support, the Reorganized Debtors shall be obligated to assert such Debtor Indemnification Claim provided that the request made by the Creditor Representative is reasonable and made in good faith. In the event that the Reorganized Debtors decline or otherwise do not assert a Debtor Indemnification Claim so requested by the Creditor Representative in accordance with this Section 12.4, the Creditor Representative may assert such Debtor Indemnification Claim on behalf of the Debtors or their Estates, and the Reorganized Debtors shall reimburse and pay the Creditor Representative for all costs (including fees and expenses of counsel) of pursuing such Debtor Indemnification Claim. Notwithstanding anything to the contrary, the Creditor Representative shall only have rights to any escrow or other collateral or credit support for any such Debtor Indemnification Claim if the Reorganized Debtors do not need, will not use or otherwise cannot or have no right to use such escrow or other collateral or credit support for any Debtor Indemnification Claim. Any Allowed Other Unsecured Claim satisfied through a Debtor Indemnification Claim shall not be entitled to any Plan Distributions under this Plan and shall not be considered an Allowed Other Unsecured Claim or in Class 5 – Other Unsecured Claims for any purposes under this Plan.

12.5. ***Term of Pre-Confirmation Injunctions or Stays.***

Unless otherwise provided herein, all injunctions or stays arising prior to the Confirmation Date in accordance with sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

12.6. ***Injunction Against Interference With Plan.***

Upon the entry of the Confirmation Order, all holders of Claims and Interests and other parties in interest, along with their respective present or former affiliates, employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of this Plan.

12.7. ***Injunction.***

Except as otherwise provided in the Plan or the Confirmation Order, as of the Confirmation Date, but subject to the occurrence of the Effective Date, all Persons who have held, hold or may hold Claims against or Interests in the Debtors or the Estates are, with respect to any such Claims or Interests, permanently enjoined after the Confirmation Date from: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtors, the Reorganized Debtors, the Estates or any of their property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including any pre-judgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order against the Debtors, the Reorganized Debtors, or the Estates or any of their property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons, or any property of any such transferee or successor; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors, the Reorganized Debtors, or the Estates or any of their property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons, or any property of such transferee or successor; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan to the full extent permitted by applicable law; (v) asserting any right of setoff (except to the extent timely asserted prior to the Confirmation Date), or subrogation of any kind against any obligation due from the Debtors, the Reorganized Debtors, the Estates or any of their property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons, or any property of such transferee or successor; (vi) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan; provided, further, that the Releasing Parties are, with respect to Claims or Interests held by such parties, permanently enjoined after the Confirmation Date from taking any actions referred to in clauses (i) through (vi) above against the Released Parties or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the Released Parties or any property of any such transferee or successor; provided, however, that nothing contained herein shall preclude

any Person from exercising its rights, or obtaining benefits, directly and expressly provided to such entity pursuant to and consistent with the terms of the Plan, the Plan Supplement and the contracts, instruments, releases, agreements and documents delivered in connection with the Plan.

All Persons releasing claims pursuant to Section 12.8 of this Plan shall be permanently enjoined, from and after the Confirmation Date, from taking any actions referred to in clauses (i) through (vi) of the immediately preceding paragraph against any party with respect to any claim released pursuant to Section 12.8 of this Plan.

12.8. *Releases.*

(a) Releases by the Debtors. *Except as otherwise expressly set forth in the Plan or the Confirmation Order, as of the Effective Date, for the good and valuable consideration provided by each of the Released Parties, the adequacy of which is hereby confirmed, including the good faith settlement and compromise of the claims released herein and the services of the Debtors' current officers, directors, managers and advisors in facilitation of the expeditious implementation of the transactions contemplated hereby, each Debtor and debtor in possession, and any Person seeking to exercise the rights of the Debtors' Estates, including the Reorganized Debtors, any successor to the Debtors, or any representative of the Debtors' estates appointed or selected pursuant to sections 1103, 1104, or 1123(b)(3) of the Bankruptcy Code or under chapter 7 of the Bankruptcy Code, shall be deemed to conclusively, absolutely, unconditionally, irrevocably and forever release, waive and discharge and shall be deemed to have provided a full discharge and release to each Released Party and their respective property (and each such Released Party so released shall be deemed fully released and discharged by each Debtor, debtor in possession, and any person seeking to exercise the rights of the Debtors' estates, including the Reorganized Debtors, any successor to the Debtors, or any representative of the Debtors' estates appointed or selected pursuant to sections 1103, 1104, or 1123(b)(3) of the Bankruptcy Code or under chapter 7 of the Bankruptcy Code) from all Claims, obligations, debts, suits, judgments, damages, demands, rights, causes of action, remedies and liabilities whatsoever, (other than all rights, remedies and privileges to enforce the Plan, the Plan Supplement and the contracts, instruments, releases, indentures and other agreements or documents (including the Plan Documents) delivered under or in connection with the Plan) whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise that are based on, related to, or in any manner arising from, in whole or in part, any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims or Interests prior to or in the Reorganization Cases, the Reorganization Cases, the Plan or the Disclosure Statement, or any related contracts, instruments, releases, agreements and documents, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, and that could have been asserted by or on behalf of the Debtors, the debtors in possession or their Estates, or any of their affiliates, whether directly, indirectly, derivatively or in any representative or any other capacity, individually or collectively, in their own right or on behalf of the holder of any Claim or Interest*

or other entity, against any Released Party and its respective property; provided, however, that in no event shall anything in this Section 12.8(a) be construed as a release of any (i) Intercompany Claim or (ii) a Person's fraud, gross negligence, or willful misconduct, as determined by a Final Order, for matters with respect to the Debtors.

(b) *Releases by Holders of Claims and Interests. Except as expressly set forth in the Plan or the Confirmation Order, on the Effective Date, to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, each Releasing Party (regardless of whether such Releasing Party is a Released Party), in consideration for the obligations of the Debtors and the other Released Parties under the Plan, the Plan Distributions, and the contracts, instruments, releases, agreements or documents executed and delivered in connection with the Plan and the Restructuring Transaction, will be deemed to have consented to the Plan for all purposes and the restructuring embodied herein and deemed to conclusively, absolutely, unconditionally, irrevocably and forever release, waive and discharge (and each entity so released shall be deemed released and discharged by the Releasing Parties) all Claims, obligations, debts, suits, judgments, damages, demands, rights, causes of action, remedies or liabilities whatsoever, including all derivative claims asserted or which could be asserted on behalf of a Debtor (other than all rights, remedies and privileges of any party under the Plan, the Plan Supplement and the contracts, instruments, releases, and other agreements or documents (including the Plan Documents) delivered under or in connection with the Plan), including any claims for any such loss such holder may suffer, have suffered or be alleged to suffer as a result of the Debtors commencing the Reorganization Cases or as a result of the Plan being consummated, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based on, related to, or in any manner arising from, in whole or in part, any act or omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganized Debtors, the Reorganization Cases, the purchase or sale or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Releasing Party, the restructuring of Claims or Interests prior to or in the Reorganization Cases, the Plan or the Disclosure Statement or any related contracts, instruments, releases, agreements and documents, or upon any other act or omission, transaction, agreement, event or other occurrence with respect to the Debtors or the Debtors' property taking place on or before the Effective Date, against any Released Party and its respective property; provided, however, that in no event shall anything in this Section 12.8(b) be construed as a release of any (i) Intercompany Claim or (ii) a Person's fraud, gross negligence, or willful misconduct, as determined by a Final Order, for matters with respect to the Debtors.*

Notwithstanding anything to the contrary contained herein, with respect to a Released Party that is a non-Debtor, nothing in the Plan or the Confirmation Order shall effect a release of any claim by the United States government or any of its agencies whatsoever, including any claim arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States against such Released Party, nor shall anything in the Confirmation Order or the Plan enjoin the United States from bringing any claim, suit, action or other proceeding against such Released Party for any liability whatever, including any claim,

suit or action arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States, nor shall anything in the Confirmation Order or the Plan exculpate any non-Debtor party from any liability to the United States Government or any of its agencies, including any liabilities arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States against such Released Party.

Notwithstanding anything to the contrary contained herein, except to the extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, except with respect to a Released Party that is a Debtor, nothing in the Confirmation Order or the Plan shall effect a release of any claim by any state or local authority whatsoever, including any claim arising under the environmental laws or any criminal laws of any state or local authority against any Released Party that is a non-Debtor, nor shall anything in the Confirmation Order or the Plan enjoin any state or local authority from bringing any claim, suit, action or other proceeding against any Released Party that is a non-Debtor for any liability whatever, including any claim, suit or action arising under the environmental laws or any criminal laws of any state or local authority, nor shall anything in the Confirmation Order or the Plan exculpate any party from any liability to any state or local authority whatsoever, including any liabilities arising under the environmental laws or any criminal laws of any state or local authority against any Released Party that is a non-Debtor. As to any state or local authority, nothing in the Plan or Confirmation Order shall discharge, release, or otherwise preclude any valid right of setoff or recoupment.

As to the United States, its agencies, departments or agents, nothing in the Plan or Confirmation Order shall discharge, release, or otherwise preclude: (i) any liability of the Debtors or Reorganized Debtors arising on or after the Effective Date; or (ii) any valid right of setoff or recoupment. Furthermore, nothing in the Plan or the Confirmation Order: (i) discharges, releases, or precludes any environmental liability that is not a Claim, or any environmental Claim of a governmental unit that arises on or after the Effective Date; (ii) releases the Debtors or the Reorganized Debtors from any non-dischargeable liability under environmental law as the owner or operator of property that such persons own or operate after the Effective Date; (iii) releases or precludes any environmental liability to a governmental unit on the part of any Persons other than the Debtors and Reorganized Debtors; or (D) enjoins a governmental unit from asserting or enforcing outside this Court any liability described in this paragraph.

12.9. *Exculpation and Limitation of Liability.*

No Exculpated Party shall have or incur any liability to any holder of any Claim or Interest for any prepetition or postpetition act or omission in connection with the negotiation and execution of the Restructuring Support Agreement, the Plan, the Plan Documents, the Reorganization Cases, the Disclosure Statement, the dissemination of the Plan, the solicitation of votes for and the pursuit of the Plan, the consummation of the Plan, or the administration of the Plan or the property (including the New Common Stock and any other security offered, issued or distributed in connection with the Plan) to be distributed under the Plan, including all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto and all prepetition or postpetition activities taken or omission in connection with the Plan, Restructuring Support Agreement or the Reorganization Cases of the

Debtors except fraud, gross negligence or willful misconduct, each as determined by a Final Order. The Exculpated Parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan; provided, however, solely to the extent that it would contravene Rule 1.8(h)(1) of the Delaware Lawyers' Rules of Professional Conduct, Rule 1.8(h)(1) of the New York Rules of Professional Conduct or any similar ethical rule of another jurisdiction, if binding on an attorney of any Exculpated Party, no attorney of any Exculpated Party shall be released by the Debtors or the Reorganized Debtors.

12.10. ***Injunction Related to Releases and Exculpation.***

The Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or entity, whether directly, derivatively or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released pursuant to this Plan.

12.11. ***Protection Against Discriminatory Treatment.***

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, all Persons shall not discriminate against the Reorganized Debtors or deny, revoke, suspend or refuse to renew a license, permit, charter, franchise or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Reorganized Debtors or another Person with whom such Reorganized Debtors have been associated, solely because one of the Debtors has been a debtor under chapter 11, has been insolvent before the commencement of the Reorganization Cases (or during the Reorganization Cases but before the Debtors are granted or denied a discharge) or has not paid a debt that is dischargeable in the Reorganization Cases.

12.12. ***Exclusive Jurisdiction.***

The Bankruptcy Court (and the United States District Court for the District of Delaware) shall retain exclusive jurisdiction to adjudicate any and all claims or causes of action released pursuant to Sections 12.8 or 12.9 (i) against any Released Party, (ii) relating to the Debtors, the Plan, the Plan Distributions, the New Common Stock, the Reorganization Cases, the Restructuring Transaction, or any contract, instrument, release, agreement or document executed and delivered in connection with the Plan and the Restructuring Transaction (including, without limitation, the Plan Documents), and (iii) brought by the Debtors (or any successor thereto), any Estate, creditor or litigation trust representative, or any holder of a Claim or Interest. This Section 12.12 shall not provide any jurisdiction of the Bankruptcy Court with respect to claims or causes of action that are not released pursuant to Sections 12.8 or 12.9 of the Plan; the Bankruptcy Court's jurisdiction over any such claims or causes of action shall be governed by Section 13.1 of the Plan (if applicable).

ARTICLE XIII.

ADMINISTRATIVE PROVISIONS

13.1. ***Retention of Jurisdiction.***

(a) Purposes. Notwithstanding confirmation of the Plan or occurrence of the Effective Date, the Bankruptcy Court shall retain such jurisdiction as is legally permissible, including for the following purposes:

(i) to determine the allowability, classification, or priority of Claims upon objection by the Reorganized Debtors or any other party in interest entitled hereunder to file an objection (including the resolution of disputes regarding any Disputed Claims, claims for disputed Plan Distributions and Rejection Damages Claims), and the validity, extent, priority and nonavoidability of consensual and nonconsensual liens and other encumbrances;

(ii) to issue injunctions or take such other actions or make such other orders as may be necessary or appropriate to restrain interference with the Plan or its execution or implementation by any Person, to construe and to take any other action to enforce and execute the Plan, the Confirmation Order, or any other order of the Bankruptcy Court, to issue such orders as may be necessary for the implementation, execution, performance and consummation of the Plan and all matters referred to herein, including any release or injunction provisions set forth herein, and to determine all matters that may be pending before the Bankruptcy Court in the Reorganization Cases on or before the Effective Date with respect to any Person;

(iii) to protect the property of the Estates from claims against, or interference with, such property, including actions to quiet or otherwise clear title to such property or to resolve any dispute concerning liens, security interest or encumbrances on any property of the Estate wherever located;

(iv) to determine any and all applications for allowance of Fee Claims;

(v) to determine any Priority Tax Claims, Priority Non-Tax Claims, Administrative Expense Claims or any other request for payment of claims or expenses entitled to priority under section 507(a) of the Bankruptcy Code;

(vi) to resolve any dispute arising under or related to the implementation, execution, consummation or interpretation of the Plan (including any release or injunction provisions set forth herein) and the making of Plan Distributions hereunder;

(vii) to determine any and all motions related to the rejection, assumption or assignment of executory contracts or unexpired leases, to determine any motion to reject an executory contract or unexpired lease pursuant to Section 10.3 of this Plan or to resolve any disputes relating to the appropriate

Cure Amount or other issues related to the assumption of executory contracts or unexpired leases in the Reorganization Cases;

(viii) to determine all applications, motions, adversary proceedings, contested matters, actions, and any other litigated matters instituted in and prior to the closing of the Reorganization Cases, including any remands;

(ix) to enter a final decree closing each of the Reorganization Cases;

(x) to modify the Plan under section 1127 of the Bankruptcy Code, remedy any defect, cure any omission, or reconcile any inconsistency in the Plan or the Confirmation Order so as to carry out its intent and purposes;

(xi) to issue such orders in aid of consummation of the Plan and the Confirmation Order notwithstanding any otherwise applicable non-bankruptcy law, with respect to any Person, to the full extent authorized by the Bankruptcy Code;

(xii) to enable the Reorganized Debtors to prosecute any and all proceedings to set aside liens or encumbrances and to recover any transfers, assets, properties or damages to which the Debtors may be entitled under applicable provisions of the Bankruptcy Code or any other federal, state or local laws except as may be waived pursuant to the Plan;

(xiii) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

(xiv) to enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;

(xv) to resolve any disputes concerning whether a Person had sufficient notice of the Reorganization Cases, any applicable Bar Date, the hearing to consider approval of the Disclosure Statement or the Confirmation Hearing or for any other purpose;

(xvi) to resolve any dispute or matter arising under or in connection with any order of the Bankruptcy Court entered in the Reorganization Cases;

(xvii) to hear and resolve any causes of action involving the Debtors, the Reorganized Debtors or the Estates that arose prior to the Confirmation Date or in connection with the implementation of the Plan, including actions to avoid or recover preferential transfers or fraudulent conveyances;

(xviii) to resolve any disputes concerning any release of a non-Debtor hereunder or the injunction against acts, employment of process or actions against such non-Debtor arising hereunder;

(xix) to approve any Plan Distributions, or objections thereto, under the Plan;

(xx) To hear and resolve any disputes arising from or relating to (i) any orders of the Bankruptcy Court granting relief under Bankruptcy Rule 2004, or (ii) any protective orders entered by the Bankruptcy Court in connection with the foregoing;

(xxi) To resolve disputes concerning any reserves with respect to Disputed Claims or the administration thereof;

(xxii) to approve any Claims settlement entered into or offset exercised by the Debtors or Reorganized Debtors; and

(xxiii) to determine such other matters, and for such other purposes, as may be provided in the Confirmation Order, or as may be authorized under provisions of the Bankruptcy Code;

provided, however, notwithstanding anything to the contrary in the Plan or the Confirmation Order, after the Effective Date, the Bankruptcy Court's retention of jurisdiction shall not govern the enforcement of any Plan Document or any of the documentation related thereto that has a choice of venue provision, which provision shall govern exclusively.

(b) Failure of the Bankruptcy Court to Exercise Jurisdiction. If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Reorganization Cases, then Section 13.1(a) of this Plan shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

13.2. ***Retiree Benefits.***

On and after the Effective Date, pursuant to section 1129(a)(13) of the Bankruptcy Code, the Reorganized Debtors shall continue to pay all retiree benefits (within the meaning of, and subject to the limitations of, section 1114 of the Bankruptcy Code), if any, at the level established in accordance with section 1114 of the Bankruptcy Code, at any time prior to the Confirmation Date, for the duration of the period for which the Debtors had obligated themselves to provide such benefits. Nothing herein shall: (a) restrict the Debtors' or the Reorganized Debtors' right to modify the terms and conditions of the retiree benefits, if any, as otherwise permitted pursuant to the terms of the applicable plans, non-bankruptcy law, or section 1114(m) of the Bankruptcy Code; or (b) be construed as an admission that any such retiree benefits are owed by the Debtors.

13.3. ***Creditors' Committee.***

The Creditors' Committee shall continue in existence until the Effective Date to exercise those powers and perform those duties specified in section 1103 of the Bankruptcy Code. On the Effective Date, the Creditors' Committee shall be dissolved automatically and its

members shall be deemed released of all of their duties, responsibilities and obligations in connection with the Reorganization Cases or this Plan and its implementation, and the retention or employment of the Creditors' Committee's Professional Persons and agents shall terminate as of the Effective Date; provided, however, the Creditors' Committee shall survive ~~(i)~~ in order for its Professional Persons to pursue their Fee Claims and represent the Creditors' Committee in connection with the review of and right to be heard in connection with all Fee Claims and the claims for fees and expenses of the professionals of the Consenting Noteholders and Consenting Lenders, respectively, as provided in the DIP Order and the Restructuring Support Agreement, and ~~(ii) in order to fully adjudicate or resolve the Debtors' contemplated motion seeking to fix a portion of the Disputed Claims Reserve that can be used to make an initial, interim distribution~~ on Allowed ~~Other Unsecured Claims~~, and the Creditors' Committee and its Professional Persons shall be compensated therefor in connection with ~~both of~~ the foregoing.

13.4. *Committee Member Expense Claims & Notes Trustee Fee Claims.*

(a) Subject to the below proviso, the Debtors or the Reorganized Debtors shall pay the reasonable, actual Committee Member Expense Claims on the Effective Date in respect of outstanding invoices submitted to the Debtors, counsel for the Consenting Noteholders and counsel for the Consenting Lenders on or prior to the tenth day immediately preceding the Effective Date (which invoices may include a reasonable estimate of fees and expenses that may be incurred from the date of the last invoice through the Effective Date), provided that none of the Debtors the Consenting Noteholders or the Consenting Lenders object to the reasonableness of the Committee Member Expense Claims. To the extent that the Debtors, the Consenting Noteholders or the Consenting Lenders object to the reasonableness of any portion of the Committee Member Expense Claims, the Debtors or Reorganized Debtors, as applicable, shall not pay such disputed portion until either such objection is resolved or a further order of the Bankruptcy Court is entered providing for payment of such disputed portion.

(b) As soon as practicable following the Effective Date, each holder of a Committee Member Expense Claim shall submit an invoice (detailing reasonable, actual fees and expenses) covering any unbilled period through the Effective Date and return any excess amounts paid on account of such previously submitted estimate. Provided, however, that to receive payment pursuant to this Section 13.4(a), each holder of a Committee Member Expense Claim shall provide reasonable and customary detail (such invoices shall not be required to comply with the U.S. Trustee fee guidelines but shall be sufficiently detailed to enable a determination as to the reasonableness of such fees and expenses (without limiting the right of the various professionals or parties to redact privileged, confidential or sensitive information)) along with or as part of all invoices submitted in support of its respective Committee Member Expense Claim to the Debtors, counsel to the Consenting Noteholders and counsel to the Consenting Lenders. In the event that no Committee Member Expense Claims are paid pursuant to the Plan because this Section 13.4(a) is not operative, Creditors' Committee members (other than the Notes Trustee) shall have the right to file a substantial contribution application on account of such unpaid reasonable, actual fees (provided, with respect to any such substantial contribution application filed by Henry Schein, Inc., that the Claims for reasonable, actual attorneys' fees and expenses incurred by Henry Schein, Inc.'s outside counsel (in connection with the Reorganization Cases) from the Commencement Date through the Effective Date do not

exceed the $100,000 cap), which application the Consenting Noteholders and the Debtors or Reorganized Debtors, as applicable, shall support.

(c) The Debtors or the Reorganized Debtors, on the Effective Date to the extent invoiced, or as soon as reasonably practicable following receipt of invoices post-Effective Date (which invoices shall not be required to comply with the U.S. Trustee fee guidelines but shall be sufficiently detailed to enable a determination as to the reasonableness of such fees and expenses (without limiting the right of the various professionals or parties to redact privileged, confidential or sensitive information)) (and which invoices shall also be provided to the Consenting Lenders), shall pay the Notes Trustee Fee Claims incurred through the Effective Date; provided, however, if the Debtors, the Reorganized Debtors, or the Consenting Lenders, as applicable, and the Notes Trustee cannot agree with respect to the reasonableness of the fees and expenses to be paid, the Debtors or the Reorganized Debtors, as applicable, shall (i) pay the undisputed portion of any invoices submitted with respect to Notes Trustee Fee Claims, (ii) place the disputed amounts of any such invoices in escrow, and (iii) notify the Notes Trustee of any dispute within ten (10) days after the presentation of such invoices. Upon such notification, the Notes Trustee may assert its charging lien pursuant to the terms of the Indentures to pay the disputed and unpaid portion of the Notes Trustee Fee Claims, and/or after the parties have attempted in good faith to resolve any such dispute for at least fifteen (15) days after the notification of the dispute, may submit such dispute for resolution to the Bankruptcy Court; provided, however, that the Bankruptcy Court's review shall be limited to a determination under the reasonableness standard in accordance with the Indentures. Nothing herein (including, without limitation, any release, discharge or injunction provided under the Plan) shall impair, waive, discharge or negatively affect any charging lien for any fees, costs and expenses not paid pursuant to this Plan and otherwise claimed by the Notes Trustee in accordance with the Indentures.

13.5. ***Amendments.***

(a) Preconfirmation Amendment. The Debtors may modify the Plan, subject to the reasonable consent of the Required Consenting Lenders, the Required Consenting Noteholders and (solely with respect to the Committee Plan Issues) the Creditors' Committee (which consents shall not be unreasonably withheld or delayed), and subject to section 1127 of the Bankruptcy Code, at any time prior to the entry of the Confirmation Order provided that the Plan, as modified, and the disclosure statement pertaining thereto meet applicable Bankruptcy Code requirements.

(b) Postconfirmation Amendment Not Requiring Resolicitation. After the entry of the Confirmation Order, the Debtors may modify the Plan, subject to the reasonable consent of the Required Consenting Lenders, the Required Consenting Noteholders and (solely with respect to the Committee Plan Issues) the Creditors' Committee (which consents shall not be unreasonably withheld or delayed), and subject to section 1127 of the Bankruptcy Code, to remedy any defect or omission or to reconcile any inconsistencies in the Plan or in the Confirmation Order, as may be necessary to carry out the purposes and effects of the Plan; provided that the Debtors obtain approval of the Bankruptcy Court for such modification, after notice and a hearing. Any waiver under Section 11.3 of this Plan shall not be considered to be a modification of the Plan.

(c) Postconfirmation/Preconsummation Amendment Requiring Resolicitation. After the Confirmation Date and before substantial consummation of the Plan, the Debtors may modify the Plan, subject to the reasonable consent of the Required Consenting Lenders, the Required Consenting Noteholders and (solely with respect to the Committee Plan Issues) the Creditors' Committee (which consents shall not be unreasonably withheld or delayed), and subject to section 1127 of the Bankruptcy Code, in a way that materially and adversely affects the interests, rights, treatment, or Plan Distributions of a Class of Claims or Interests; provided that: (i) the Plan, as modified, meets applicable Bankruptcy Code requirements; (ii) the Debtors obtain Bankruptcy Court approval for such modification, after notice and a hearing; (iii) such modification is accepted by the holders of at least two-thirds in amount, and more than one-half in number, of Allowed Claims or Interests voting in each Class affected by such modification; and (iv) the Debtors comply with section 1125 of the Bankruptcy Code with respect to the Plan as modified.

13.6. ***Revocation or Withdrawal of this Plan.***

The Debtors reserve the right to revoke or withdraw this Plan prior to the Effective Date, subject to the reasonable consent of the Required Consenting Lenders, the Required Consenting Noteholders and (solely with respect to the Committee Plan Issues) the Creditors' Committee (which consents shall not be unreasonably withheld or delayed). To the extent that the Confirmation Order has been entered, the Debtors will seek revocation of the Confirmation Order prior to revoking or withdrawing the Plan. If the Debtors take such action, this Plan shall be deemed null and void.

13.7. ***Confirmation Order.***

The Confirmation Order shall, and is hereby deemed to, ratify all transactions effected by the Debtors during the period commencing on the Commencement Date and ending on the Confirmation Date, except for any acts constituting gross negligence, willful misconduct or fraud.

13.8. ***Allocation of Plan Distributions Between Principal and Interest.***

To the extent that any Allowed Claim entitled to a distribution under the Plan consists of indebtedness and other amounts (such as accrued but unpaid interest thereon), such distribution shall be allocated first to the principal amount of the Claim (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claim, to such other amounts.

13.9. ***Severability.***

If, prior to the entry of the Confirmation Order, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors, subject to the reasonable consent of the Required Consenting Lenders, the Required Consenting Noteholders and (solely with respect to the Committee Plan Issues) the Creditors' Committee (which consents shall not be unreasonably withheld or delayed), shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent reasonably practicable, consistent with the original purpose of the term or

provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of this Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

13.10. ***Governing Law.***

Except to the extent the Bankruptcy Code, Bankruptcy Rules, or other federal laws apply, the rights and obligations arising under the Plan shall be governed by the laws of the State of Delaware, without giving effect to principles of conflicts of law.

13.11. ***Section 1125(e) of the Bankruptcy Code.***

The Debtors have, and upon confirmation of this Plan shall be deemed to have, solicited acceptances of this Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, and the Debtors (and their affiliates, agents, directors, officers, employees, advisors, and attorneys) have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer, issuance, sale, and purchase of the securities offered and sold under this Plan, and therefore are not, and on account of such offer, issuance, sale, solicitation, and/or purchase will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or offer, issuance, sale, or purchase of the securities offered and sold under this Plan.

13.12. ***Time.***

In computing any period of time prescribed or allowed by the Plan, unless otherwise set forth herein or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

13.13. ***Monetary Figures.***

All references in the Plan to monetary figures shall refer to legal currency of the United States of America, unless otherwise expressly provided.

13.14. ***Successors and Assigns.***

The rights, benefits, and obligations of any Person named or referred to in the Plan shall be binding upon, and shall inure to the benefit of, the heirs, executors, administrators, successors and/or assigns of such Person.

13.15. ***Controlling Documents.***

To the extent any Plan Document is inconsistent with the Plan, the Disclosure Statement, or any other agreement entered into between the Debtors and any party, the such Plan Document shall control. To the extent the Plan is inconsistent with the Disclosure Statement or

any other agreement entered into between the Debtors and any party (other than any Plan Document), the Plan controls the Disclosure Statement and any other such agreements. To the extent that the Plan or any Plan Document is inconsistent with the Confirmation Order, the Confirmation Order (and any other orders of the Bankruptcy Court) control the Plan or any Plan Document.

13.16. ***Hart-Scott-Rodino Antitrust Improvements Act.***

Any New Common Stock to be distributed under the Plan to an entity required to file a Premerger Notification and Report Form under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, or any similar state laws or regulations, shall not be distributed until the notification and waiting periods applicable under such Act to such entity shall have expired or been terminated. In the event any applicable notification and waiting periods do not expire without objection, the Debtors or the Reorganized Debtors, as applicable, or their agent shall, in their sole discretion, be entitled to sell such entity's shares of New Common Stock that were to be distributed under the Plan to such entity, and thereafter shall distribute the proceeds of the sale to such entity.

13.17. ***Notices.***

All notices or requests in connection with the Plan shall be in writing and will be deemed to have been given when received by mail and addressed to:

Rural/Metro Corporation
9221 E. Via de Ventura
Scottsdale, AZ 85258
Attn: Stephen Farber
Telephone: 800-352-2309

-and-

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019-6099
Attn: Matthew Feldman, Esq.
Rachel C. Strickland, Esq.
Daniel I. Forman, Esq.
Telephone: (212) 728-8000
Facsimile: (212) 728-8111

13.18. ***Payment of Statutory Fees.***

All fees payable pursuant to section 1930 of title 28 of the United States Code, due and payable through the Effective Date shall be paid by the Debtors on or before the Effective Date and amounts due thereafter shall be paid by the Reorganized Debtors in the ordinary course until the entry of a Final Order closing the Reorganization Cases. Any deadline for filing Administrative Expense Claims shall not apply to fees payable pursuant to section 1930 of title 28 of the United States Code.

13.19. ***Reservation of Rights.***

Except as expressly set forth herein, the Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order. None of the filing of the Plan, any statement or provision contained herein, or the taking of any action by the Debtors with respect to the Plan shall be or shall be deemed to be, an admission or waiver of any rights of the Debtors with respect to any Claims or Interests prior to the Effective Date.

Dated: October 31, 2013

Respectfully submitted,

RURAL/METRO CORPORATION
on behalf of itself and its affiliated Debtors

By:_____
Stephen Farber
Executive Vice President and Chief Financial Officer

Counsel:

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Rodney Square
1000 North King Street
Wilmington, DE 19801
(302) 571-6600

Co-Counsel for the Debtors and Debtors in Possession

Schedule 10.1

Rejected Contracts

Rural Metro Corporation
Reject

Contract Counterparty	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country
43 COURT STREET REALTY COMPANY	43 COURT STREET 700				BUFFALO	NY	57104	UNITED STATES
43 COURT STREET REALTY COMPANY	43 COURT STREET 700				BUFFALO	NY	57104	UNITED STATES
ACTION CARE AMBULANCE (KAISER SUBCONTRACTOR)	PO BOX 2439				PARKER	CO	80134	UNITED STATES
Adjustment Service of N.A. Inc	P.O. Box 448				Alcoa	TN	37701	UNITED STATES
AGI LEASING CORPORATION	PO BOX 246				BELLEVUE	WA	98009-0246	UNITED STATES
AIR LIQUIDE (Tucson)	LEGAL DEPARTMENT	ATTN: GWENDOLYN YOUNG SMITHHEART,	2700 POST OAK SUITE 325		HOUSTON	TX	77056	UNITED STATES
AIR LIQUIDE HEALTHCARE AMERICA CORP	432 N. 44TH STREET SUITE 290				PHOENIX	AZ	85034	UNITED STATES
AIR LIQUIDE HEALTHCARE AMERICA CORP2	432 N. 44TH STREET SUITE 290				PHOENIX	AZ	85034	UNITED STATES
AIR LIQUIDE HEALTHCARE AMERICA CORP3	432 N. 44TH STREET SUITE 290				PHOENIX	AZ	85034	UNITED STATES
ALPINE WASTE AND RECYCLING	7475 E 84TH AVE				COMMERCE CITY	CO	80022	UNITED STATES
Alsco	PO Box 1280				Medford	OR	97501	UNITED STATES
Alsco2	PO Box 1280				Medford	OR	97501	UNITED STATES
AMERICAN TOWERS LLC	10 PRESIDENTIAL WAY				WOBURN	MA	01801	UNITED STATES
ANDREWS, JONATHAN	3915 149TH ST. SW				LYNNWOOD	WA	98087	UNITED STATES
Andy Daniels	ATTN: ANDY DANIELS	FARRIS BOBANGO PLC	618 Church Street	Suite 300	Nashville	TN	37219	UNITED STATES
ANTEAU, TONY	42012 GARDNER DRIVE				ALPHARETTA	GA	30009	UNITED STATES
AON	C/O POST & SCHELL P.C.	ATTN: BRIAN W. BISIGNANI, ESQ.	17 NORTH 2ND STREET 12TH FLOOR		HARRISBURG	PA	17101	UNITED STATES
AON	2555 E CAMELBACK RD	STE 700			PHOENIX	AZ	850016	UNITED STATES
AON HEWITT	100 HALF DAY ROAD				LINCOLNSHIRE	IL	60069	UNITED STATES
ARIZONA PHYSICIANS IPA	3141 N 3RD AVE				PHOENIX	AZ	85013	UNITED STATES
Arkadin Inc.	ATTN: RONAN LAUMONT, US FINANCIAL CONTROLLER	5 CONCORSE PARKWAY NE SUITE 1600			ATLANTA	GA	30328	UNITED STATES
Arrow Uniform	6400 Monroe Blvd.				Taylor	MI	48180	UNITED STATES
ARROWHEAD HEALTH CENTERS	16222 NORTH 59TH AVE	SUITE A-100			GLENDALE	AZ	85306	UNITED STATES
AT&T	ONE AT&T WAY				BEDMINSTER	NJ	07921	UNITED STATES
AT&T ADVERTISING LP	C/O AT&T SERVICES, INC	ATTN: KAREN A. CAVAGNARO, LEAD PARALEGAL	ONE AT&T WAY, ROOM 3A104		BEDMINSTER	NJ	07921	UNITED STATES
AT&T COMMUNICATION SYSTEMS SOUTHEAST	C/O AT&T SERVICES, INC	ATTN: KAREN A. CAVAGNARO, LEAD PARALEGAL	ONE AT&T WAY, ROOM 3A104		BEDMINSTER	NJ	07921	UNITED STATES
AT&T CORPORATION	C/O AT&T SERVICES, INC	ATTN: KAREN A. CAVAGNARO, LEAD PARALEGAL	ONE AT&T WAY, ROOM 3A104		BEDMINSTER	NJ	07921	UNITED STATES
AT&T INC.	C/O AT&T SERVICES, INC	ATTN: KAREN A. CAVAGNARO, LEAD PARALEGAL	ONE AT&T WAY, ROOM 3A104		BEDMINSTER	NJ	07921	UNITED STATES
AT&T MOBILITY	C/O AT&T SERVICES, INC	ATTN: KAREN A. CAVAGNARO, LEAD PARALEGAL	ONE AT&T WAY, ROOM 3A104		BEDMINSTER	NJ	07921	UNITED STATES
AT&T MOBILITY II LLC	C/O AT&T SERVICES, INC	ATTN: KAREN A. CAVAGNARO, LEAD PARALEGAL	ONE AT&T WAY, ROOM 3A104		BEDMINSTER	NJ	07921	UNITED STATES
AT&T MOBILITY II LLC2	C/O AT&T SERVICES, INC	ATTN: KAREN A. CAVAGNARO, LEAD PARALEGAL	ONE AT&T WAY, ROOM 3A104		BEDMINSTER	NJ	07921	UNITED STATES
AT&T MOBILITY II LLC3	C/O AT&T SERVICES, INC	ATTN: KAREN A. CAVAGNARO, LEAD PARALEGAL	ONE AT&T WAY, ROOM 3A104		BEDMINSTER	NJ	07921	UNITED STATES
AT&T MOBILITY II LLC4	C/O AT&T SERVICES, INC	ATTN: KAREN A. CAVAGNARO, LEAD PARALEGAL	ONE AT&T WAY, ROOM 3A104		BEDMINSTER	NJ	07921	UNITED STATES
AT&T MOBILITY II LLC5	C/O AT&T SERVICES, INC	ATTN: KAREN A. CAVAGNARO, LEAD PARALEGAL	ONE AT&T WAY, ROOM 3A104		BEDMINSTER	NJ	07921	UNITED STATES
AT&T U-VERSE	C/O AT&T SERVICES, INC	ATTN: KAREN A. CAVAGNARO, LEAD PARALEGAL	ONE AT&T WAY, ROOM 3A104		BEDMINSTER	NJ	07921	UNITED STATES
AUGUST, GARY	8151 E ADOBE RIDGE				YUMA	AZ	85365	UNITED STATES
BAJA OOS, LLC	4260 BUCKINGHAM DRIVE				COLORADO SPRINGS	CO	80907	UNITED STATES
BAKER, JEFF	4944 E HALIFAX				MESA	AZ	85205	UNITED STATES
Banner Health Foundation	ATTN: Ms. Andy Kramer Petesen	1025 N. 3rd Street	Suite 250		PHOENIX	AZ	85004	UNITED STATES
BAPTIST MEMORIAL HOSPITAL-BOONEVILLE INC.	100 HOSPITAL STREET				BOONEVILLE	MS	38829	UNITED STATES
Baptist Work	PO Box 950243				LOUISVILLE	KY	40295-0243	UNITED STATES
BARTOS, SCOTT	450 KNIGHTS RUN AVE	#164			TAMPA	FL	33602	UNITED STATES
BAYSHORE AMBULANCE (KAISER SUBCONTRACTOR)	PO BOX 4612	370 HATCH DR.			FOSTER CITY	CA	94404	UNITED STATES
BETTY GARDELLA TRUST C/O EAGLE COMMERCIAL	8877 W. UNION HILLS DR. 100				PEORIA	AZ	85382-3008	UNITED STATES
BLACKBURN, STEVEN	591 BAINBRIDGE ST				PICKERINGTON	OH	43147	UNITED STATES
BOARDMAN SPECIALTY CARE	5665 SOUTH AVE.				BOARDMAN	OH	44512	UNITED STATES
BOULDER CENTER OF AGE/CEDALION HEALTH	3933 PROMONTORY CT.				BOULDER	CO	80304	UNITED STATES
BRADLEY, ADIN	61 REHM RD				LANCASTER	NY	14086	UNITED STATES
BRADY CONSULTING DBA NINTH BRAIN	4282 BROCKTON DR. SE				GRAND RAPIDS	MI	49512	UNITED STATES
BRANDAU, MARTY	27538 N 67TH WAY				SCOTTSDALE	AZ	85266	UNITED STATES
BRANDAU, MARTY	27538 N 67TH WAY				SCOTTSDALE	AZ	85266	UNITED STATES
BRANDHUBER, THOMAS	614 W CALLE DADIVOSO				TUCSON	AZ	85704	UNITED STATES
BROADVIEW NETWORKS INC	ATTN: LISA LA CALLE, BANKRUPTCY ANALYST	800 WESTCHESTER AVENUE	SUITE N501		RYE BROOK	NY	10573	UNITED STATES
BURDEN, LAWRENCE C. AND STOUT, GERALD	5772 WEST KILGORE AVE.				MUNCIE	IN	47304-4720	UNITED STATES
CANTELME, PATRICK E.	741 W. EL CAMINO DR.				PHOENIX	AZ	85021	UNITED STATES
CAPITAL RECOVERY SYSTEMS, INC.	750 Cross Pointe Rd	Suite S			Columbus	OH	43230	UNITED STATES
CAPRICE HEALTHCARE CENTER	9184 MARKET STREET				NORTH LIMA	OH	44452	UNITED STATES
CAREPOINT, P.C.	5600 S. QUEBEC STREET, #313A				GREENWOOD VILLAGE	CO	80111	UNITED STATES
CATES, BRIAN	31771 ISLE ROYAL				LAGUNA NIGUEL	CA	92677	UNITED STATES
CENTREPOINT APARTMENTS	3220 W. INA ROAD APT #21107				TUCSON	AZ	85741	UNITED STATES
CHASE-PUBLIC POLICY PARTNERS	1101 VIA MIL CUMBRES				SOLANA BEACH	CA	92075	UNITED STATES
CINCINNATI BELL TELEPHONE	ATTN: LINDA SEARLE, BANKRUPTCY SPECIALIST	221 E. 4TH STREET			CINCINNATI	OH	45202	UNITED STATES
CINEFLIX (CODE 9) INC.	110 SPADINA AVE	SUITE 400			TORONTO	ON	M5V 2K4	CANADA
Cintas	PO Box 630910				Cincinnati	OH	45263-0803	UNITED STATES
Cintas	PO Box 630910				Cincinnati	OH	45263-0910	UNITED STATES
Cintas	PO Box 630910				Cincinnati	O	45263	UNITED STATES
Cintas	PO Box 630803				Cincinnati	OH	45263	UNITED STATES
Cintas	PO Box 630921				Cincinnati	OH	45263	UNITED STATES
Cintas	PO Box 630910				Cincinnati	OH	45263-0910	UNITED STATES

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Rural Metro Corporation
Reject

Contract Counterparty	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country
Cintas	PO Box 630910				Cincinnati	OH	45263-0910	UNITED STATES
Cintas	PO Box 630910				Cincinnati	OH	45263-0910	UNITED STATES
Cintas	PO Box 630910				Cincinnati	OH	45263-0910	UNITED STATES
Cintas	PO Box 29059				Phoenix	AZ	85038-9059	UNITED STATES
Cintas	PO Box 29059				Phoenix	AZ	85038-9059	UNITED STATES
Cintas	PO Box 1566				Vista	CA	92085	UNITED STATES
Cintas	777 139th Ave				San Leandro	CA	94578	UNITED STATES
CINTAS CORPORATION	LOCATION 782	ATTN: RENEE LINEHAN, OFFICE MANAGER	PO BOX 630910		CINCINNATI	OH	45263-0910	UNITED STATES
CINTAS CORPORATION #302	LOCATION 782	ATTN: RENEE LINEHAN, OFFICE MANAGER	PO BOX 630910		CINCINNATI	OH	45263-0910	UNITED STATES
CINTAS CORPORATION #630	LOCATION 782	ATTN: RENEE LINEHAN, OFFICE MANAGER	PO BOX 630910		CINCINNATI	OH	45263-0910	UNITED STATES
CINTAS CORPORATION #694	LOCATION 782	ATTN: RENEE LINEHAN, OFFICE MANAGER	PO BOX 630910		CINCINNATI	OH	45263-0910	UNITED STATES
CINTAS CORPORATION NO 2	LOCATION 782	ATTN: RENEE LINEHAN, OFFICE MANAGER	PO BOX 630910		CINCINNATI	OH	45263-0910	UNITED STATES
CINTAS CORPORATION NO 3	LOCATION 782	ATTN: RENEE LINEHAN, OFFICE MANAGER	PO BOX 630910		CINCINNATI	OH	45263-0910	UNITED STATES
CINTAS DOCUMENT MANAGEMENT	LOCATION 782	ATTN: RENEE LINEHAN, OFFICE MANAGER	PO BOX 630910		CINCINNATI	OH	45263-0910	UNITED STATES
CIVIL TOWN OF CLARKSVILLE	1414 VAXTER AVENUE				CLARKSVILLE	IN	47129	UNITED STATES
CLEANSTAR	483-A COMMERCE PARK DR.				MARIETTA	GA	30060	UNITED STATES
CLIFT, KIMBERLY	6853 KEEFE RD				FERNDALE	WA	98248	UNITED STATES
CLOWARD, PAUL	6142 LOUKELTON CIRCLE				SAN DIEGO	CA	92120	UNITED STATES
COLLECTIONS SERVICE BUREAU, INC.	ATTN: CHRIS BECRAFT, PRESIDENT	2901 N. 78TH STREET	PO BOX 310		SCOTTSDALE	AZ	85252-0310	UNITED STATES
COMCAST COMMUNICATIONS	PO BOX 105257				ATLANTA	GA	30348-5257	UNITED STATES
COMCAST OF INDIANAPOLIS	PO BOX 3006				SOUTHEASTERN	PA	19398-3006	UNITED STATES
COMDOC LEASING	PO BOX 6434				CAROL STREAM	IL	60197-6434	UNITED STATES
COMDOC LEASING2	PO BOX 6434				CAROL STREAM	IL	60197-6434	UNITED STATES
COMMVAULT SYSTEMS INC.	2 CRESCENT PLACE				OCEANPORT	NJ	7757	UNITED STATES
COMPLYSMART, LLC	11259 N. VIA LINDA	SUITE 100			SCOTTSDALE	AZ	85259	UNITED STATES
CONCEPT COMMUNICATIONS	10250 SADDLE POINT DR				FERN CREEK	KY	40291	UNITED STATES
CONTRACT_86	PO BOX 1502				TACOMA	WA	98401-9836	UNITED STATES
COOK'S PEST PATROL	209 GILBERT FERRY RD				ATTALLA	AL	35954	UNITED STATES
COUNTY OF SAN DIEGO HLTH & HUMAN SVCS AGENCY (GT)	3944 MURPHY CANYON ROAD	C207			SAN DIEGO	CA	92123	UNITED STATES
CURTIS	490 W. MAGEE RD.				TUCSON	AZ	85704-6438	UNITED STATES
D & P, LLC	13705 B. ST.				OMAHA	NE	68144-3619	UNITED STATES
DILIGENT BOARDBOOKS	39 WEST 37TH STREET	8TH FLOOR			NEW YORK	NY	10018	UNITED STATES
DISH Network	PO BOX 105169				ATLANTA	GA	30348-5169	UNITED STATES
DISTINCTIVE DESIGNS	7302 67TH PL NE				MARYSVILLE	WA	98270	UNITED STATES
DOGGETT, RICH	5007 ARGENTINE CT				CINCINNATI	OH	45244	UNITED STATES
EARTHLINK BUSINESS FBDA ONE COMMUNICATIONS	PO BOX 88104				CHICAGO	IL	60680-1104	UNITED STATES
Elevate	ATTN: SCOTT BARRETT, MANAGING MEMBER	16870 W BERNARDO DR	SUITE 400		SAN DIEGO	CA	92127	UNITED STATES
EMCOR SERVICES	400 LAKE RIDGE DR.				SMYRNA	GA	30082	UNITED STATES
EMCOR SERVICES2	400 LAKE RIDGE DR.				SMYRNA	GA	30082	UNITED STATES
EVI GROUP, LLC	2175 NORTH ALMA SCHOOL RD BUILDING C, SUITE 102				CHANDLER	AZ	85224	UNITED STATES
FARBER, STEPHEN	57 AUDUBON ROAD				WELLESLEY	MA	02481	UNITED STATES
FIRST ALARM	1111 ESTATES DR.				APTOS	CA	95003	UNITED STATES
FIRST CALIFORNIA2	5580 HAVANA ST. 11A				DENVER	CO	80239-2036	UNITED STATES
FIRSTWATCH	322 ENCINITAS BLVD	SUITE 100			ENCINITAS	CA	92024	UNITED STATES
FISHER, ROBERT	7563 N VIA DE LA LUNA				SCOTTSOALE	AZ	85258	UNITED STATES
FORGIONE, PHILIP	5511 CALUMET AVENUE				LA JOLLA	CA	92037	UNITED STATES
FRANCOTYP POSTALIA INC	PO BOX 4510				CAROL STREAM	IL	60197-4510	UNITED STATES
FRONTIER COMMUNICATIONS OF AMERICA	PO BOX 20567				ROCHESTER	NY	14602-0567	UNITED STATES
GILLESPIE, DANIEL	6931 W LOGAN DR				NEW PALESTINE	IN	46163	UNITED STATES
GOWER, JR., JAMES W.	6870 HILLSHIRE S				MEMPHIS	TN	38133	UNITED STATES
GRAZI COMMUNICATIONS, LLC	6445 E. OHIO AVE, SUITE 100				DENVER	CO	80224	UNITED STATES
GREENS AT IRENE	4741 SOUTHERN HILL				SHELBY COUNTY	TN	38125	UNITED STATES
HASLER FINANCIAL SERVICES - H1101647	25881 NETWORK PLACE				CHICAGO	IL	60673-1258	UNITED STATES
HASLER FINANCIAL SERVICES - N09071380	25881 NETWORK PLACE				CHICAGO	IL	60673-1258	UNITED STATES
HASLER FINANCIAL SERVICES - 222 E Main St	25881 NETWORK PLACE				CHICAGO	IL	60673-1258	UNITED STATES
HASLER FINANCIAL SERVICES - H10061586	25881 NETWORK PLACE				CHICAGO	IL	60673-1258	UNITED STATES
HASLER FINANCIAL SERVICES - H10081493A	25881 NETWORK PLACE				CHICAGO	IL	60673-1258	UNITED STATES
HASLER FINANCIAL SERVICES - N09111037	25881 NETWORK PLACE				CHICAGO	IL	60673-1258	UNITED STATES
HEART HOSPITAL OF SOUTH DAKOTA, LLC	911 E. 20TH ST.	106			SIOUX FALLS	SD	57105	UNITED STATES
HITCHCOCK, J. ROE	5419 CAYMAN DRIVE	SUITE 100			Carmel	IN	46033	UNITED STATES
Holston (Kentucky)	ATTN: JAN GRAVES, CREDIT MGR	P. O. BOX #27248			KNOXVILLE	TN	37927	UNITED STATES
Holston (Kentucky)2	ATTN: JAN GRAVES, CREDIT MGR	P. O. BOX #27248			KNOXVILLE	TN	37927	UNITED STATES
Holston (Kentucky)3	ATTN: JAN GRAVES, CREDIT MGR	P. O. BOX #27248			KNOXVILLE	TN	37927	UNITED STATES
INDIANA UNIVERSITY HEALTH BEDFORD HOSPITAL	2900 W 16TH ST				BEDFORD	IN	47421	UNITED STATES
INTEGRA TELECOM INC	PO BOX 2966				MILWAUKEE	WI	53201-2966	UNITED STATES
IRON MOUNTAIN2	DISTRICT NAME - PHOENIX	PO BOX 601002			GILBERT	CA	91189-1002	UNITED STATES
ISAACSON & MOORE, P.C.	3101 N CENTRAL AVE	#740			PHOENIX	AZ	85012	UNITED STATES
ISKANDER, RAYMOND	31201 OLD SAN JUAN ROAD				SAN JUAN CAPISTRANO	CA	92675	UNITED STATES
JAMES, REGINALD	6090 ROCKINGHAM WAY				GAINESVILLE	GA	30506	UNITED STATES

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Reject

Contract Counterparty	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country
JIK MISSION PALMS, LLC	951 WEST ORANGE GROVE ROAD 17103				TUCSON	AZ	85704	UNITED STATES
JOHNSON, WAYNE	1460 COUNTRY VISTAS LANE				BONITA	CA	91902	UNITED STATES
KAITLYN ENTERPRISES	1740 S YUMA ST				DENVER	CO	80223	UNITED STATES
KAROLZAK, JOHN	17734 N 98TH WAY				SCOTTSDALE	AZ	85255	UNITED STATES
KEVANE, CHRISTOPHER	8847 S OAK ST				TEMPE	AZ	85284	UNITED STATES
KEVANE,CHRISTOPHER E.	8847 S OAK ST				TEMPE	AZ	85284	UNITED STATES
KEVANE,CHRISTOPHER E 2	8847 S OAK ST				TEMPE	AZ	85284	UNITED STATES
Koorsen	ATTN: KYLE T RICH, CORP CREDIT MGR	2719 N ARLINGTON AVE			INDIANAPOLIS	IN	46218-3322	UNITED STATES
KREIZEL/PERRY PARTNERSHIP	3265 WALNUT STREET				BOULDER	CO	80301	UNITED STATES
KYLE MOYER & COMPANY	7525 E. CAMELBACK RD, STE 104				SCOTTSDALE	AZ	85251	UNITED STATES
LAFRANCE, STACY	23226 N 23RD PLACE				PHOENIX	AZ	85024	UNITED STATES
LASHLEY, MARK	26289 N PASO TRAIL				SCOTTSDALE	AZ	85255	UNITED STATES
LEISTER SOLUTIONS, LLC	3850 WYOMING STREET				SAINT LOUIS	MO	63116	UNITED STATES
LEWIS, ALAN SR.	80 PERSHING STREET				CORNING	NY	14830	UNITED STATES
LINDBERG, DAVID	8540 E. MCDOWELL ROAD	LOT 17			MESA	AZ	85207	UNITED STATES
LINDBERG, DAVID	8540 E. MCDOWELL ROAD	LOT 17			MESA	AZ	85207	UNITED STATES
MARINA DEL REY HOSPITAL	4650 LINCOLN AVE				LOS ANGELES	CA	90292	UNITED STATES
MARY LANNING MEMORIAL HOSPITAL	715 NO. ST. JOSEPH AVE.				HASTINGS	NE	68901	UNITED STATES
MERCHANTS CREDIT CORPORATION	PO BOX 7416				BELLEVUE	WA	98008	UNITED STATES
MERRITT, LIZ	1616 N ALTA MESA DRIVE	#37			MESA	AZ	85205	UNITED STATES
MESSER, ERIC	4141 OLD CAHABA PARKWAY				HELENA	AL	35080	UNITED STATES
MIDCONTINENT COMMUNICATIONS	PO BOX 5010				SIOUX FALLS	SD	57117-5010	UNITED STATES
MOBILE MINI, INC.	708 W. BASELINE				Mesa	AZ	85201	UNITED STATES
MOODY'S INVESTORS SERVICE	C/O SATTERLEE STEPHENS BURKE & BURKE LLP	ATTN: CHRISTOPHER R. BELMONTE, ESQ.	230 PARK AVENUE		NEW YORK	NY	10169-0079	UNITED STATES
MOORE, KEVIN	672 W CANARY WAY				CHANDLER	AZ	85286	UNITED STATES
Myers Limited Partnership	10002 Santa Fe				Sun City	AZ	85351-3105	UNITED STATES
NEBRASKA METHODIST HEALTH SYSTEM INC.	8511 W. DODGE RD.				OMAHA	NE	68114	UNITED STATES
NEOPOST LEASING - 1400 Centerpoint Blvd 172	25881 NETWORK PLACE				CHICAGO	IL	60673-1258	UNITED STATES
NEOPOST LEASING - 490 W Magee Road	25881 NETWORK PLACE				CHICAGO	IL	60673-1258	UNITED STATES
NEOPOST LEASING - N13042838	25881 NETWORK PLACE				CHICAGO	IL	60673-1258	UNITED STATES
NEOPOST LEASING - Santa Clara	25881 NETWORK PLACE				CHICAGO	IL	60673-1258	UNITED STATES
NEOPOST LEASING - Santa Clara	25881 NETWORK PLACE				CHICAGO	IL	60673-1258	UNITED STATES
NEW PLANET RADIO PHX, LLC.	Sun Valley Farms, Suite VII				Casa Grande	AZ	85222	UNITED STATES
NexAir (Alabama)	PO BOX 125				MEMPHIS	TN	38101-0125	UNITED STATES
NORMAN, MARK	32624 LILAC ROAD				VALLEY CENTER	CA	92082	UNITED STATES
NORNIC INVESTMENTS	2841 UNIT ""C"" CONCORD RD				LAFAYETTE	IN	47909	UNITED STATES
NORRIS AIR	3841 E. MAIN ST				MESA	AZ	85205	UNITED STATES
OFFICE ALLY	PO BOX 872020				VANCOVER	WA	98683	UNITED STATES
ORNGE	20 CARLSON COURT, 4TH FLOOR				TORONTO	ON	M9W 7K6	CANADA
ORNGE	20 CARLSON COURT, 4TH FLOOR				TORONTO	ON	M9W 7K6	CANADA
PACIFIC OFFICE AUTOMATION	14747 NW GREENBRIER PKWY				BEAVERTON	OR	97006	UNITED STATES
PALINSKI, MICHAEL	6945 GATES RD				GATES MILLS	OH	44040	UNITED STATES
Parker & Lynch	Accounting Principals Inc.	DEPT CH 14031			Palatine	IL	60055	UNITED STATES
PEREZ, JORGE	18820 GREENBLUFF DRIVE				LAKE OSWEGO	OR	97034	UNITED STATES
PETROSKI, JAMES F.	148 NORTH SUMMIT STREET A				AKRON	OH	44304	UNITED STATES
PRESTO X	445 BRYANT ST	SUITE 2			DENVER	CO	80204	UNITED STATES
PricewaterhouseCoopers	ATTN: ANDREA CLARK SMITH, ADVISORY DIRECTOR	225 S 6TH STREET, SUITE 1400			MINNEAPLOIS	MN	55402	UNITED STATES
PROGRESSIVE FINANCIAL SERVICE INC	ATTN: BARBARA A. HOERNER, ESQ./CORP. COUNSEL	1919 WEST FAIRMONT, BLDG 8			TEMPE	AZ	85282	UNITED STATES
PROTIVITI INC.	4127 EAST VAN BUREN STREET	SUITE 210			PHOENIX	AZ	85008	UNITED STATES
PRUDENTIAL OVERALL SUPPLY	5102 W. ROOSEVELT				PHOENIX	AZ	85043	UNITED STATES
Prudential Overall Supply	PO Box 11210				Santa Ana	CA	92711-1210	UNITED STATES
Prudential Overall Supply	PO Box 11210				Santa Ana	CA	92711-1210	UNITED STATES
Prudential Overall Supply	PO Box 11210				Santa Ana	CA	92711-1210	UNITED STATES
Prudential Overall Supply	PO Box 11210				Santa Ana	CA	92711	UNITED STATES
Prudential Overall Supply	PO Box 11210				Santa Ana	CA	92711	UNITED STATES
Prudential Overall Supply	PO Box 11210				Santa Ana	CA	92711	UNITED STATES
Prudential Overall Supply	PO Box 11210				Santa Ana	CA	92711	UNITED STATES
QWEST (DBA CENTURYLINK)	1 CALIFORNIA ST	SUITE 900			DENVER	CO	80202	UNITED STATES
QWEST COMMUNICATIONS COMPANY, LLC	1801 CALIFORNIA ST.	#900				CO	80202	UNITED STATES
QWEST CORPORATION	1801 CALIFORNIA ST.	#900				CO	80202	UNITED STATES
QWEST CORPORATION	1801 CALIFORNIA ST.	#900				CO	80202	UNITED STATES
R & G 7TH STREET, LLC	4000 NORTH 7TH STREET 116				PHOENIX	AZ	85014	UNITED STATES
R&M REPEATER LLC	PO BOX 1130				PAYSON	AZ	85547-1130	UNITED STATES
RACY ASSOCIATES, INC.	535 W. BURTON DR.				TUCSON	AZ	85704	UNITED STATES
RAMPART 51, LLC	PO BOX 5039				SALEM	OR	97304-5039	UNITED STATES
REVENUE RECOVERY CORPORATION	7005 MIDDLEBROOK PIKE	PO BOX 50250			KNOXVILLE	TN	37909	UNITED STATES
RICOH USA INC - V1305200268	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES
RICOH USA INC - V2405701496	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES
RICOH USA INC - V6906000518	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES

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Contract Counterparty	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country
RICOH USA INC - V7914900363	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES
RICOH USA INC - V8015101137	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES
RICOH USA INC - V8214901831	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES
RICOH USA INC - V8215101154	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES
RICOH USA INC - V8315101054	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES
RICOH USA INC - V9515000938	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES
RICOH USA INC - V9515100941	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES
RICOH USA INC - V9614900882	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES
RISK ASSESSMENT GROUP	ATTN: BILL HOLMES	PO BOX 27443			TEMPE	AZ	85285	UNITED STATES
RVW STRATEGIES, LLC	101 S. EOLA DR.				ORLANDO	FL	32801	UNITED STATES
RYALS, ROY	1322 E LINDA LN				CHANDLER	AZ	85225	UNITED STATES
SAGGAU & DEROLLO, LLC	97 SOUTH SECOND STREET, SUITE 300				SAN JOSE	CA	95113	UNITED STATES
SAMARITAN EVERGREEN HOSPICE	1046 SIXTH AVE.				SW ALBANY	OR	97321	UNITED STATES
SAP AMERICA, INC.	C/O BROWN & CONNERY, LLP	ATTN: DONALD K. LUDMAN, ESQUIRE	6 N. BROAD STREET, SUITE 100		WOODBURY	NJ	08096	UNITED STATES
SCARBOROUGH, PAUL	17345 BRAMBLE CT				YORBA LINDA	CA	92886	UNITED STATES
SECAP FINANCE	PO BOX 405371				ATLANTA	GA	30384-5371	UNITED STATES
Servall Towel & Linen Supply	213 W 9th Street Sioux Falls				SD	SD	57104	UNITED STATES
SHEEHAN MEMORIAL HOSPITAL	425 MICHIGAN AVE.				BUFFALO	NY	14203	UNITED STATES
SHEEHAN MEMORIAL HOSPITAL	425 MICHIGAN AVE.				BUFFALO	NY	14203	UNITED STATES
SHUMATE MECHANICAL	2805 PREMIER PKWY				DULUTH	GA	30097	UNITED STATES
SIMONSEN, MICHAEL	3127 ORLEANS EAST				SAN DIEGO	CA	92110	UNITED STATES
SKOMSVOLD, RANDALL	5175 VIA MARGARITA				YORBA LINDA	CA	92886	UNITED STATES
SMITH, KENNETH	6925 MAURY DR				OLIVE BRANCH	MS	38654	UNITED STATES
SOUTHERN CARE HOSPICE	5401 ASHLEY CIRCLE	E			AUSTINTOWN	OH	44515	UNITED STATES
Southern Linc	PO Box 740531				ATLANTA	GA	30374-0531	UNITED STATES
SPEED INVESTMENTS, LLC.	3085 FOUNTAINSIDE DRIVE SUITE 101				GERMANTOWN	TN	38138	UNITED STATES
ST. VINCENT DUNN HOSPITAL, INC.	1600 23RD STREET				BEDFORD	IN	47421	UNITED STATES
ST. VINCENT JENNINGS HOSPITAL, INC.	301 HENRY ST.	100			NORTH VERNON	IN	47265	UNITED STATES
STARR DOC MEDICAL DIRECTION PLLC	6636 W. WESTMINSTER DR.				SIOUX FALLS	SD	57106	UNITED STATES
STARWEST ASSOCIATES, LLC	215, 217, & 219 W. ESTATE LN. AND 1014 S. WESTERLY				PAYSON	AZ	85541	UNITED STATES
STARWEST ASSOCIATES, LLC	5424 S. 40TH ST.				PHOENIX	AZ	85040	UNITED STATES
STARWEST ASSOCIATES, LLC	7031 N. 56TH AVE.				GLENDALE	AZ	85304	UNITED STATES
STARWEST ASSOCIATES, LLC	White Tanks				Buckeye	AZ		UNITED STATES
SUDDENLINK COMMUNICATIONS	PO BOX 660365				DALLAS	TX	75266-0365	UNITED STATES
SUMMIT VIEW OF FARRAGUT	12823 KINGSTON PIKE				KNOXVILLE	TN	37922	UNITED STATES
SWA BASELINE, LLC.	708 W. BASELINE				MESA	AZ	85210	UNITED STATES
TAYLOR, JEFFREY	3911 FAIRLANDS DRIVE				PLEASANTON	CA	94588	UNITED STATES
TELESPHERE NETWORKS, LTD.	9237 E. VIA DE VENTURA	SUITE 2506			SCOTTSDALE	AZ	85258	UNITED STATES
THE BOYS & GIRLS CLUBS OF GREATER SCOTTSDALE, INC.	10515 E LAKEVIEW DR				SCOTTSDALE	AZ	85258	UNITED STATES
The Lang Company	ATTN: THOMAS V. WELTER, PRESIDENT	540 S 13TH ST			LOUISVILLE	KY	40203-1796	UNITED STATES
THE SPRINGS AT CONTINENTAL RANCH	7901 NORTH CORTARO ROAD 19103				TUCSON	AZ	85743	UNITED STATES
THOMPSON, MAUREEN	10895 E EL RANCHO DRIVE				SCOTTSDALE	AZ	85259	UNITED STATES
THOMPSON,MAUREEN2	10895 E EL RANCHO DRIVE				SCOTTSDALE	AZ	85259	UNITED STATES
TIBURON FINANCIAL LLC	ATTN: BRENDA BROCKMAN, CLIENT SERVICES MGR	770 NORTH COTNER BLVD STE 330			LINCOLN	NE	68505	UNITED STATES
TIBURON FINANCIAL LLC2	ATTN: BRENDA BROCKMAN, CLIENT SERVICES MGR	770 NORTH COTNER BLVD STE 330			LINCOLN	NE	68505	UNITED STATES
Time Warner Cable	PO BOX 1060				CAROL STREAM	IL	60132-1060	UNITED STATES
TODD & LANGLEY INVESTMENTS, INC	3324 W. FULLERTON PIKE				BLOOMINGTON	IN	47403	UNITED STATES
TOP CLEANERS	1625 E 62ND ST				TACOMA	WA	98404	UNITED STATES
TOTALFUNDS BY HASLER	MAILROOM FINANCE INC	PO BOX 30193			TAMPA	FL	33630-3193	UNITED STATES
TURF & HORTICULTURE MANAGEMENT	1450 LOWER DOWDA MILL RD				JASPER	GA	30143	UNITED STATES
TW TELECOM	PO BOX 172567				DENVER	CO	80217-2567	UNITED STATES
UniFirst	PO Box 911526				Dallas	TX	75391	UNITED STATES
UniFirst	2085 Brighton-Henrietta Road				Rochester	NY	14623	UNITED STATES
UniFirst	104 N 14th Street				Phoenix	AZ	85034	UNITED STATES
UniFirst	104 N 14th Street				Phoenix	AZ	85034	UNITED STATES
Uniform Masters	3276-1 Democrat Rd.				Memphis	TN	38118	UNITED STATES
Vaco Arizona, LLC	5410 Maryland Way	STE 460			Brentwood	TN	37027	UNITED STATES
VALENZANO, MICHAEL	11754 CARMEL CREEK	#106			SAN DIEGO	CA	92130	UNITED STATES
VASSALLO, RALPH	1029 E PALO VERDE DRIVE				PHOENIX	AZ	85013	UNITED STATES
VERIZON	PO BOX 15124				ALBANY	NY	12212-5124	UNITED STATES
VERIZON BUSINESS	PO BOX 660794				DALLAS	TX	75266-0794	UNITED STATES
VERIZON NORTH	PO BOX 920041				DALLAS	TX	75392-0041	UNITED STATES
VERIZON WIRELESS	PO BOX 408				NEWARK	NJ	07101-0408	UNITED STATES
VERIZON WIRELESS CORP	PO BOX 660108				DALLAS	TX	75266-0108	UNITED STATES
VILLANUEVA, BRENDA J. AND JUSTINIANI, ROLANDO M.	5222 WEST GLENDALE AVENUE				GLENDALE	AZ	85234	UNITED STATES
VOCUS INC	ATTN: ANDREW CDOLEN	12051 INDIAN CREEK COURT			BELTSVILLE	MD	20705	UNITED STATES
Walkers Uniform Rental	724 N 16th Street				Omaha	NE	68102	UNITED STATES
WEBB, ROBERT	1603 FOXFIRE CIRCLE				SEYMOUR	TN	37865	UNITED STATES
WHITE, JIMMY	8035 W. RIDGE DR				BROADVIEW HEIGHTS	OH	44147	UNITED STATES

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Contract Counterparty	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country
WILSON, JOHN	2930 E MARIPOSA ST				PHOENIX	AZ	85016	UNITED STATES
Windstream	ATTN: ALICE M. PEACE	301 N MAIN ST STE 5000			GREENVILLE	SC	29601	UNITED STATES
W-TWO TRUST	840 S. 5TH AVE.				YUMA	AZ	85364	UNITED STATES
YEAROUT, CHRISTOPHER	10874 E VERBENA LN				SCOTTSDALE	AZ	85255	UNITED STATES
ZACHRICH, ROBERT	2080 LINKSIDE DRIVE				ALPHARETTA	GA	30005	UNITED STATES
ZELL, ERIC	ZELL & ASSOCIATES	125 PARK PLACE, STE. 200			RICHMOND	CA	94801	UNITED STATES

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Contract Counterparty[1]	Contract Description	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country
43 COURT STREET REALTY COMPANY	REAL PROPERTY LEASE (43 COURT STREET 700, BUFFALO, NY, 57104)	43 COURT STREET STE 910				BUFFALO	NY	14202	UNITED STATES
Adjustment Service of N.A. Inc	COLLECTIONS SERVICES AGREEMENT	P.O. Box 448				Alcoa	TN	37701	UNITED STATES
AGI LEASING CORPORATION	EQUIPMENT LEASE	PO BOX 246				BELLEVUE	WA	98009-0246	UNITED STATES
AIR LIQUIDE (Tucson)	Medical gas	LEGAL DEPARTMENT	ATTN: GWENDOLYN YOUNG SMITHHEART,	2700 POST OAK SUITE 325		HOUSTON	TX	77056	UNITED STATES
AIR LIQUIDE HEALTHCARE AMERICA CORP	VENDOR AGREEMENT	432 N. 44TH STREET SUITE 290				PHOENIX	AZ	85034	UNITED STATES
AIR LIQUIDE HEALTHCARE AMERICA CORP2	OXYGEN LEASE	432 N. 44TH STREET SUITE 290				PHOENIX	AZ	85034	UNITED STATES
AIR LIQUIDE HEALTHCARE AMERICA CORP3	OXYGEN LEASE	432 N. 44TH STREET SUITE 290				PHOENIX	AZ	85034	UNITED STATES
Alsco	Shop uniforms	PO Box 1280				Medford	OR	97501	UNITED STATES
Alsco2	Shop uniforms	PO Box 1280				Medford	OR	97501	UNITED STATES
AMERICAN TOWERS LLC	LICENSE AGREEMENT	10 PRESIDENTIAL WAY				WOBURN	MA	01801	UNITED STATES
ANDREWS, JONATHAN	SEVERANCE AND NON-COMPETE AGREEMENT	3915 149TH ST. SW				LYNNWOOD	WA	98087	UNITED STATES
Andy Daniels	Lobbyist - Nashville	ATTN: ANDY DANIELS	FARRIS BOBANGO PLC	618 Church Street	Suite 300	Nashville	TN	37219	UNITED STATES
ANTEAU, TONY	SEVERANCE AND NON-COMPETE AGREEMENT	42012 GARDNER DRIVE				ALPHARETTA	GA	30009	UNITED STATES
AON	AL, GL, PL and Workers' Comp Agreement	C/O POST & SCHELL P.C.	ATTN: BRIAN W. BISIGNANI, ESQ.	17 NORTH 2ND STREET 12TH FLOOR		HARRISBURG	PA	17101	UNITED STATES
Arkadin Inc.	Communications Contract	ATTN: RONAN LALIMONT, US FINANCIAL CONTROLLER	5 CONCORSE PARKWAY NE SUITE 1600			ATLANTA	GA	30328	UNITED STATES
Arrow Uniform	Shop uniforms	6400 Monroe Blvd.				Taylor	MI	48180	UNITED STATES
AT&T	WAN SERVICES AGREEMENT	ONE AT&T WAY				BEDMINSTER	NJ	07921	UNITED STATES
AT&T ADVERTISING LP	Communications Contract	C/O AT&T SERVICES, INC	ATTN: KAREN A. CAVAGNARO, LEAD PARALEGAL	ONE AT&T WAY, ROOM 3A104		BEDMINSTER	NJ	07921	UNITED STATES
AT&T COMMUNICATION SYSTEMS SOUTHEAST	Communications Contract	C/O AT&T SERVICES, INC	ATTN: KAREN A. CAVAGNARO, LEAD PARALEGAL	ONE AT&T WAY, ROOM 3A104		BEDMINSTER	NJ	07921	UNITED STATES
AT&T CORPORATION	Communications Contract	C/O AT&T SERVICES, INC	ATTN: KAREN A. CAVAGNARO, LEAD PARALEGAL	ONE AT&T WAY, ROOM 3A104		BEDMINSTER	NJ	07921	UNITED STATES
AT&T INC.	Communications Contract	C/O AT&T SERVICES, INC	ATTN: KAREN A. CAVAGNARO, LEAD PARALEGAL	ONE AT&T WAY, ROOM 3A104		BEDMINSTER	NJ	07921	UNITED STATES
AT&T MOBILITY	Communications Contract	C/O AT&T SERVICES, INC	ATTN: KAREN A. CAVAGNARO, LEAD PARALEGAL	ONE AT&T WAY, ROOM 3A104		BEDMINSTER	NJ	07921	UNITED STATES
AT&T MOBILITY II LLC	Communications Contract	C/O AT&T SERVICES, INC	ATTN: KAREN A. CAVAGNARO, LEAD PARALEGAL	ONE AT&T WAY, ROOM 3A104		BEDMINSTER	NJ	07921	UNITED STATES
AT&T MOBILITY II LLC2	Communications Contract	C/O AT&T SERVICES, INC	ATTN: KAREN A. CAVAGNARO, LEAD PARALEGAL	ONE AT&T WAY, ROOM 3A104		BEDMINSTER	NJ	07921	UNITED STATES
AT&T MOBILITY II LLC3	Communications Contract	C/O AT&T SERVICES, INC	ATTN: KAREN A. CAVAGNARO, LEAD PARALEGAL	ONE AT&T WAY, ROOM 3A104		BEDMINSTER	NJ	07921	UNITED STATES
AT&T MOBILITY II LLC4	Communications Contract	C/O AT&T SERVICES, INC	ATTN: KAREN A. CAVAGNARO, LEAD PARALEGAL	ONE AT&T WAY, ROOM 3A104		BEDMINSTER	NJ	07921	UNITED STATES
AT&T MOBILITY II LLC5	Communications Contract	C/O AT&T SERVICES, INC	ATTN: KAREN A. CAVAGNARO, LEAD PARALEGAL	ONE AT&T WAY, ROOM 3A104		BEDMINSTER	NJ	07921	UNITED STATES
AT&T U-VERSE	Communications Contract	C/O AT&T SERVICES, INC	ATTN: KAREN A. CAVAGNARO, LEAD PARALEGAL	ONE AT&T WAY, ROOM 3A104		BEDMINSTER	NJ	07921	UNITED STATES
AUGUST, GARY	SEPARATION AGREEMENT AND RELEASE OF ALL CLAIMS	8151 E ADOBE RIDGE				YUMA	AZ	85365	UNITED STATES
BAJA DOS, LLC	REAL PROPERTY LEASE (4260 BUCKINGHAM DRIVE, COLORADO SPRINGS, CO, 80907)	104 S CASCADE AVE STE 210				COLORADO SPRINGS	CO	80903	UNITED STATES
BAKER, JEFF	SEVERANCE AND NON-COMPETE AGREEMENT	4944 E HALIFAX				MESA	AZ	85205	UNITED STATES
BAPTIST MEMORIAL HOSPITAL-BOONEVILLE INC.	GENERAL TRANSPORT CONTRACT	100 HOSPITAL STREET				BOONEVILLE	MS	38829	UNITED STATES
Baptist Worx	VENDOR AGREEMENT	PO Box 950243				LOUISVILLE	KY	40295-0243	UNITED STATES
BARTOS, SCOTT	SEVERANCE AND NON-COMPETE AGREEMENT	450 KNIGHTS RUN AVE	#164			TAMPA	FL	33602	UNITED STATES
BETTY GARDELLA TRUST C/O EAGLE COMMERCIAL	REAL PROPERTY LEASE (8877 W. UNION HILLS DR. 100, PEORIA, AZ, 85382-3008)	2929 N 44TH ST STE 345				PHOENIX	AZ	85018	UNITED STATES
BLACKBURN, STEVEN	SEVERANCE AND NON-COMPETE AGREEMENT	591 BAINBRIDGE ST				PICKERINGTON	OH	43147	UNITED STATES
BOARDMAN SPECIALTY CARE	GENERAL TRANSPORT CONTRACT	5665 SOUTH AVE.				BOARDMAN	OH	44512	UNITED STATES
BOULDER CENTER OF AGE/CEDALION HEALTH	CONSULTING AGREEMENT	3933 PROMONTORY CT.				BOULDER	CO	80304	UNITED STATES
BRADLEY, ADIN	SEVERANCE AND NON-COMPETE AGREEMENT	61 REHM RD				LANCASTER	NY	14086	UNITED STATES
BRADY CONSULTING DBA NINTH BRAIN	IT VENDOR CONTRACT	4282 BROCKTON DR. SE				GRAND RAPIDS	MI	49512	UNITED STATES
BRANDAU, MARTY	RETENTION BONUS AGREEMENT	27538 N 67TH WAY				SCOTTSDALE	AZ	85266	UNITED STATES
BRANDAU, MARTY	SEVERANCE AND NON-COMPETE AGREEMENT	27538 N 67TH WAY				SCOTTSDALE	AZ	85266	UNITED STATES
BRANDHUBER, THOMAS	SEVERANCE AND NON-COMPETE AGREEMENT	614 W CALLE DADIVOSO				TUCSON	AZ	85704	UNITED STATES
BROADVIEW NETWORKS INC	Communications Contract	ATTN: LISA LA CALLE, BANKRUPTCY ANALYST	800 WESTCHESTER AVENUE	SUITE N501		RYE BROOK	NY	10573	UNITED STATES
BURDEN, LAWRENCE C. AND STOUT, GERALD	REAL PROPERTY LEASE (5772 WEST KILGORE AVE., MUNCIE, IN, 47304-4720)	c/o Asset Management	1100 S. Martin Luther King Blvd.			Muncie	IN	47304	UNITED STATES
CANTELME, PATRICK E.	VENDOR AGREEMENT	741 W. EL CAMINO DR.				PHOENIX	AZ	85021	UNITED STATES
CAPITAL RECOVERY SYSTEMS, INC.	VENDOR AGREEMENT	750 Cross Pointe Rd	Suite S			Columbus	OH	43230	UNITED STATES
CAPRICE HEALTHCARE CENTER	GENERAL TRANSPORT CONTRACT	9184 MARKET STREET				NORTH LIMA	OH	44452	UNITED STATES
CATES, BRIAN	SEVERANCE AND NON-COMPETE AGREEMENT	31771 ISLE ROYAL				LAGUNA NIGUEL	CA	92677	UNITED STATES
CENTREPOINT APARTMENTS	REAL PROPERTY LEASE (3220 W. INA ROAD APT #21107, TUCSON, AZ, 85741)	3220 W INA RD				TUCSON	AZ	85741	UNITED STATES
CINCINNATI BELL TELEPHONE	Communications Contract	ATTN: LINDA SEARLE, BANKRUPTCY SPECIALIST	221 E. 4TH STREET			CINCINNATI	OH	45202	UNITED STATES
CINEFLIX (CODE 9) INC.	VENDOR AGREEMENT	110 SPADINA AVE	SUITE 400			TORONTO	ON	M5V 2K4	CANADA
Cintas	Shop uniforms	PO Box 630910				Cincinnati	OH	45263-0803	UNITED STATES
Cintas	Shop uniforms	PO Box 630910				Cincinnati	OH	45263-0910	UNITED STATES
Cintas	Shop uniforms	PO Box 630910				Cincinnati	O	45263	UNITED STATES
Cintas	Shop uniforms	PO Box 630803				Cincinnati	OH	45263	UNITED STATES
Cintas	Shop uniforms	PO Box 630921				Cincinnati	OH	45263	UNITED STATES
Cintas	Shop uniforms	PO Box 630910				Cincinnati	OH	45263-0910	UNITED STATES
Cintas	Shop uniforms	PO Box 630910				Cincinnati	OH	45263-0910	UNITED STATES
Cintas	Shop uniforms	PO Box 630910				Cincinnati	OH	45263-0910	UNITED STATES
Cintas	Shop uniforms	PO Box 630910				Cincinnati	OH	45263-0910	UNITED STATES
Cintas	Shop uniforms	PO Box 29059				Phoenix	AZ	85038-9059	UNITED STATES
Cintas	Shop uniforms	PO Box 29059				Phoenix	AZ	85038-9059	UNITED STATES
Cintas	Shop uniforms	PO Box 2566				Vista	CA	92085	UNITED STATES
Cintas	Shop uniforms	777 139th Ave				San Leandro	CA	94578	UNITED STATES
CINTAS CORPORATION	Shop uniforms	LOCATION 782	ATTN: RENEE LINEHAN, OFFICE MANAGER	PO BOX 630910		CINCINNATI	OH	45263-0910	UNITED STATES
CINTAS CORPORATION #302	Shop uniforms	LOCATION 782	ATTN: RENEE LINEHAN, OFFICE MANAGER	PO BOX 630910		CINCINNATI	OH	45263-0910	UNITED STATES
CINTAS CORPORATION #630	Shop uniforms	LOCATION 782	ATTN: RENEE LINEHAN, OFFICE MANAGER	PO BOX 630910		CINCINNATI	OH	45263-0910	UNITED STATES
CINTAS CORPORATION #694	Shop uniforms	LOCATION 782	ATTN: RENEE LINEHAN, OFFICE MANAGER	PO BOX 630910		CINCINNATI	OH	45263-0910	UNITED STATES
CINTAS CORPORATION NO 2	Shop uniforms	LOCATION 782	ATTN: RENEE LINEHAN, OFFICE MANAGER	PO BOX 630910		CINCINNATI	OH	45263-0910	UNITED STATES
CINTAS CORPORATION NO 3	Shop uniforms	LOCATION 782	ATTN: RENEE LINEHAN, OFFICE MANAGER	PO BOX 630910		CINCINNATI	OH	45263-0910	UNITED STATES
CIVIL TOWN OF CLARKSVILLE	REAL PROPERTY LEASE (1414 VAXTER AVENUE, CLARKSVILLE, IN, 47129)	2000 BROADWAY				CLARKSVILLE	IN	47129	UNITED STATES
CLEANSTAR	VENDOR AGREEMENT	483-A COMMERCE PARK DR.				MARIETTA	GA	30060	UNITED STATES
CLIFT, KIMBENLY	SEVERANCE AND NON-COMPETE AGREEMENT	6853 KEEFE RD				FERNDALE	WA	98248	UNITED STATES
CLOWARD, PAUL	SEVERANCE AND NON-COMPETE AGREEMENT	6142 LOUKELTON CIRCLE				SAN DIEGO	CA	92120	UNITED STATES
COLLECTIONS SERVICE BUREAU, INC.	COLLECTIONS SERVICES AGREEMENT	ATTN: CHRIS BECRAFT, PRESIDENT	2901 N. 78TH STREET	PO BOX 310		SCOTTSDALE	AZ	85252-0310	UNITED STATES
COMCAST COMMUNICATIONS	Communications Contract	PO BOX 105257				ATLANTA	GA	30348-5257	UNITED STATES
COMCAST OF INDIANAPOLIS	Communications Contract	PO BOX 3006				SOUTHEASTERN	PA	19398-3006	UNITED STATES

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Contract Counterparty[1]	Contract Description	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country
COMDOC LEASING	EQUIPMENT LEASE	PO BOX 6434				CAROL STREAM	IL	60197-6434	UNITED STATES
COMDOC LEASING2	EQUIPMENT LEASE	PO BOX 6434				CAROL STREAM	IL	60197-6434	UNITED STATES
COMMVAULT SYSTEMS INC.	CONSULTING SERVICES AGREEMENT	2 CRESCENT PLACE				OCEANPORT	NJ	07757	UNITED STATES
COMPLYSMART, LLC	CONSULTING SERVICES AGREEMENT	11259 N. VIA LINDA	SUITE 100			SCOTTSDALE	AZ	85259	UNITED STATES
CONCEPT COMMUNICATIONS	VENDOR AGREEMENT	10250 SADDLE POINT DR				FERN CREEK	KY	40291	UNITED STATES
CONTRACT_86	VENDOR AGREEMENT	PO BOX 1502				TACOMA	WA	98401-9836	UNITED STATES
COOK'S PEST PATROL	VENDOR AGREEMENT	209 GILBERT FERRY RD				ATTALLA	AL	35954	UNITED STATES
COUNTY OF SAN DIEGO HLTH & HUMAN SVCS AGENCY (GT)	GENERAL TRANSPORT CONTRACT	3944 MURPHY CANYON ROAD	C207			SAN DIEGO	CA	92123	UNITED STATES
CURTIS	REAL PROPERTY LEASE (490 W. MAGEE RD., TUCSON, AZ, 85704-6438)	2403 E 5TH ST				TUCSON	AZ	85719	UNITED STATES
D & P, LLC	REAL PROPERTY LEASE (13705 B. ST., OMAHA, NE, 68144-3619)	13707 B ST				OMAHA	NE	68144-3619	UNITED STATES
DILIGENT BOARDBOOKS	LICENSE SOFTWARE AND SERVICES AGREEMENT	39 WEST 37TH STREET	8TH FLOOR			NEW YORK	NY	10018	UNITED STATES
DISTINCTIVE DESIGNS	VENDOR AGREEMENT	7302 67TH PL NE				MARYSVILLE	WA	98270	UNITED STATES
DOGGETT, RICH	SEVERANCE AND NON-COMPETE AGREEMENT	5007 ARGENTINE CT				CINCINNATI	OH	45244	UNITED STATES
EARTHLINK BUSINESS FBDA ONE COMMUNICATIONS	Communications Contract	PO BOX 88104				CHICAGO	IL	60680-1104	UNITED STATES
EMCOR SERVICES	VENDOR AGREEMENT	400 LAKE RIDGE DR.				SMYRNA	GA	30082	UNITED STATES
EMCOR SERVICES2	VENDOR AGREEMENT	400 LAKE RIDGE DR.				SMYRNA	GA	30082	UNITED STATES
EVI GROUP, LLC	REAL PROPERTY LEASE (2175 North Alma School Rd Building C, Suite 102, CHANDLER, AZ)	2390 E CAMELBACK RD 320				PHOENIX	AZ	85016	UNITED STATES
FARBER, STEPHEN	SEVERANCE AND NON-COMPETE AGREEMENT	9225 E. VIA DE VENTURA				SCOTTSDALE	AZ	85258	UNITED STATES
FIRST CALIFORNIA	REAL PROPERTY LEASE (5580 HAVANA ST. 11A, DENVER, CO, 80239-3036)	PO BOX 13797				DENVER	CO	80202	UNITED STATES
FIRST CALIFORNIA INVESTMENTS	REAL PROPERTY LEASE (3350 PEORIA 100, AURORA, CO, 80010-1484)	PO BOX 13797				DENVER	CO	80201	UNITED STATES
FISHER, ROBERT	SEVERANCE AND NON-COMPETE AGREEMENT	7563 N VIA DE LA LUNA				SCOTTSDALE	AZ	85258	UNITED STATES
FORGIONE, PHILIP	SEVERANCE AND NON-COMPETE AGREEMENT	5511 CALUMET AVENUE				LA JOLLA	CA	92037	UNITED STATES
FRANCOTYP POSTALIA INC	EQUIPMENT LEASE	PO BOX 4510				CAROL STREAM	IL	60197-4510	UNITED STATES
FRONTIER COMMUNICATIONS OF AMERICA	Communications Contract	PO BOX 20567				ROCHESTER	NY	14602-0567	UNITED STATES
GILLESPIE, DANIEL	SEVERANCE AND NON-COMPETE AGREEMENT	6931 W LOGAN DR				NEW PALESTINE	IN	46163	UNITED STATES
GOWER, JR., JAMES W.	REAL PROPERTY LEASE (6870 HILLSHIRE S, MEMPHIS, TN, 38133)	4175 PARK AVE				MEMPHIS	TN	38117	UNITED STATES
GREENS AT IRENE	REAL PROPERTY LEASE (4741 Southern Hill, Apt 102., Shelby County, TN)	8295 IRENE BLVD				MEMPHIS	TN	38125	UNITED STATES
HASLER FINANCIAL SERVICES - H1101647	EQUIPMENT LEASE	25881 NETWORK PLACE				CHICAGO	IL	60673-1258	UNITED STATES
HASLER FINANCIAL SERVICES - N09071380	EQUIPMENT LEASE	25881 NETWORK PLACE				CHICAGO	IL	60673-1258	UNITED STATES
HASLER FINANCIAL SERVICES - 222 E Main St	EQUIPMENT LEASE	25881 NETWORK PLACE				CHICAGO	IL	60673-1258	UNITED STATES
HASLER FINANCIAL SERVICES - H10061586	EQUIPMENT LEASE	25881 NETWORK PLACE				CHICAGO	IL	60673-1258	UNITED STATES
HASLER FINANCIAL SERVICES - H10081498A	EQUIPMENT LEASE	25881 NETWORK PLACE				CHICAGO	IL	60673-1258	UNITED STATES
HASLER FINANCIAL SERVICES - N09111087	EQUIPMENT LEASE	25881 NETWORK PLACE				CHICAGO	IL	60673-1258	UNITED STATES
HEART HOSPITAL OF SOUTH DAKOTA, LLC	GENERAL TRANSPORT CONTRACT	911 E. 20TH ST.	106			SIOUX FALLS	SD	57105	UNITED STATES
HITCHCOCK, J. ROE	CONSULTING SERVICES AGREEMENT	5419 CAYMAN DRIVE	SUITE 100			Carmel	IN	46033	UNITED STATES
Holston (Kentucky)	Medical gas	ATTN: JAN GRAVES, CREDIT MGR	P. O. BOX #27248			KNOXVILLE	TN	37927	UNITED STATES
Holston (Kentucky)2	Medical gas	ATTN: JAN GRAVES, CREDIT MGR	P. O. BOX #27248			KNOXVILLE	TN	37927	UNITED STATES
Holston (Kentucky)3	Medical gas	ATTN: JAN GRAVES, CREDIT MGR	P. O. BOX #27248			KNOXVILLE	TN	37927	UNITED STATES
INDIANA UNIVERSITY HEALTH BEDFORD HOSPITAL	DISPATCH SERVICES AGREEMENT	2900 W 16TH ST				BEDFORD	IN	47421	UNITED STATES
INTEGRA TELECOM INC	Communications Contract	PO BOX 2966				MILWAUKEE	WI	53201-2966	UNITED STATES
ISAACSON & MOORE, P.C.	CONSULTING SERVICES AGREEMENT	3101 N CENTRAL AVE	#740			PHOENIX	AZ	85012	UNITED STATES
ISKANDER, RAYMOND	SEVERANCE AND NON-COMPETE AGREEMENT	31201 OLD SAN JUAN ROAD				SAN JUAN CAPISTRANO	CA	92675	UNITED STATES
JAMES, REGINALD	SEVERANCE AND NON-COMPETE AGREEMENT	6090 ROCKINGHAM WAY				GAINESVILLE	GA	30506	UNITED STATES
JIK MISSION PALMS, LLC	REAL PROPERTY LEASE (951 West Orange Grove Road 17103, Tucson, AZ 85704)	951 W Orange Grove Rd				TUCSON	AZ	85704	UNITED STATES
JOHNSON, WAYNE	SEVERANCE AND NON-COMPETE AGREEMENT	1460 COUNTRY VISTAS LANE				BONITA	CA	91902	UNITED STATES
KAROLZAK, JOHN	SEVERANCE AND NON-COMPETE AGREEMENT	17734 N 98TH WAY				SCOTTSDALE	AZ	85255	UNITED STATES
KEVANE, CHRISTOPHER	CHANGE-IN-CONTROL AGREEMENT	8847 S OAK ST				TEMPE	AZ	85284	UNITED STATES
KEVANE,CHRISTOPHER E.	SEVERANCE AND NON-COMPETE AGREEMENT	8847 S OAK ST				TEMPE	AZ	85284	UNITED STATES
KEVANE,CHRISTOPHER E.2	EMPLOYMENT AGREEMENT	8847 S OAK ST				TEMPE	AZ	85284	UNITED STATES
Koorsen	VENDOR AGREEMENT	ATTN: KYLE T RICH, CORP CREDIT MGR	2739 N ARLINGTON AVE			INDIANAPOLIS	IN	46218-3322	UNITED STATES
KREIZEL/PERRY PARTNERSHIP	REAL PROPERTY LEASE (3265 Walnut Street, Boulder, CO 80301)	WALNUT BUSINESS CENTER	3000 PEARL ST STE 200			BOULDER	CO	80301	UNITED STATES
KYLE MOYER & COMPANY	CONSULTING AGREEMENT	7525 E. CAMELBACK RD, STE 104				SCOTTSDALE	AZ	85251	UNITED STATES
LAFRANCE, STACY	REVISED SEVERANCE AGREEMENT	23226 N 23RD PLACE				PHOENIX	AZ	85024	UNITED STATES
LASHLEY, MARK	SEVERANCE AND NON-COMPETE AGREEMENT	26289 N PASO TRAIL				SCOTTSDALE	AZ	85255	UNITED STATES
LEISTER SOLUTIONS, LLC	CONSULTING SERVICES AGREEMENT	3850 WYOMING STREET				SAINT LOUIS	MO	63116	UNITED STATES
LEWIS, ALAN SR.	CONSULTING AGREEMENT	80 PERSHING STREET				CORNING	NY	14830	UNITED STATES
LINDBERG, DAVID	MEDIATED SETTLEMENT AGREEMENT	8540 E. MCDOWELL ROAD	LOT L7			MESA	AZ	85207	UNITED STATES
LINDBERG, DAVID	SEVERANCE AND NON-COMPETE AGREEMENT	8540 E. MCDOWELL ROAD	LOT L7			MESA	AZ	85207	UNITED STATES
MARINA DEL REY HOSPITAL	GENERAL TRANSPORT CONTRACT	4650 LINCOLN AVE				LOS ANGELES	CA	90292	UNITED STATES
MARY LANNING MEMORIAL HOSPITAL	GENERAL TRANSPORT CONTRACT	715 NO. ST. JOSEPH AVE.				HASTINGS	NE	68901	UNITED STATES
MERCHANTS CREDIT CORPORATION	COLLECTIONS SERVICES AGREEMENT	PO BOX 7416				BELLEVUE	WA	98008	UNITED STATES
MERRITT, LIZ	SEPARATION AGREEMENT AND RELEASE OF ALL CLAIMS	1616 N ALTA MESA DRIVE	#37			MESA	AZ	85205	UNITED STATES
MESSER, ERIC	RETENTION BONUS AGREEMENT	4141 OLD CAHABA PARKWAY				HELENA	AL	35080	UNITED STATES
MIDCONTINENT COMMUNICATIONS	Communications Contract	PO BOX 5010				SIOUX FALLS	SD	57117-5010	UNITED STATES
MOBILE MINI, INC.	STORAGE UNIT	708 W. BASELINE				Mesa	AZ	85201	UNITED STATES
MOODY'S INVESTORS SERVICE	VENDOR AGREEMENT	C/O SATTERLEE STEPHENS BURKE & BURKE LLP	ATTN: CHRISTOPHER R. BELMONTE, ESQ.	230 PARK AVENUE		NEW YORK	NY	10169-0079	UNITED STATES
MOORE, KEVIN	SEVERANCE AND NON-COMPETE AGREEMENT	672 W CANARY WAY				CHANDLER	AZ	85286	UNITED STATES
Myers Limited Partnership	REAL PROPERTY LEASE (10002 Santa Fe. Sun City, AZ 85351-3105)	4829 E EVERETT DR				SCOTTSDALE	AZ	85254-2254	UNITED STATES
NEBRASKA METHODIST HEALTH SYSTEM INC.	GENERAL TRANSPORT CONTRACT	8511 W. DODGE RD.				OMAHA	NE	68114	UNITED STATES
NEOPOST LEASING - 1400 Centerpoint Blvd 172	EQUIPMENT LEASE	25881 NETWORK PLACE				CHICAGO	IL	60673-1258	UNITED STATES
NEOPOST LEASING - 490 W Magee Road	EQUIPMENT LEASE	25881 NETWORK PLACE				CHICAGO	IL	60673-1258	UNITED STATES
NEOPOST LEASING - N13042838	EQUIPMENT LEASE	25881 NETWORK PLACE				CHICAGO	IL	60673-1258	UNITED STATES
NEOPOST LEASING - Santa Clara	EQUIPMENT LEASE	25881 NETWORK PLACE				CHICAGO	IL	60673-1258	UNITED STATES
NEOPOST LEASING - Santa Clara	EQUIPMENT LEASE	25881 NETWORK PLACE				CHICAGO	IL	60673-1258	UNITED STATES
NEW PLANET RADIO PKK, LLC.	VENDOR AGREEMENT	Sun Valley Farms, Suite VII				Casa Grande	AZ	85222	UNITED STATES
NexAir (Alabama)	Medical gas	PO BOX 125				MEMPHIS	TN	38101-0125	UNITED STATES
NORMAN, MARK	SEVERANCE AND NON-COMPETE AGREEMENT	32624 LILAC ROAD				VALLEY CENTER	CA	92082	UNITED STATES
NORNIC INVESTMENTS	REAL PROPERTY LEASE (2841 UNIT "C" CONCORD RD, LAFAYETTE, IN, 47909)	508 East Tippecanoe Springs Court				Monticello	IN	47960	UNITED STATES

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Contract Counterparty[1]	Contract Description	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country
NORRIS AIR	SERVICE AGREEMENT	3841 E. MAIN ST				MESA	AZ	85205	UNITED STATES
OFFICE ALLY	VENDOR AGREEMENT	PO BOX 872020				VANCOVER	WA	98683	UNITED STATES
ORNGE	GENERAL TRANSPORT CONTRACT	20 CARLSON COURT, 4TH FLOOR				TORONTO	ON	M9W 7K6	CANADA
ORNGE	GENERAL TRANSPORT CONTRACT	20 CARLSON COURT, 4TH FLOOR				TORONTO	ON	M9W 7K6	CANADA
PACIFIC OFFICE AUTOMATION	VENDOR AGREEMENT	14747 NW GREENBRIER PKWY				BEAVERTON	OR	97006	UNITED STATES
PALINSKI, MICHAEL	SEVERANCE AND NON-COMPETE AGREEMENT	6945 GATES RD				GATES MILLS	OH	44040	UNITED STATES
Parker & Lynch	CONSULTING SERVICES AGREEMENT	Accounting Principals Inc.	DEPT CH 14031			Palatine	IL	60055	UNITED STATES
PEREZ, JORGE	SEVERANCE AND NON-COMPETE AGREEMENT	18820 GREENBLUFF DRIVE				LAKE OSWEGO	OR	97034	UNITED STATES
PETROSKI, JAMES F.	REAL PROPERTY LEASE (148 NORTH SUMMIT STREET A, AKRON, OH, 44304)	148 N SUMMIT ST				AKRON	OH	44304	UNITED STATES
PricewaterhouseCoopers	CONSULTING SERVICES AGREEMENT	ATTN: ANDREA CLARK SMITH, ADVISORY DIRECTOR	225 S 6TH STREET, SUITE 1400			MINNEAPLOIS	MN	55402	UNITED STATES
PROGRESSIVE FINANCIAL SERVICE INC	VENDOR AGREEMENT	ATTN: BARBARA A. HOERNER, ESQ./CORP. COUNSEL	1919 WEST FAIRMONT, BLDG 8			TEMPE	AZ	85282	UNITED STATES
PROTIVITI INC.	VENDOR AGREEMENT	4127 EAST VAN BUREN STREET	SUITE 210			PHOENIX	AZ	85008	UNITED STATES
Prudential Overall Supply	Shop uniforms	PO Box 11210				Santa Ana	CA	92711-1210	UNITED STATES
Prudential Overall Supply	Shop uniforms	PO Box 11210				Santa Ana	CA	92711-1210	UNITED STATES
Prudential Overall Supply	Shop uniforms	PO Box 11210				Santa Ana	CA	92711-1210	UNITED STATES
Prudential Overall Supply	Shop uniforms	PO Box 11210				Santa Ana	CA	92711	UNITED STATES
Prudential Overall Supply	Shop uniforms	PO Box 11210				Santa Ana	CA	92711	UNITED STATES
Prudential Overall Supply	Shop uniforms	PO Box 11210				Santa Ana	CA	92711	UNITED STATES
PRUDENTIAL OVERALL SUPPLY	VENDOR AGREEMENT	5102 W. ROOSEVELT				PHOENIX	AZ	85043	UNITED STATES
QWEST (DBA CENTURYLINK)	VENDOR AGREEMENT	1 CALIFORNIA ST	SUITE 900			DENVER	CO	80202	UNITED STATES
QWEST COMMUNICATIONS COMPANY, LLC	VENDOR AGREEMENT	1801 CALIFORNIA ST.	#900				CO	80202	UNITED STATES
QWEST CORPORATION	VENDOR AGREEMENT	1801 CALIFORNIA ST.	#900				CO	80202	UNITED STATES
QWEST CORPORATION	VENDOR AGREEMENT	1801 CALIFORNIA ST.	#900				CO	80202	UNITED STATES
R & G 7TH STREET, LLC	REAL PROPERTY LEASE (4000 NORTH 7TH STREET 116, PHOENIX, AZ, 85014)	8767 E. Via De Ventura Blvd.	#370				CO	80202	UNITED STATES
RAMPART 51, LLC	CONSULTING AGREEMENT	PO BOX 5039				SCOTTSDALE	AZ	85258	UNITED STATES
REVENUE RECOVERY CORPORATION	COLLECTIONS SERVICES AGREEMENT	7005 MIDDLEBROOK PIKE	PO BOX 50250			SALEM	OR	97304-5039	UNITED STATES
RICOH USA INC - V1305200268	EQUIPMENT LEASE	PO BOX 650073				KNOXVILLE	TN	37909	UNITED STATES
RICOH USA INC - V2405701496	EQUIPMENT LEASE	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES
RICOH USA INC - V6906000518	EQUIPMENT LEASE	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES
RICOH USA INC - V7914900363	EQUIPMENT LEASE	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES
RICOH USA INC - V8015101137	EQUIPMENT LEASE	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES
RICOH USA INC - V8214901831	EQUIPMENT LEASE	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES
RICOH USA INC - V8215101158	EQUIPMENT LEASE	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES
RICOH USA INC - V8315101054	EQUIPMENT LEASE	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES
RICOH USA INC - V9515000938	EQUIPMENT LEASE	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES
RICOH USA INC - V9515100941	EQUIPMENT LEASE	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES
RICOH USA INC - V9614900882	EQUIPMENT LEASE	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES
RISK ASSESSMENT GROUP	PRE-EMPLOYMENT TESTING (DRUG/BACKGROUND) AGREEMENT	ATTN: BILL HOLMES	PO BOX 27443			TEMPE	AZ	85285	UNITED STATES
RVW STRATEGIES, LLC	CONSULTING AGREEMENT	101 S. EOLA DR.				ORLANDO	FL	32801	UNITED STATES
RYALS, ROY	SEVERANCE AND NON-COMPETE AGREEMENT	1322 E LINDA LN				CHANDLER	AZ	85225	UNITED STATES
SAMARITAN EVERGREEN HOSPICE	GENERAL TRANSPORT CONTRACT	1046 SIXTH AVE.				SW ALBANY	OR	97321	UNITED STATES
SCARBOROUGH, PAUL	SEVERANCE AND NON-COMPETE AGREEMENT	17345 BRAMBLE CT				YORBA LINDA	CA	92886	UNITED STATES
SECAP FINANCE	EQUIPMENT LEASE	PO BOX 405371				ATLANTA	GA	30384-5371	UNITED STATES
Servall Towel & Linen Supply	Shop uniforms	213 W 9th Street Sioux Falls				SD	SD	57104	UNITED STATES
SHEEHAN MEMORIAL HOSPITAL	GENERAL TRANSPORT CONTRACT	425 MICHIGAN AVE.				BUFFALO	NY	14203	UNITED STATES
SHEEHAN MEMORIAL HOSPITAL	GENERAL TRANSPORT CONTRACT	425 MICHIGAN AVE.				BUFFALO	NY	14203	UNITED STATES
SHUMATE MECHANICAL	VENDOR AGREEMENT	2805 PREMIER PKWY				DULUTH	GA	30097	UNITED STATES
SIMONSEN, MICHAEL	SEVERANCE AND NON-COMPETE AGREEMENT	3127 ORLEANS EAST				SAN DIEGO	CA	92110	UNITED STATES
SKOMSVOLD, RANDALL	MEDIATED SETTLEMENT AGREEMENT	5175 VIA MARGARITA				YORBA LINDA	CA	92886	UNITED STATES
SMITH, KENNETH	SEVERANCE AND NON-COMPETE AGREEMENT	6925 MAURY DR				OLIVE BRANCH	MS	38654	UNITED STATES
SOUTHERN CARE HOSPICE	GENERAL TRANSPORT CONTRACT	5401 ASHLEY CIRCLE	E			AUSTINTOWN	OH	44515	UNITED STATES
Southern Linc	Communications Contract	PO Box 740531				ATLANTA	GA	30374-0531	UNITED STATES
SPEED INVESTMENTS, LLC.	REAL PROPERTY LEASE (3085 Fountainside Drive Suite 101, Germantown, TN 38138_	8393 DRURY LN				GERMANTOWN	TN	38139	UNITED STATES
SPRINT	Communications Contract	C/O BANKRUPTCY DEPT	ATTN: BRIAN BOLLIG, BANKRUPTCY ANALYST	PO BOX 7949		OVERLAND PARK	KS	66207-0949	UNITED STATES
ST. VINCENT DUNN HOSPITAL, INC.	GENERAL TRANSPORT CONTRACT	1600 23RD STREET				BEDFORD	IN	47421	UNITED STATES
ST. VINCENT JENNINGS HOSPITAL, INC.	GENERAL TRANSPORT CONTRACT	301 HENRY ST.	100			NORTH VERNON	IN	47265	UNITED STATES
STARWEST ASSOCIATES, LLC	COMM TOWER LEASE	White Tanks				Buckeye	AZ		UNITED STATES
STARWEST ASSOCIATES, LLC	REAL PROPERTY LEASE (5424 S. 40th St., Phoenix, AZ 85040)	1501 W FOUNTAINHEAD PKWY STE 650				TEMPE	AZ	85282	UNITED STATES
STARWEST ASSOCIATES, LLC	REAL PROPERTY LEASE (7031 N. 56th Ave., Glendale, AZ 85304)	1501 W FOUNTAINHEAD PKWY STE 650				TEMPE	AZ	85282	UNITED STATES
STARWEST ASSOCIATES, LLC	REAL PROPERTY LEASE (White Tanks, Buckeye, AZ)	1501 W FOUNTAINHEAD PKWY STE 650				TEMPE	AZ	85282	UNITED STATES
SUDDENLINK COMMUNICATIONS	Communications Contract	PO BOX 660365				DALLAS	TX	75266-0365	UNITED STATES
SUMMIT VIEW OF FARRAGUT	GENERAL TRANSPORT CONTRACT	12823 KINGSTON PIKE				KNOXVILLE	TN	37922	UNITED STATES
SWA BASELINE, LLC.	REAL PROPERTY LEASE (708 W. Baseline, Mesa, AZ 85210)	5995 E. Grant Road #111				TUCSON	AZ	85712	UNITED STATES
T MOBILE USA INC	Communications Contract	PO BOX 51843				LOS ANGELES	CA	90051-6143	UNITED STATES
TAYLOR, JEFFREY	SEVERANCE AND NON-COMPETE AGREEMENT	3911 FAIRLANDS DRIVE				PLEASANTON	CA	94588	UNITED STATES
TELESPHERE NETWORKS, LTD.	IT VENDOR CONTRACT	9237 E. VIA DE VENTURA	SUITE 2506			SCOTTSDALE	AZ	85258	UNITED STATES
THE BOYS & GIRLS CLUBS OF GREATER SCOTTSDALE, INC.	VENDOR SERVICES AGREEMENT	10515 E LAKEVIEW DR				SCOTTSDALE	AZ	85258	UNITED STATES
The Lang Company	VENDOR SERVICES AGREEMENT	ATTN: THOMAS V. WELTER, PRESIDENT	5405 13TH ST			LOUISVILLE	KY	40203-1796	UNITED STATES
THE SPRINGS AT CONTINENTAL RANCH	REAL PROPERTY LEASE (7901 NORTH CORTARO ROAD 19103, TUCSON, AZ, 85743)	7901 N CORTARO RD				TUCSON	AZ	85743	UNITED STATES
THOMPSON, MAUREEN	CHANGE-IN-CONTROL AGREEMENT	10895 E EL RANCHO DRIVE				SCOTTSDALE	AZ	85259	UNITED STATES
THOMPSON,MAUREEN2	SEVERANCE AND NON-COMPETE AGREEMENT	10895 E EL RANCHO DRIVE				SCOTTSDALE	AZ	85259	UNITED STATES
TIBURON FINANCIAL LLC	VENDOR SERVICES AGREEMENT	ATTN: BRENDA BROCKMAN, CLIENT SERVICES MGR	770 NORTH COTNER BLVD STE 330			LINCOLN	NE	68505	UNITED STATES
TIBURON FINANCIAL LLC2	VENDOR SERVICES AGREEMENT	ATTN: BRENDA BROCKMAN, CLIENT SERVICES MGR	770 NORTH COTNER BLVD STE 330			LINCOLN	NE	68505	UNITED STATES
Time Warner Cable	Communications Contract	PO BOX 1060				CAROL STREAM	IL	60132-1060	UNITED STATES
TODD & LANGLEY INVESTMENTS, INC	REAL PROPERTY LEASE (3924 W. Fullerton Pike, Bloomington, IN 47403)	PO BOX 2601				BLOOMINGTON	IN	47402-2601	UNITED STATES
TOP CLEANERS	VENDOR AGREEMENT	1625 E 62ND ST				TACOMA	WA	98404	UNITED STATES
TOTALFUNDS BY HASLER	EQUIPMENT LEASE	MAILROOM FINANCE INC	PO BOX 30193			TAMPA	FL	33630-3193	UNITED STATES

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Rural Metro Corporation
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Contract Counterparty[1]	Contract Description	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country
TURF & HORTICULTURE MANAGEMENT	VENDOR AGREEMENT	1450 LOWER DAWDA MILL RD				JASPER	GA	30143	UNITED STATES
TW TELECOM	Communications Contract	PO BOX 172567				DENVER	CO	80217-2567	UNITED STATES
UniFirst	Shop uniforms	PO Box 911526				Dallas	TX	75391	UNITED STATES
UniFirst	Shop uniforms	2085 Brighton-Henrietta Road				Rochester	NY	14623	UNITED STATES
UniFirst	Shop uniforms	104 N 14th Street				Phoenix	AZ	85034	UNITED STATES
UniFirst	Shop uniforms	104 N 14th Street				Phoenix	AZ	85034	UNITED STATES
Uniform Masters	Shop uniforms	3276-1 Democrat Rd.				Memphis	TN	38118	UNITED STATES
US CELLULAR	Communications Contract	UNITED STATES CELLULAR CORP	DEPT 0203			PALATINE	IL	60055-0203	UNITED STATES
USA MOBILITY	Communications Contract	PO BOX 660324				DALLAS	TX	75266-0324	UNITED STATES
Vaco Arizona, LLC	CONSULTING SERVICES AGREEMENT	5410 Maryland Way	STE 460			Brentwood	TN	37027	UNITED STATES
VALENZANO, MICHAEL	CONSULTING SERVICES AGREEMENT	11754 CARMEL CREEK	#106			SAN DIEGO	CA	92130	UNITED STATES
VASSALLO, RALPH	SEVERANCE AND NON-COMPETE AGREEMENT	1029 E PALO VERDE DRIVE				PHOENIX	AZ	85013	UNITED STATES
VERIZON	Communications Contract	PO BOX 15124				ALBANY	NY	12212-5124	UNITED STATES
VERIZON BUSINESS	Communications Contract	PO BOX 660794				DALLAS	TX	75266-0794	UNITED STATES
VERIZON NORTH	Communications Contract	PO BOX 920041				DALLAS	TX	75392-0041	UNITED STATES
VERIZON WIRELESS	Communications Contract	PO BOX 408				NEWARK	NJ	07101-0408	UNITED STATES
VERIZON WIRELESS CORP	Communications Contract	PO BOX 660108				DALLAS	TX	75266-0108	UNITED STATES
VILLANUEVA, BRENDA I. AND JUSTINIANI, ROLANDO M.	REAL PROPERTY LEASE (5221 WEST GLENDALE AVENUE, GLENDALE, AZ, 85234)	c/o Halo Property Management	625 North Gilbert Road	Suite 101		Gilbert	AZ	85234	UNITED STATES
VOCUS INC	MEDIA MONITORING SERVICE AGREEMENT	ATTN: ANDREW COOLEN	12051 INDIAN CREEK COURT			BELTSVILLE	MD	20705	UNITED STATES
Walkers Uniform Rental	Shop uniforms	724 N 16th Street				Omaha	NE	68102	UNITED STATES
WEBB, ROBERT	RETENTION BONUS AGREEMENT	1603 FOXFIRE CIRCLE				SEYMOUR	TN	37865	UNITED STATES
WHITE, JIMMY	SEVERANCE AND NON-COMPETE AGREEMENT	6035 W. RIDGE DR				BROADVIEW HEIGHTS	OH	44147	UNITED STATES
WILSON, JOHN	SEVERANCE AND NON-COMPETE AGREEMENT	2930 E MARIPOSA ST				PHOENIX	AZ	85016	UNITED STATES
Windstream	Communications Contract	ATTN: ALICE M. PEACE	301 N MAIN ST STE 5000			GREENVILLE	SC	29601	UNITED STATES
W-TWO TRUST	REAL PROPERTY LEASE (840 S. 5TH AVE., YUMA, AZ, 85364)	1313 W 17TH ST				YUMA	AZ	85364-5339	UNITED STATES
YEAROUT, CHRISTOPHER	SEVERANCE AND NON-COMPETE AGREEMENT	10874 E VERBENA LN				SCOTTSDALE	AZ	85255	UNITED STATES
ZACHRICH, ROBERT	MEDIATED SETTLEMENT AGREEMENT	2080 LINKSIDE DRIVE				ALPHARETTA	GA	30005	UNITED STATES
ZELL, ERIC	CONSULTING AGREEMENT	ZELL & ASSOCIATES	125 PARK PLACE, STE. 200			RICHMOND	CA	94801	UNITED STATES

[1]For the avoidance of doubt, if a counterparty to an executory contract or unexpired lease is listed on this schedule with multiple entries, the intention is to reject all existing executory contracts and unexpired leases with such counterparty (except with respect to the Debtors' executory contracts and/or unexpired leases with Starwest Associates, LLC, where the intention is to reject only the agreements specifically listed herein)

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Rural Metro Corporation
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Contract Counterparty[1]	Contract Description	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country
ACE AMERICAN INSURANCE COMPANY / GREENWOOD INTERNATIONAL INS SERVICES	FIREFIGHTERS AD&D INSURANCE AGREEMENT	333 SOUTH STREET	SUITE 400			SHREWSBURY	MA	01545	UNITED STATES
Banner Health Foundation	n/a	ATTN: Ms. Andy Bremer Petersen	2026 N. 3rd Street	Suite 250		PHOENIX	AZ	85004	UNITED STATES
RICOH USA INC - V2305208401	EQUIPMENT LEASE	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES
RICOH USA INC - V8005101517	EQUIPMENT LEASE	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES
RICOH USA INC - V8005180515	EQUIPMENT LEASE	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES
RICOH USA INC - V8005181799	EQUIPMENT LEASE	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES
RICOH USA INC - V8005191746	EQUIPMENT LEASE	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES
RICOH USA INC - V8205182316	EQUIPMENT LEASE	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES
RICOH USA INC - V8205202188	EQUIPMENT LEASE	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES
RICOH USA INC - V8205201666	EQUIPMENT LEASE	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES

[1]For the avoidance of doubt, if a counterparty to an executory contract or unexpired lease is listed on this schedule with multiple entries, the intention is to reject all existing executory contracts and unexpired leases with such counterparty

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Rural Metro Corporation

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Debtor's Counterparty[1]	Contract Description	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country
FORT ROCK, LLC	REAL PROPERTY LEASE	2333 SOUTH G STREET				TACOMA	WA	98466	UNITED STATES
Aramark Refreshments	VENDOR AGREEEMENT	3602 E Southern Ave				PHOENIX	AZ	85480	UNITED STATES
ISRANDER, RAYMOND	EMPLOYMENT AGREEMENT	31201 OLD SAN JUAN ROAD				SAN JUAN CAPISTRANO	CA	92675	UNITED STATES
ISKANDER, RAYMOND	SEPARATION AGREEMENT	31201 OLD SAN JUAN ROAD				SAN JUAN CAPISTRANO	CA	92675	UNITED STATES
CATES, BRIAN	EMPLOYMENT AGREEMENT	31771 ISLE ROYAL				LAGUNA NIGUEL	CA	92677	UNITED STATES
CATES, BRIAN	SEPARATION AGREEMENT	31771 ISLE ROYAL				LAGUNA NIGUEL	CA	92877	UNITED STATES
FIRSTWATCH	SOFTWARE SUBSCRIPTION AGREEMENT (Rochester)	322 ENCINITAS BLVD	SUITE 300			ENCINITAS	CA	92024	UNITED STATES
FIRSTWATCH	SOFTWARE SUBSCRIPTION AGREEMENT (Santa Clara)	322 ENCINITAS BLVD	SUITE 300			ENCINITAS	CA	92024	UNITED STATES
FIRSTWATCH	SOFTWARE SUBSCRIPTION AGREEMENT (CSA 17)	322 ENCINITAS BLVD	SUITE 300			ENCINITAS	CA	92024	UNITED STATES

[1]For the avoidance of doubt, if a counterparty to an executory contract or unexpired lease is listed on this schedule with multiple entries, the intention is to reject all existing executory contracts and unexpired leases with such counterparty (except with respect to the Debtors' executory contracts and/or unexpired leases with FirstWatch, where the intention is to reject only the agreements specifically listed herein)

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Schedule 10.3

Cure Amounts for
Assumed Executory Contracts and Unexpired Leases

Rural Metro Corporation
Accept

Contract Counterparty	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country	Core Amount
BUSINESS & DECISION	100 WEST VALLEY ROAD	SUITE 1000			WAYNE	PA	19087	UNITED STATES	589,165
CONIFER REVENUE CYCLE SOLUTIONS, LLC	2401 INTERNET BLVD., SUITE 201				FRISCO	TX	75034	UNITED STATES	446,532
ZOLL DATA SYSTEMS, INC.	12202 AIRPORT WAY	SUITE 300			BROOMFIELD	CO	80021	UNITED STATES	372,487
CITIES OF MESA, AJ, GILBERT, QUEEN CREEK	20 E. MAIN STREET				MESA	AZ	85211	UNITED STATES	370,836
CITY OF SAN DIEGO	1010 SECOND AVENUE	400			SAN DIEGO	CA	92101	UNITED STATES	281,178
CITY OF AURORA CASHIERS OFFICE	EMS BUREAU MANAGER	15151 EAST ALAMEDA PARKWAY 4TH FLOOR			AURORA	CO	80012	UNITED STATES	98,375
INTEGRATED RENTAL SERVICES (IRS)	ATTN: SCOTT ROBINSON, CRO	1800 WILLIAMSON COURT			LOUISVILLE	KY	40223	UNITED STATES	70,439
CONNANCE, INC.	200 WEST STREET	THIRD FLOOR			WALTHAM	MA	02451	UNITED STATES	70,004
APACHE JUNCTION FIRE DISTRICT	565 N IDAHO RD				APACHE JUNCTION	AZ	85119	UNITED STATES	63,565
AVONDALE FIRE - RESCUE SERVICES	1825 N 107TH AVE				AVONDALE	AZ	85392	UNITED STATES	50,408
INSIGHT DIRECT USA, INC.	6820 S. HARL AVENUE				TEMPE	AZ	85283	UNITED STATES	44,198
INFOSOL, INC.	1831 W. ROSE GARDEN LANE	SUITE 8			PHOENIX	AZ	85027	UNITED STATES	42,830
CITY OF CASA GRANDE	CITY HALL 510 EAST FLORENCE BLVD.				CASA GRANDE	AZ	85122	UNITED STATES	40,385
SUNGARD AVAILABILITY SERVICES LP	7499 E. PARADISE LANE	STE 108				AZ	85260	UNITED STATES	37,518
IRON MOUNTAIN	DISTRICT NAME - PHOENIX	PO BOX 601002			GILBERT	CA	91189-1002	UNITED STATES	31,058
PARK STRATEGIES, LLC	101 PARK AVENUE	SUITE 2506			NEW YORK	NY	10178	UNITED STATES	25,700
KALEIDA HEALTH	100 HIGH STREET				BUFFALO	NY	14203	UNITED STATES	25,262
INSIGHT GLOBAL LLC2	4170 ASHFORD DUNWOODY ROAD, SUITE 250				ATLANTA	GA	30319	UNITED STATES	25,125
CITY OF EL MIRAGE	12145 NW GRAND AVE				EL MIRAGE	AZ	85335	UNITED STATES	23,886
ICIMS	ATTN: GREGORY MCDONALD	90 MATAWAN ROAD			MATAWAN	NJ	07747	UNITED STATES	20,340
Medlytix	675 MANSELL RD, STE 100				ROSWELL	GA	30076	UNITED STATES	20,298
CATHOLIC HEALTH SYSTEM	515 ABBOTT ROAD	SUITE 408			BUFFALO	NY	14220	UNITED STATES	20,280
IMAGETREND	20855 KENSINGTON BLVD.				LAKEVILLE	MN	55044	UNITED STATES	19,587
BLOUNT MEMORIAL HOSPITAL	907 EAST LAMAR ALEXANDER PKWY				MARYVILLE	TN	37804	UNITED STATES	18,171
OSAM DOCUMENT SOLUTIONS, INC.	3520 N. 16TH STREET				PHOENIX	AZ	85016	UNITED STATES	17,934
CIT FINANCE LLC	21719 NETWORK PL				CHICAGO	IL	60673-1217	UNITED STATES	17,775
CITY OF EUGENE	1705 W. 2ND AVE				EUGENE	OR	97402-4177	UNITED STATES	16,200
HEWITT ASSOCIATES LLC	ATTN: MARK BONACHEA	14707 S DIXIE HWY	SUITE 201		MIAMI	FL	33176	UNITED STATES	13,943
Zirmed	1311 SOLUTIONS CTR				CHICAGO	IL	60677-1311	UNITED STATES	13,215
EXACENT, LLC D/B/A I/O ON DEMAND	615 N. 48TH STREET				PHOENIX	AZ	85008	UNITED STATES	11,860
ARIZONA DEPT. OF HEALTH SERVICES CON 86	1740 W. ADAMS				PHOENIX	AZ	85007	UNITED STATES	11,800
PITNEY BOWES GLOBAL FINANCIAL SERVICES	PO BOX 371887				PITTSBURGH	PA	15250	UNITED STATES	11,755
SANTA CLARA COUNTY PUBLIC HEALTH LAB	2220 MOORPARK AVE	SECOND FLOOR			SAN JOSE	CA	95128	UNITED STATES	11,221
INTERMEDIX	6451 N FEDERAL HWY STE 1000				FORT LAUDERDALE	FL	33308	UNITED STATES	9,388
BANNER BAYWOOD MEDICAL CENTER	6644 E BAYWOOD AVENUE				MESA	AZ	85206	UNITED STATES	8,905
STARWEST TECH, LLC	1501 W. FOUNTAINHEAD PKWY	SUITE 650			TEMPE	AZ	85282	UNITED STATES	8,022
CITRIX ONLINE, LLC	7414 HOLLISTER AVENUE				GOLETA	CA	93117	UNITED STATES	7,862
DCM	7601 PENN AVE SO STE A600				RICHFIELD	MN	55423-3646	UNITED STATES	7,604
CAREFUSION SOLUTIONS LLC	25082 NETWORK PLACE				CHICAGO	IL	60673-1250	UNITED STATES	7,372
MANSPERGER PATTERSON & MCMULLIN, PLC	1222 E BASELINE ROAD	SUITE 200			TEMPE	AZ	85283	UNITED STATES	7,180
CITY OF SALEM	555 LIBERTY ST. SE	330			SALEM	OR	97301	UNITED STATES	6,850
LEASE HARBOR LLC	414 N. ORLEANS ST., SUITE 709				CHICAGO	IL	60654	UNITED STATES	5,836
PHOENIX CHILDREN'S HOSPITAL CON 109	1919 E. THOMAS RD.				PHOENIX	AZ	85016	UNITED STATES	5,000
CITY OF SCOTTSDALE	3939 N. DRINKWATER BLVD.				SCOTTSDALE	AZ	85251	UNITED STATES	4,877
EXEMPLA HEALTHCARE	2420 W. 26TH AVENUE	300-D			DENVER	CO	80211	UNITED STATES	4,318
SCOTTSDALE CHAMBER OF COMMERCE	7501 E MCCORMICK PARKWAY STE 202				SCOTTSDALE	AZ	85258	UNITED STATES	4,000
MONROE COMMUNITY COLLEGE	1000 E. HENRIETTA ROAD				ROCHESTER	NY	14623	UNITED STATES	3,895
KNOX METRO FIRE FIGHTERS ASSOCIATION	ATTN: PRES. BILL TODD	PO BOX 70248			KNOXVILLE	TN	37938	UNITED STATES	3,795
ERIE COUNTY MEDICAL CENTER	462 GRIDER STREET				BUFFALO	NY	14215	UNITED STATES	3,575
TOWN OF GUADALUPE	8413 SOUTH AVENIDA DEL YAQUI				GUADALUPE	AZ	85283	UNITED STATES	3,422
TENNESSEE STRATEGIES LLC	P.O. BOX 23893				KNOXVILLE	TN	37933	UNITED STATES	3,000
TAHER, HEATHER M.D.	1 E. JULIAN ST., UNIT 317				SAN JOSE	CA	95112	UNITED STATES	2,917
RADIO ONE COMM SVC CO	7041 GRAND NATIONAL DR STE 116				ORLANDO	FL	32819	UNITED STATES	2,689
TOWN OF PARADISE VALLEY	6401 E. LINCOLN DR.				PARADISE VALLEY	AZ	85253	UNITED STATES	2,537
PEORIA CHAMBER OF COMMERCE	8631 W UNION HILLS DR #203				PEORIA	AZ	85382	UNITED STATES	2,515
SALEM AREA CHAMBER OF COMMERCE	1110 COMMERCIAL ST. NE				SALEM	OR	97301	UNITED STATES	2,500
SCRIPPS HEALTH FOUNDATION	4275 CAMPUS POINT COURT				SAN DIEGO	CA	92121	UNITED STATES	2,500
CITY OF TUCSON - UTILITY SERVICES	PO BOX 28804				TUCSON	AZ	85726-8804	UNITED STATES	2,355
CINTAS	ATTN: MICHAEL SCHAEFER	PO BOX 625737			CINCINNATI	OH	45262	UNITED STATES	2,208
JAN PRO	15714 SW 72ND AVE				PORTLAND	OR	97224	UNITED STATES	2,061
CITY OF SHERIDAN	4101 S. FEDERAL BLVD.				SHERIDAN	CO	80010	UNITED STATES	2,054
MARICOPA COUNTY OFF OF ENTERPRISE TECH	ENTERPRISE TECHNOLOGY	301 S 4TH AVE 2 FL			PHOENIX	AZ	85003	UNITED STATES	1,727
SANFORD USD MEDICAL CENTER	1305 W. 18TH	PO BOX 5039			SIOUX FALLS	SD	57117	UNITED STATES	1,353
FISHER WIRELESS SERVICES INC	14530 S COMMERCIAL				BLYTHE	CA	92225	UNITED STATES	1,239
CROWN CASTLE	PO BOX 409250				ATLANTA	GA	30384-9250	UNITED STATES	1,210
AURORA CHAMBER FOUNDATION	14305 E ALAMEDA AVE STE 300				AURORA	CO	80012	UNITED STATES	1,125
WOODS MEMORIAL DBA MCMINN MEMORIAL	886 HIGHWAY 411 NORTH				ETOWAH	TN	37331	UNITED STATES	975
PATRICIA LYNCH ASSOCIATES, INC.	726 EXCHANGE ST.	SUITE 815			BUFFALO	NY	14210	UNITED STATES	903
MESA CHAMBER OF COMMERCE	40 N CENTER ST STE 104				MESA	AZ	85201	UNITED STATES	700
CORNING HOSPITAL	176 DENISON PARKWAY				CORNING	NY	14830	UNITED STATES	697
GLOBAL TOWER PARTNERS	SUNTRUST	PO BOX 102534			ATLANTA	GA	30368-2534	UNITED STATES	667
DICK BATCHELOR MANAGEMENT GROUP, INC.	201 S. ORANGE AVE, SUITE 960				ORLANDO	FL	32801	UNITED STATES	645
TOWN OF COLLIERVILLE	500 POPLAR VIEW PARKWAY				COLLIERVILLE	TN	38017	UNITED STATES	610
HAMBURG CHAMBER OF COMMERCE	PO BOX 848				HAMBURG	NY	14075	UNITED STATES	602
SIOUX FALLS AREA CHAMBER	OF COMMERCE	PO BOX 1425			SIOUX FALLS	SD	57101-1425	UNITED STATES	576

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Rural Metro Corporation
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Contract Counterparty	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country	Cure Amount
BARDUHN, MARLEY PH.D.	855 STRONG ROAD				TULLY	NY	13159	UNITED STATES	565
CITY OF ROCHESTER, NY	30 CHURCH STREET				ROCHESTER	NY	14614	UNITED STATES	500
UNIV. OF ROCHESTER STRONG & HIGHLAND HOSPITALS	1000 SOUTH AVE.				ROCHESTER	NY	14620	UNITED STATES	485
CASA GRANDE REG MED CENTER ACUTE REHAB	950 N. ARIZOLA RD.				CASA GRANDE	AZ	85222	UNITED STATES	461
BANNER DESERT MEDICAL CENTER	1400 SOUTH DOBSON ROAD				MESA	AZ	85210	UNITED STATES	413
SCRIPPS MEMORIAL LA JOLLA	9888 GENESEE AVE				LA JOLLA	CA	92037	UNITED STATES	411
ST ELIZABETH HEALTH CENTER	PO BOX 630826				CINCINNATI	OH	45263-0626	UNITED STATES	405
LOUDON COUNTY CHAMBER OF COMMERCE	PO BOX 67				LOUDON	TN	37774	UNITED STATES	400
CITY OF SALEM UTILITY BILLING	PO BOX 3795				PORTLAND	OR	97208-2795	UNITED STATES	397
GREATER NORTH FULTON CHAMBER OF COMMERCE	11605 HAYNES BRIDGE RD SUITE 100				ALPHARETTA	GA	30009	UNITED STATES	395
CITY OF PEORIA	9875 N. 85TH AVE.				PEORIA	AZ	85345	UNITED STATES	392
HEALTH CARE EQUIPMENT FUNDING	1310 MADRID ST STE 103				MARSHALL	MN	56258	UNITED STATES	371
BLOUNT COUNTY CHAMBER OF COMMERCE	201 S WASHINGTON STREET				MARYVILLE	TN	37804-5728	UNITED STATES	350
EUGENE AREA CHAMBER OF COMMERCE	1401 WILLAMETTE ST				EUGENE	OR	97440	UNITED STATES	350
MULTICARE HEALTH SYSTEM	PO BOX 5299				TACOMA	WA	98415	UNITED STATES	323
SIS Q COMMUNICATIONS	1825 NE 6TH STREET				GRANTS PASS	OR	97526	UNITED STATES	317
ZOLL DATA SYSTEMS, INC.2	11802 RIDGE PARKWAY STE 400				BROOMFIELD	CO	80021	UNITED STATES	300
AIR EVAC INC. CON 109	2800 N 44 STREET	800			PHOENIX	AZ	85008	UNITED STATES	300
GILBERT EMERGENCY HOSPITAL CON 86	5656 S. POWER ROAD				HIGLEY	AZ	85296	UNITED STATES	291
GREATER FLORENCE CHAMBER OF COMMERCE	PO BOX 929				FLORENCE	AZ	85232	UNITED STATES	275
ST. VINCENT HOSPITAL & HEALTH CARE CENTER	2001 WEST 86TH ST.				INDIANAPOLIS	IN	46260	UNITED STATES	273
R-SQUARED SERVICES AND SOLUTIONS, LLC	29 EMMONS DRIVE, SUITE B-10				PRINCETON JUNCTION	NJ	08550	UNITED STATES	258
FRANCISCAN HEALTH SYSTEM	1149 MARKET STREET				TACOMA	WA	98401	UNITED STATES	231
Blount Memorial	PO BOX 1954				MEMPHIS	TN	38101-1954	UNITED STATES	225
Rubin, John	306 TAYLOR RD				RICHFIELD SPRINGS	NY	13439	UNITED STATES	210
COX, CHARLES B. M.D.	503 W. MADISON AVENUE				ATHENS	TN	37303	UNITED STATES	195
PEAK MEDICAL RESOURCES LLC	PO BOX 975452				DALLAS	TX	75397-5452	UNITED STATES	185
MORGAN COUNTY MEMORIAL HOSPITAL	2209 JOHN R. WOODEN DR.				MARTINSVILLE	IN	46151	UNITED STATES	160
BROOKSBANK, ROGER M.D.	1431 CENTERPOINT BLVD., SUITE 100				KNOXVILLE	TN	37933	UNITED STATES	155
AIR EVAC INC. CON 86	2800 N 44 STREET	800			PHOENIX	AZ	85008	UNITED STATES	140
AVERA MCKENNAN HOSPITAL	800 EAST 21ST ST.				SIOUX FALLS	SD	57117	UNITED STATES	119
UNIVERSITY OF ROCHESTER	DEPT OF EMERGENCY MEDICINE	601 ELMWOOD AVE BOX 655			ROCHESTER	NY	14642	UNITED STATES	111
LEFT HAND WATER DISTRICT	PO BOX 210				NIWOT	CO	80544	UNITED STATES	94
CITY OF SALEM EMS DIVISION	C/O SUSAN CHASE	2742 25TH ST SE			SALEM	OR	97302	UNITED STATES	91
CCA FINANCIAL LLC	PO BOX 758760				BALTIMORE	MD	21275-8760	UNITED STATES	89
TLC MEDICAL TRANSPORT2	12340 EL CAMINO REAL, SUITE 430				SAN DIEGO	CA	92130	UNITED STATES	75
TLC MEDICAL TRANSPORT3	6312 RIVERDALE ST				SAN DIEGO	CA	92120	UNITED STATES	75
SUMTER COMMUNICATIONS	10800 US HWY 301				DADE CITY	FL	33525	UNITED STATES	67
YOUNGSTOWN RADIO SERVICE INC	123 N MERIDAN RD				YOUNGSTOWN	OH	44509	UNITED STATES	55
MARYVALE HOSPITAL VHS ACQUISITION CORP CON 109	5102 W. CAMPBELL AVE				PHOENIX	AZ	85031	UNITED STATES	53
WEST SENECA CHAMBER OF COMMERCE	950A UNION ROAD				WEST SENECA	NY	14224	UNITED STATES	50
FLORENCE HOSPITAL AT ANTHEM	4545 N HUNT HWY FLORENCE, AZ 85132				FLORENCE	AZ	85132	UNITED STATES	28
AURORA CHAMBER OF COMMERCE	14305 E ALAMEDA AVE	STE 300			AURORA	CO	80012	UNITED STATES	22
FULTON COUNTY, GEORGIA	141 PRYOR ST. S.W.	SUITE 10078			ATLANTA	GA	30303	UNITED STATES	-
ARIZONA DEPT. OF HEALTH SERVICES CON 109	1740 W. ADAMS				PHOENIX	AZ	85007	UNITED STATES	-
CITY OF AURORA	15151 E. ALAMEDA PKWY				AURORA	CO	80012	UNITED STATES	-
CITY OF AVONDALE	11465 W CIVIC CENTER DRIVE				AVONDALE	AZ	85323	UNITED STATES	-
CITY OF BUFFALO	65 NIAGARA SQUARE				BUFFALO	NY	14202	UNITED STATES	-
CITY OF CHANDLER (PMT W/DHS) (CON 71)	151 EAST BOSTON ST.				CHANDLER	AZ	85225	UNITED STATES	-
CITY OF GOODYEAR	175 NORTH 145TH AVENUE				GOODYEAR	AZ	85338	UNITED STATES	-
CITY OF LITTLETON	2255 W. BERRY AVE.				LITTLETON	CO	80165	UNITED STATES	-
CITY OF TEMPE	20 EAST 6TH STREET				TEMPE	AZ	85280	UNITED STATES	-
CITY OF TUCSON	265 S. CHURCH				TUCSON	AZ	85701	UNITED STATES	-
CITY OF WHEAT RIDGE	7500 W. 29TH AVE.				WHEAT RIDGE	CO	80033	UNITED STATES	-
GREEN VALLEY FIRE DISTRICT	1285 W CAMINO ENCANTO				GREEN VALLEY	AZ	85622	UNITED STATES	-
NEBRASKA DEPT. OF HEALTH & HUMAN SVCS TITLE XX	301 CENTENNIAL MALL SOUTH				LINCOLN	NE	68509	UNITED STATES	-
SANTA CLARA COUNTY-911	976 LENZEN AVENUE	1200			SAN JOSE	CA	95126	UNITED STATES	-
SANTA CLARA COUNTY ENVIRONMENTAL HEALTH	1555 BERGER DR.	SUITE 300			SAN JOSE	CA	95112	UNITED STATES	-
SOUTH SANTA CLARA COUNTY FIRE DISTRICT	15670 MONTEREY ST				MORGAN HILL	CA	95037	UNITED STATES	-
TLC MEDICAL TRANSPORT	3111 CAMINO DEL RIO NORTH	603			SAN DIEGO	CA	92108	UNITED STATES	-
COLLIERVILLE CITY	1075 MULLINS STATION RD				MEMPHIS	TN	38134	UNITED STATES	-
WAYNE COUNTY INDIANA	401 EAST MAIN ST.				RICHMOND	IN	47374	UNITED STATES	-
BU-OLD PUEBLO FIREFIGHTERS	OPFFA	ATTN: EXECUTIVE BOARD	9310 N. SHANNON ROAD		TUCSON	AZ	85742	UNITED STATES	-
EMERGENCY MEDICAL LOCAL I-82	EMERGENCY MEDICAL LOCAL I-82	ATTN: PRES. JOHN THRASHER	PO BOX 338		POPLAR BLUFF	MO	63902	UNITED STATES	-
EUGENE EMT & PARAMEDICS	TEAMSTERS LOCAL 206	ATTN: LEONARD STOEHR	711 SHELLEY ST.		SPRINGFIELD	OR	97477	UNITED STATES	-
IAEP LOCAL 083-PIERCE COUNTY	IAEP TACOMA LOCAL 83	ATTN: PRES. LONNIE WALKER	PO BOX 111589		TACOMA	WA	98411-1589	UNITED STATES	-
IAEP SEATTLE DISPATCHERS - LOCAL 530	IAEP SEATTLE DISPATCHERS - LOCAL 530	ATTN: GREG BEHAN, NATIONAL IAEP REP	PO BOX 157		COUPEVILLE	WA	98239	UNITED STATES	-
IAFF LOCAL 3878 - MARICOPA FR	UNITED MARICOPA COUNTY FIREFIGHTERS ASSN	ATTN: AREN C. HENSEN	3370 N. HAYDEN RD.	STE. 123-521	SCOTTSDALE	AZ	85251	UNITED STATES	-
KNOX EMS - NAGE/SEIU R5-421	KNOX EMS - SEIU	ATTN: PRES. GLEN ELMORE	6304 SHARAE RD.		KNOXVILLE	TN	37924	UNITED STATES	-
KNOX METRO FF ASSOC	KNOW METRO FIRE FIGHTERS ASSN.	ATTN: PRES. BILL TODD	PO BOX 70248		KNOXVILLE	TN	37938	UNITED STATES	-
LOCAL 2008 SEIU CORNING NY	SEIU LOCAL 2008	ATTN: PRES. SCOTT PHILLIPSON	731 JAMES ST., SUITE 300		SYRACUSE	NY	13203	UNITED STATES	-
LOCAL 200C SEIU ROCHESTER NY	SEIU LOCAL 200C	ATTN: DAVID PALMER	1150 UNIVERSITY AVE.	BLDG. 5, DOOR H	ROCHESTER	NY	14607	UNITED STATES	-
LOCAL 375 - TEAMSTERS BUFFALO	TEAMSTERS LOCAL 375	ATTN: MICHAEL N. WACH	658 ENGLEWOOD AVE.		BUFFALO	NY	14223	UNITED STATES	-
LOCAL 763-TEAMSTERS SNO/KING - EMT'S	TEAMSTERS LOCAL 763	ATTN: DAVID A. GRAGE	14675 INTERURBAN AVE. S.	SUITE 305	TUKWILA	WA	98168	UNITED STATES	-
NEMSA-SAN DIEGO EMS	NEMSA	4701 SISK ROAD	SUITE 302		MODESTO	CA	95356	UNITED STATES	-

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Rural Metro Corporation
Accept

Contract Counterparty	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country	Cure Amount
ORLANDO UNION R5-084	ORLANDO UNION R5-084	ATTN: PRES. LEO T. MURPHY	4728 OLD WINTER GARDEN RD.		ORLANDO	FL	32811	UNITED STATES	-
PRINCIPAL LIFE INSURANCE COMPANY	711 HIGH STREET				DES MOINES	IA	50392	UNITED STATES	-
SALEM EMT & FIREFIGHTERS LOCAL R12-30	IAEP SALEM LOCAL R12-30	ATTN: PRES. MICHELLE CROW	2310 MOORELAND AVE. NE		SALEM	OR	97305	UNITED STATES	-
SAN DIEGO DISPATCHERS	TEAMSTERS LOCAL 542	ATTN: PRES. PHIL FARIAS & AGENT SHELLY ALLSUP	4666 MISSION GEORGE PLACE		SAN DIEGO	CA	92120	UNITED STATES	-
SNO/KING NURSES TEAMSTERS 763- RN'S	TEAMSTERS LOCAL 763	ATTN: DAVID A. GRAGE	14675 INTERURBAN AVE. S.	SUITE 305	TUKWILA	WA	98168	UNITED STATES	-
SUMTER EMT & PARAMEDICS	SUMTER EMT & PARAMEDICS	ATTN: PRES. EMILY SCOTT	950 N. MAIN		BUSHNELL	FL	33513	UNITED STATES	-
TEAMSTERS LOCAL 413	TEAMSTERS LOCAL 413	ATTN: PRES. TOBY JONES	555 E. RICH STREET		COLUMBUS	OH	43215	UNITED STATES	-
UEMSW/AFSCME LOCAL 4 - 911	AFSCME	333 HEGENBERGER RD.	SUITE #504		OAKLAND	CA	94621	UNITED STATES	-
VALLEY FIRE SERVICES-TEAMSTERS LOCAL 962	VALLEY FIRE SERVICES-TEAMSTERS LOCAL 962	4480 ROGUE VALLEY HWY 10			CENTRAL POINT	OR	97502	UNITED STATES	-
YUMA FIRE/EMS-UYCFA	UYCFA	PO BOX 752			YUMA	AZ	85366	UNITED STATES	-
SAN DIEGO MEDICAL SERVICES ENTERPRISE LLC	10405 SAN DEIGO MISSION ROAD	200			SAN DIEGO	CA	92108	UNITED STATES	-
SANTA CLARA COUNTY	SANTA CLARA COUNTY EMS AGENCY	976 LENZEN AVE STE 1200			SAN JOSE	CA	95126	UNITED STATES	-
GALLAGHER BASSETT SERVICES, INC.	LS763 COLLECTIONS CENTER DRIVE				CHICAGO	IL	60693	UNITED STATES	-
ADP	ATTN: LAURA DICKERSON	5800 WINDWARD PARKWAY			ALPHARETTA	GA	30005	UNITED STATES	-
WORKDAY, INC.	2033 NORTH MAIN STREET	SUITE 500			WALNUT CREEK	CA	94596	UNITED STATES	-
INTEGRATED RENTAL SERVICES (IRS)2	1800 WILLIAMSON COURT				LOUISVILLE	KY	40223	UNITED STATES	-
INTEGRATED RENTAL SERVICES (IRS)3	1800 WILLIAMSON COURT				LOUISVILLE	KY	40223	UNITED STATES	-
INTEGRATED RENTAL SERVICES (IRS)4	1800 WILLIAMSON COURT				LOUISVILLE	KY	40223	UNITED STATES	-
INTEGRATED RENTAL SERVICES (IRS)5	1800 WILLIAMSON COURT				LOUISVILLE	KY	40223	UNITED STATES	-
INTEGRATED RENTAL SERVICES (IRS)6	1800 WILLIAMSON COURT				LOUISVILLE	KY	40223	UNITED STATES	-
INTEGRATED RENTAL SERVICES (IRS)7	1800 WILLIAMSON COURT				LOUISVILLE	KY	40223	UNITED STATES	-
INTEGRATED RENTAL SERVICES (IRS)8	1800 WILLIAMSON COURT				LOUISVILLE	KY	40223	UNITED STATES	-
INTEGRATED RENTAL SERVICES (IRS)9	1800 WILLIAMSON COURT				LOUISVILLE	KY	40223	UNITED STATES	-
INTEGRATED RENTAL SERVICES INC2	1800 WILLIAMSON COURT				LOUISVILLE	KY	40223	UNITED STATES	-
INTEGRATED RENTAL SERVICES INC	ATTN: SCOTT ROBINSON, CRO	1800 WILLIAMSON COURT			LOUISVILLE	KY	40223	UNITED STATES	-
AETNA US HEALTHCARE	201 N. CIVIC	300			WALNUT CREEK	CA	94596	UNITED STATES	-
APACHE JUNCTION FIRE DISTRICT2	565 N IDAHO RD				APACHE JUNCTION	AZ	85119-4019	UNITED STATES	-
VITALITY	200 W MONROE ST.	STE 2100			CHICAGO	IL	60606	UNITED STATES	-
GALLAGHER BASSETT SERVICES, INC.2	5301 VETERANS MEMORIAL PKWY				ST. PETERS	MO	63376	UNITED STATES	-
CITY OF FLORENCE	775 NORTH MAIN STREET	PO BOX 2670			FLORENCE	AZ	85132	UNITED STATES	-
CITY OF FLORENCE2	PO BOX 2670				FLORENCE	AZ	85132-3050	UNITED STATES	-
INSIGHT GLOBAL LLC	6820 S. HARL AVENUE				TEMPE	AZ	85283	UNITED STATES	-
AIR CARE INTERNATIONAL	2105 CAMINO VIDA ROBLE A				CARLSBAD	CA	92011	UNITED STATES	-
AIR CARE INTERNATIONAL 2	2105 CAMINO VIDA ROBLE A				CARLSBAD	CA	92011	UNITED STATES	-
HEALTH NET OF ARIZONA, INC. CON 55	1230 W. WASHINGTON ST.	401			TEMPE	AZ	85281	UNITED STATES	-
HEALTH NET OF CALIFORNIA INC.	21650 OXNARD ST.				WOODLAND HILLS	CA	91367	UNITED STATES	-
HEALTH NET LIFE INSURANCE COMPANY2	21650 OXNARD ST				WOODLAND HILLS	CA	91367	UNITED STATES	-
HEALTH NET OF ARIZONA, INC. CON 65	1230 W. WASHINGTON ST.	401			TEMPE	AZ	85281	UNITED STATES	-
HEALTH NET OF CALIFORNIA INC.2	21650 OXNARD ST.				WOODLAND HILLS	CA	91367	UNITED STATES	-
HEALTH NET OF ARIZONA, INC. CON 71	950 N. FINANCE CENTER DR.				TUCSON	AZ	85710	UNITED STATES	-
HEALTH NET OF ARIZONA, INC. CON 75	5255 E. WILLIAMS CIRCLE	4000			TUCSON	AZ	85711	UNITED STATES	-
HEALTH NET OF ARIZONA, INC. CON 86	1230 W. WASHINGTON ST.	401			TEMPE	AZ	85281	UNITED STATES	-
HEALTH NET LIFE INSURANCE COMPANY3	21650 OXNARD ST				WOODLAND HILLS	CA	91367	UNITED STATES	-
HEALTH NET LIFE INSURANCE COMPANY4	21650 OXNARD ST				WOODLAND HILLS	CA	91367	UNITED STATES	-
HEALTH NET OF OREGON	21650 OXNARD ST				WOODLAND HILLS	CA	91367	UNITED STATES	-
HEALTH NET OF ARIZONA, INC. CON 109	1230 W. WASHINGTON ST.	401			TEMPE	AZ	85281	UNITED STATES	-
HEALTH NET LIFE INSURANCE COMPANY	21650 OXNARD ST				WOODLAND HILLS	CA	91367	UNITED STATES	-
HEALTH NET OF ARIZONA, INC. CON 54	1230 W. WASHINGTON ST.	401			TEMPE	AZ	85281	UNITED STATES	-
COUNTY OF SAN DIEGO (CSA 17)	6255 MISSION GORGE RD.				SAN DIEGO	CA	92120	UNITED STATES	-
INTERMEDIX2	6451 N FEDERAL HWY STE 1000				FORT LAUDERDALE	FL	33308	UNITED STATES	-
INTERMEDIX3	6451 N FEDERAL HWY STE 1000				FORT LAUDERDALE	FL	33308	UNITED STATES	-
INTERMEDIX4	6451 N FEDERAL HWY STE 1000				FORT LAUDERDALE	FL	33308	UNITED STATES	-
TOWERS WATSON	875 THIRD AVENUE	16TH FLOOR			NEW YORK	NY	10022	UNITED STATES	-
CAREFUSION SOLUTIONS LLC3	25082 NETWORK PLACE				CHICAGO	IL	60673-1250	UNITED STATES	-
TAHER, HEATHER M.D 2	1 E JULIAN ST #317				SAN JOSE	CA	95112	UNITED STATES	-
CATHOLIC HEALTHCARE WEST DBA CHANDLER REGIONAL	475 S. DOBSON RD.				CHANDLER	AZ	85224	UNITED STATES	-
CATHOLIC HEALTHCARE WEST DBA ST. JOSEPHS CON 71	350 WEST THOMAS ROAD				PHOENIX	AZ	85013	UNITED STATES	-
NIAGARA FALLS MEDICAL CENTER	621 10TH ST.				NIAGARA FALLS	NY	14343	UNITED STATES	-
COUNTY OF ORANGE	515 N. SYCAMORE	312			SANTA ANA	CA	92701	UNITED STATES	-
REGENTS OF THE UNIVERSITY OF CA	10920 WILSHIRE BLVD.	1010			LOS ANGELES	CA	90024	UNITED STATES	-
TOWN OF COLLIERVILLE2	500 POPLAR VIEW PKWY				COLLIERVILLE	TN	38017	UNITED STATES	-
SWA FLEET-TEAMSTERS LOCAL 104	TEAMSTERS LOCAL 104-SWA FLEET	ATTN: JOSH GRAVES, BUSINESS AGENT	1450 S. 27TH AVE.		PHOENIX	AZ	85009	UNITED STATES	-
WEST ORANGE CHAMBER OF COMMERCE	12184 W COLONIAL DR				WINTER GARDEN	FL	34787	UNITED STATES	-
CAPIO FUNDING, LLC	PO BOX 27740				LAS VEGAS	NV	89126	UNITED STATES	-
MEDAPOINT, INC.	3005 SOUTH LAMAR AVE	SUITE D109-136			AUSTIN	TX	78704	UNITED STATES	-
OPTIMUM OUTCOMES HEALTHCARE MANAGEMENT, LLC	2641 WARRENVILLE ROAD, SUITE 500				DOWNERS GROVE	IL	60515	UNITED STATES	-
STATE COLLECTION SERVICE, INC.	2509 S. STOUGHTON RD.				MADISON	WI	53716	UNITED STATES	-
ARIBA	2135 CITY GATE LANE				NAPERVILLE	IL	60563	UNITED STATES	-
PATRICIA LYNCH ASSOCIATES, INC.	726 EXCHANGE ST.	SUITE 815			BUFFALO	NY	14210	UNITED STATES	-
TAX COMPLIANCE, INC.	10089 WILLOW CREEK ROAD	SUITE 300			SAN DIEGO	CA	92131	UNITED STATES	-
BUSINESS & DECISION	100 WEST VALLEY ROAD	SUITE 1000			WAYNE	PA	19087	UNITED STATES	-
IMAGETREND, INC.	20855 KENSINGTON BLVD.				LAKEVILLE	MN	55044	UNITED STATES	-
IO CAPITAL PRINCESS, LLC*D/B/A I/O DATA CENTERS	8521 EAST PRINCESS DRIVE				SCOTTSDALE	AZ	85255	UNITED STATES	-
MED-1 SOLUTIONS, LLC	517 US HWY 31 N				GREENWOOD	IN	46142	UNITED STATES	-
SERVICENOW, INC.	4810 EASTGATE MALL				SAN DIEGO	CA	92121	UNITED STATES	-

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Contract Counterparty	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country	Cure Amount
STARWEST TECH'S EMERG E DATA	1501 W. FOUNTAINHEAD PKWY	SUITE 650			TEMPE	AZ	85282	UNITED STATES	-
WORLD WIDE TECHNOLOGY, INC.	PO BOX 957653					MO	63915	UNITED STATES	-
CR Software (FICO)	4035 Ridgetop Rd	Suite 600			Fairfax	VA	22030	UNITED STATES	-
HOLLEY, DR. JOE	PO BOX 40434				MEMPHIS	TN	38174	UNITED STATES	-
ANDERSON, TIMOTHY M.D.	3641 HORSEMINT TRAIL				LEXINGTON	KY	40509	UNITED STATES	-
Bence, James Ryan	7169 SOLUTION CENTER				CHICAGO	IL	60677-7001	UNITED STATES	-
Beskind, Dan	ATTN FINANCE	2800 E AJO WAY			TUCSON	AZ	85713	UNITED STATES	-
Brooks, Martin	13900 ROLLING SPRING PL				LOUISVILLE	KY	40245	UNITED STATES	-
BYRAM, MARK M.D.	1420 BEDDINGTON PARK				NASHVILLE	TN	37215	UNITED STATES	-
CLEMENCY, BRIAN M.D.	4600 WINDING WOODS LANE				HAMBURG	NY	14075	UNITED STATES	-
CLOTHIER, BRIAN	PO BOX 5039				SALEM	OR	97304-5039	UNITED STATES	-
Cooney, Derek	750 E ADAMS ST				SYRACUSE	NY	13210-1834	UNITED STATES	-
DANIELS, ANTHONY W.	111 MAE CIRCLE				DICKERSON	TN	37055	UNITED STATES	-
DAVID P. THOMPSON, INC.	8379 PRESTWICK DRIVE				MENLIUS	NY	13104	UNITED STATES	-
Disney, Michael	disneymichael@hotmail.com								-
DOHERTY, DR. MELISSA M.D.	2108 LAW LANE				EUGENE	OR	97401	UNITED STATES	-
Drumwright, Bonnie	bdrumwright@businesshealthpartners.com								-
Eby, Eugene	eugeneeby@centura.org								-
Eisenhutt, Richard	PO BOX 1434								-
GEESLIN, JOHN L. M.D., PA	2761 W. OLD HIGHWAY 441				MARTINSVILLE	IN	46151-1434	UNITED STATES	-
GEIBIG, ERIK	2512 BERRINGER LANE				MOUNT DORA	FL	32757	UNITED STATES	-
Gemar, Garth	101 E STATE AVE SUITE 2				KNOXVILLE	TN	37932	UNITED STATES	-
HIEN LE, MD LLC	619 BRADDOCK COURT				PHOENIX	AZ	85020-4841	UNITED STATES	-
KAUFMANN, MICHAEL A. M.D.	ST. VINCENT HOSPITAL	EMS EDUCATION DEPARTMENT	2001 W. 86TH STREET		EDGEWOOD	KY	41017	UNITED STATES	-
Kay, Darren	PO BOX 848444				INDIANAPOLIS	IN	46260	UNITED STATES	-
Lewis, Bobby R.	BOBBY R LEWIS MD	11800 HWY 165			DALLAS	TX	75284-8448	UNITED STATES	-
Lloyd, John	ATTN Y JENKENS/ORR BLDG 6TH FL	550 PEACHTREE ST NE			CLANTON	AL	35046-0000	UNITED STATES	-
Ludlow, Clayton	clay44_99@yahoo.com				ATLANTA	GA	30308	UNITED STATES	-
PAZEVIC, JON	14620 31ST DR SE								-
PINDERSKI, CHRIS M.D.	MIDWEST EMERGENCY CONSULTANTS, LLC	3406 MARBLE HILL RD.			MILL CREEK	WA	98012	UNITED STATES	-
Pineda, Gilbert	5500 S QUEBEC ST 312A				POPLAR BLUFF	MO	63901	UNITED STATES	-
Rails, George	george.ralls@ocfl.net				GREENWOOD VILLAGE	CO	80111	UNITED STATES	-
Roman Kornilow, Jan	BALL MEMORIAL HOSPITAL INC	950 N MERIDIAN ST STE 800							-
Romans, Allan	snamore1@aol.com				INDIANAPOLIS	IN	46204	350867958	-
Ruechmann, Erik	University of Rochester School of Medicine and Dentistry	601 ELMWOOD AVE BOX 655							-
Serra, John	2926 32ND ST				ROCHESTER	NY	14642	UNITED STATES	-
Severyn, Fred	fred.severyn@uch.edu				SAN DIEGO	CA	92104	UNITED STATES	-
Smith, Michael	PATIENT FINANCIAL SERVICES	1100 REID PARKWAY							-
STACKPOOL, MICHAEL J. M.D.	381 ALBION				RICHMOND	IN	47374	UNITED STATES	-
Teuscher, Josette	PO BOX 336				DENVER	CO	80203	UNITED STATES	-
Wagner, Ethan	eewag@yahoo.com				COLDEN	NY	14033	UNITED STATES	-
White, Howard	5700 DARROW RD STE 106								-
WOODS, THADDEUS O. M.D., PC	9941 ESSEX DRIVE				HUDSON	OH	44236	UNITED STATES	-
Zeidler, Josh	7401 E LINCOLN DR				OMAHA	NE	68114	UNITED STATES	-
1-800 AMBULANCE	6538 COLLINS AVE.	277			SCOTTSDALE	AZ	85250	UNITED STATES	-
4US	401 N E STREET				MIAMI BEACH	FL	33141	UNITED STATES	-
ABOUT FACES COSMETIC SURGERY CON 54	6127 N. LA CHOLLA BLVD.	139			TACOMA	WA	98403	UNITED STATES	-
ABOUT FACES COSMETIC SURGERY CON 55	6127 N. LA CHOLLA BLVD.	139			TUCSON	AZ	85741	UNITED STATES	-
ABRAZO HEALTH CARE CON 109	8620 N. 22ND AVE	200			TUCSON	AZ	85741	UNITED STATES	-
ABRAZO HEALTH CARE CON 86	8620 N. 22ND AVE.	200			PHOENIX	AZ	85021	UNITED STATES	-
ABSOLUTE CARE OF THREE RIVERS	101 CREEKSIDE DR.				PHOENIX	AZ	85021	UNITED STATES	-
ADVANCED AIR AMBULANCE CORP.	12360 SW 132 COURT	208			PAINTED POST	NY	14870	UNITED STATES	-
ADVANCED AIR AMBULANCE CORP.	12360 SW 132 COURT	208			MIAMI	FL	33186	UNITED STATES	-
ADVANCED LASER AND SURGICENTER	4920 S ALMA SCHOOL RD	3			MIAMI	FL	33186	UNITED STATES	-
ADVENTA HOSPICE INC.	1420 DUTCH VALLEY ROAD	C			CHANDLER	AZ	85248	UNITED STATES	-
ADVENTIST HEALTH SYSTEM	188 INVERNESS DRIVE W.	500			KNOXVILLE	TN	37918	UNITED STATES	-
AEROCARE TRANSPORTATION SYSTEMS INC.	43W526 US HIGHWAY 30 HANGER #5				ENGLEWOOD	CO	80111	UNITED STATES	-
AEROMEDEVAC INC. CON 109	4420 RAINIER AVE.	200			SUGAR GROVE	IL	60554	UNITED STATES	-
AEROMEDEVAC INC. CON 54	4420 RAINIER AVE.	200			SAN DIEGO	CA	92120	UNITED STATES	-
AEROMEDEVAC INC. CON 55	4420 RAINIER AVE.	200			SAN DIEGO	CA	92120	UNITED STATES	-
AEROMEDEVAC INC. CON 86	4420 RAINIER AVE.	200			SAN DIEGO	CA	92120	UNITED STATES	-
AESTHETIC SURGERY AT HACIENDA DEL SOL, LLC CON 54	2490 E. RIVER ROAD				SAN DIEGO	CA	92120	UNITED STATES	-
AESTHETIC SURGERY AT HACIENDA DEL SOL, LLC CON 55	2490 E. RIVER ROAD				TUCSON	AZ	85718	UNITED STATES	-
AETNA HEALTH OF CALIFORNIA, INC.	2625 SHADELANDS DRIVE				TUCSON	AZ	85718	UNITED STATES	-
AFFINITY HOSPICE OF LIFE CON 109	1133 N. SCOTTSDALE RD.	270			WALNUT CREEK	CA	94598	UNITED STATES	-
AFFINITY HOSPICE OF LIFE CON 86	1133 N. SCOTTSDALE RD.	270			SCOTTSDALE	AZ	85254	UNITED STATES	-
AFFINITY HOSPICE SERVICES OF COLORADO	PO BOX 1387				SCOTTSDALE	AZ	85254	UNITED STATES	-
AGAPE HOSPICE	6041 S. SYRACUSE WAY	220			WHEAT RIDGE	CO	80034	UNITED STATES	-
AIR AMBULANCE FORUM CON 109	3815 E. MAIN ST.	C			GREENWOOD VILLAGE	CO	80111	UNITED STATES	-
AIR AMBULANCE FORUM CON 54	3815 E. MAIN ST.	C			ST CHARLES	IL	60134	UNITED STATES	-
AIR AMBULANCE FORUM CON 55	3815 E. MAIN ST.	C			ST CHARLES	IL	60134	UNITED STATES	-
AIR AMBULANCE FORUM CON 86	3815 E. MAIN ST.	C			ST CHARLES	IL	60134	UNITED STATES	-
AIR AMBULANCE NETWORK CON 86	PO BOX 5012				ST CHARLES	IL	60134	UNITED STATES	-
AIR AMBULANCE SPECIALIST CON 109	8001 SOUTH INTERPORT BLVD.	150			PALM HARBOR	FL	34684-5012	UNITED STATES	-
AIR AMBULANCE SPECIALIST CON 54	8001 SOUTH INTERPORT BLVD.	150			ENGLEWOOD	CO	80112	UNITED STATES	-
					ENGLEWOOD	CO	80112	UNITED STATES	-

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AIR AMBULANCE SPECIALIST CON 55	8001 SOUTH INTERPORT BLVD.	150			ENGLEWOOD	CO	80112	UNITED STATES	-
AIR AMBULANCE SPECIALIST CON 86	8001 SOUTH INTERPORT BLVD.	150			ENGLEWOOD	CO	80112	UNITED STATES	-
AIR AMBULANCE WORLDWIDE	35246 US HIGHWAY 19 NORTH	210			PALM HARBOR	FL	34684	UNITED STATES	-
AIR RESPONSE	7231 SOUTH PEORIA	200			ENGLEWOOD	CO	80112	UNITED STATES	-
AIR RESPONSE	PO BOX 149086				ORLANDO	FL	32814	UNITED STATES	-
AIR RESPONSE INC. CON 109	PO BOX 109				FT. PLAIN	NY	13339	UNITED STATES	-
AIR RESPONSE INC. CON 86	PO BOX 109				FT. PLAIN	NY	13339	UNITED STATES	-
AIRCARE1 INTERNATIONAL (CON 109)	PO BOX 14628				ALBUQUERQUE	NM	87191	UNITED STATES	-
AIRCARE1 INTERNATIONAL (CON 54)	PO BOX 14628				ALBUQUERQUE	NM	87191	UNITED STATES	-
AIRCARE1 INTERNATIONAL (CON 55)	PO BOX 14628				ALBUQUERQUE	NM	87191	UNITED STATES	-
AIRCARE1 INTERNATIONAL (CON 65)	PO BOX 14628				ALBUQUERQUE	NM	87191	UNITED STATES	-
AIRCARE1 INTERNATIONAL (CON 71)	PO BOX 14628				ALBUQUERQUE	NM	87191	UNITED STATES	-
AIRCARE1 INTERNATIONAL (CON 86)	PO BOX 14628				ALBUQUERQUE	NM	87191	UNITED STATES	-
ALDERCREST HEALTH & REHABILITATION	21400 72ND AVENUE WEST				EDMONDS	WA	98026	UNITED STATES	-
ALEGENT CREIGHTON HEALTH	12809 WEST DODGE ROAD				OMAHA	NE	68154	UNITED STATES	-
ALTA GARDENS CARE CENTER	13075 BLACKBIRD ST				GARDEN GROVE	CA	92843	UNITED STATES	-
ALTAMED HEALTH SERVICES CORP DBA SENIOR BUENACARE	500 CITADEL DRIVE	490			LOS ANGELES	CA	90040	UNITED STATES	-
AMBASSADOR HEALTH CARE	705 E. MAIN STREET				CENTERVILLE	IN	47330	UNITED STATES	-
AMBERWOOD COURT	4686 EAST ASBURY CIRCLE				DENVER	CO	80222	UNITED STATES	-
AMERICAN BAPTIST ESTATES DBA TERRACES	7550 N. 16TH ST.				PHOENIX	AZ	85020	UNITED STATES	-
AMERICAN CARE AIR AMBULANCE	8115 AERO DRIVE	120			SAN DIEGO	CA	92123	UNITED STATES	-
AMERICAN CARE AIR AMBULANCE	8115 AERO DRIVE	120			SAN DIEGO	CA	92123	UNITED STATES	-
AMERICAN CARE, INC. CON 86	PO BOX 420638				SAN DIEGO	CA	92142	UNITED STATES	-
AMERICAN VILLAGE	2026 E. 54TH STREET				INDIANAPOLIS	IN	46220	UNITED STATES	-
AMERICARE HOSPICE	20 CIRCLE DRIVE				FRANKLIN	IN	46131	UNITED STATES	-
ANCHORAGE FIRE AND EMS	108 URTON LANE				LOUISVILLE	KY	40243	UNITED STATES	-
ANGEL MED FLIGHT WORLDWIDE AIR AMB	8014 E MCCLAIN DR	220			SCOTTSDALE	AZ	85260	UNITED STATES	-
ANTHEM HEALTH KY DBA ANTHEM BCBS	13550 TRITON PARK BLVD				LOUISVILLE	KY	40223-4194	UNITED STATES	-
ANTHEM INSURANCE COMPANIES DBS ANTHEM BCBS	7501 EAGLE CREST BLVD.				EVANSVILLE	IN	47715	UNITED STATES	-
APACHE JUNCTION HOSPITAL LLC CON 109	2050 W. SOUTHERN AVE.				APACHE JUNCTION	AZ	85220	UNITED STATES	-
APACHE JUNCTION HOSPITAL LLC CON 86	2050 W. SOUTHERN AVE.				APACHE JUNCTION	AZ	85220	UNITED STATES	-
APOLLO HEALTHCARE, LLC	3018 MILITARY ROAD				NIAGARA FALLS	NY	14304	UNITED STATES	-
APOLLO HEALTHCARE, LLC	3018 MILITARY ROAD				NIAGARA FALLS	NY	14304	UNITED STATES	-
APPLEWOOD CARE CENTER	1800 STROH PLACE				LONGMONT	CO	80501	UNITED STATES	-
ARBOR PARK HEALTH CARE CENTER (WATERS OF EDEN)	300 GLEED AVENUE				EAST AURORA	NY	14052	UNITED STATES	-
ARCADE FIRE AND RESCUE SQUAD	PO BOX 303				ARCADE	NY	14009	UNITED STATES	-
ARCADE FIRE AND RESCUE SQUAD	PO BOX 303				ARCADE	NY	14009	UNITED STATES	-
ARCHSTONE CON 109	1980 W. PECOS				CHANDLER	AZ	85225	UNITED STATES	-
ARCHSTONE CON 86	1980 W. PECOS				CHANDLER	AZ	85225	UNITED STATES	-
ARIZONA HEART HOSP CON 109	1930 E. THOMAS ROAD				PHOENIX	AZ	85016	UNITED STATES	-
ARIZONA HEART HOSP CON 86	1930 E. THOMAS ROAD				PHOENIX	AZ	85016	UNITED STATES	-
ARIZONA HEART HOSPITAL (CON 71)	1930 E. THOMAS RD.				PHOENIX	AZ	85018	UNITED STATES	-
ARIZONA LATIN AMERICAN MED ASSOC CON 109	PO BOX 24152				TEMPE	AZ	85285	UNITED STATES	-
ARIZONA LATIN AMERICAN MED ASSOC CON 55	PO BOX 24152				TEMPE	AZ	85285	UNITED STATES	-
ARIZONA LATIN AMERICAN MED ASSOC CON 86	PO BOX 24152				TEMPE	AZ	85285	UNITED STATES	-
ARIZONA ORTHOPEDIC SURGICAL HOSPITAL CON 109	2905 WEST WARNER RD.				CHANDLER	AZ	85224	UNITED STATES	-
ARIZONA ORTHOPEDIC SURGICAL HOSPITAL CON 86	2905 WEST WARNER RD.				CHANDLER	AZ	85224	UNITED STATES	-
ARIZONA SPINE & JOINT HOSPITAL	4620 E. BASELINE RD.				MESA	AZ	85206	UNITED STATES	-
ARIZONA STATE UNIVERSITY OPERATIONS AND FACILITIES	PO BOX 872505				TEMPE	AZ	87250	UNITED STATES	-
ARMOR CORRECTIONAL HEALTH SERVICES OF NY, INC.	4960 SW 72ND AVE	400			MIAMI	FL	33155	UNITED STATES	-
ARMOR CORRECTIONAL HEALTH SERVICES OF NY, INC.	4960 SW 72ND AVE	400			MIAMI	FL	33155	UNITED STATES	-
ARVADA FIRE PROTECTION DISTRICT	7903 ALLISON WAY				ARVADA	CO	80005	UNITED STATES	-
ASBURY ACRES HEALTH CENTER	2648 SEVIERVILLE RD.				MARYVILLE	TN	37804	UNITED STATES	-
ATI JET CON 86	7007 BOEING DRIVE				EL PASO	TX	79925	UNITED STATES	-
ATLANTA GENERAL & BARIATRIC SURGERY CENTER	6300 HOSPITAL PARKWAY	150			JOHNS CREEK	GA	30097	UNITED STATES	-
ATLANTA MED CTR - TENET HEALTHSYSTEM GB, INC.	303 PARKWAY DRIVE				ATLANTA	GA	30312	UNITED STATES	-
ATLANTA TECHNICAL COLLEGE	1560 METROPOLITAN PARKWAY, SW				ATLANTA	GA	30310	UNITED STATES	-
AURORA BEHAVIORAL HEALTH CON 109	6015 W. PEORIA				GLENDALE	AZ	85302	UNITED STATES	-
AURORA BEHAVIORAL HEALTH CON 86	6015 W. PEORIA				GLENDALE	AZ	85302	UNITED STATES	-
AURORA PARK HEALTH CARE CENTER	300 GLEED AVENUE				EAST AURORA	NY	14052	UNITED STATES	-
AVISTA ADVENTIST HOSPITAL	2425 S. COLORADO BLVD.				DENVER	CO	80222	UNITED STATES	-
AVONDALE-MUTUAL AID	525 NORTH CENTRAL AVE				AVONDALE	AZ	85323	UNITED STATES	-
AVRA VALLEY FD CON 54	15790 W SILVERBELL RD				MARANA	AZ	85653	UNITED STATES	-
AZ DHS CON - AIR AMBULANCE SPECIALISTS	8001 S. INTERPORT BLVD	150			ENGLEWOOD	CO	80112	UNITED STATES	-
AZ ORTHOPEDIC SURGICAL HOSPITAL	2905 W. WARNER ROAD				CHANDLER	AZ	85224	UNITED STATES	-
AZ SPINE AND JOINT HOSPITAL LLC CON 109	4620 E. BASELINE RD.				MESA	AZ	85206	UNITED STATES	-
AZ SPINE AND JOINT HOSPITAL LLC CON 86	4620 E. BASELINE RD.				MESA	AZ	85206	UNITED STATES	-
AZORE LLC CON 109	14002 W. MEEKER BLVD.				SUN CITY WEST	AZ	85375	UNITED STATES	-
AZORE LLC CON 86	14002 W. MEEKER BLVD.				SUN CITY WEST	AZ	85375	UNITED STATES	-
AZURA OF LAKEWOOD	7395 W. EASTMAN PLACE				LAKEWOOD	CO	80227	UNITED STATES	-
BANNER DEL E. WEBB MEDICAL CENTER	14502 W. MEEKER BLVD				SUN CITY	AZ	85375	UNITED STATES	-
BANNER ESTRELLA MED CENTER	9201 W THOMAS ROAD				PHOENIX	AZ	85037	UNITED STATES	-
BANNER HEALTH CON 109	1441 NORTH 12TH STREET				PHOENIX	AZ	85006	UNITED STATES	-
BANNER HEALTH CON 86	1441 NORTH 12TH STREET				PHOENIX	AZ	85006	UNITED STATES	-
BANNER IRONWOOD MEDICAL CENTER	37000 N. GANTZEL ROAD				SAN TAN VALLEY	AZ	85140	UNITED STATES	-

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Contract Counterparty	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country	Cure Amount
BAPTIST HEALTH/OLDHAM COUNTY EMS	PO BOX 444				BUCKNER	KY	40010	UNITED STATES	-
BAPTIST MEMORIAL HOSPITAL (INCLUDES METROPOLITAN BAPTIST	6019 WALNUT GROVE RD.				MEMPHIS	TN	38120	UNITED STATES	-
BAPTIST MEMORIAL HOSPITAL-TIPTON	3995 HIGHWAY 51 SOUTH				COVINGTON	TN	38019	UNITED STATES	-
BARGERSVILLE FIRE DEPARTMENT	89 S. BALDWIN ST.				BARGERSVILLE	IN	46106	UNITED STATES	-
BARIX CLINICS OF ARIZONA, LLC CON 109	17500 N. PERIMETER DR.				SCOTTSDALE	AZ	85255	UNITED STATES	-
BARIX CLINICS OF ARIZONA, LLC CON 86	17500 N. PERIMETER DR.				SCOTTSDALE	AZ	85255	UNITED STATES	-
BASHFORD EAST HEALTH CENTER	3535 BOUDSTOWN RD.				LOUISVILLE	KY	40218	UNITED STATES	-
BATAVIA VETERANS AFFAIRS-FEDERAL	3495 BAILEY AVE.				BUFFALO	NY	14215	UNITED STATES	-
BEATITUDES CAMPUS CON 109	1616 WEST GLENDALE				PHOENIX	AZ	85021	UNITED STATES	-
BEATITUDES CAMPUS CON 86	1616 WEST GLENDALE				PHOENIX	AZ	85021	UNITED STATES	-
BELL HELICOPTER TEXTRON INC.	600 E. HURST BLVD.				HURST	TX	76053	UNITED STATES	-
BELLEVUE MEDICAL CENTER	2500 BELLEVUE MEDICAL CENTER DR.				BELLEVUE	NE	68123	UNITED STATES	-
BERTRAND CHAFFEE HOSPITAL	224 EAST MAIN STREET				SPRINGVILLE	NY	14141	UNITED STATES	-
BERTRAND CHAFFEE HOSPITAL	224 EAST MAIN STREET				SPRINGVILLE	NY	14141	UNITED STATES	-
BEST MEDICAL GROUP CON 109	325 E. BASELINE RD.				PHOENIX	AZ	85042	UNITED STATES	-
BEST MEDICAL GROUP CON 86	325 E. BASELINE RD.				PHOENIX	AZ	85042	UNITED STATES	-
BETH NEHAMAH HOSPICE D/B/A SHALOM HOSPICE	14800 EAST BELLEVIEW DRIVE				AURORA	CO	80015	UNITED STATES	-
BETHANY HEALTH AND REHABILITATION	421 OCALA DRIVE				NASHVILLE	TN	37211	UNITED STATES	-
BILTMORE SURGICAL & RECOVERY CARE	2222 E. HIGHLAND SUITE 100				PHOENIX	AZ	85016	UNITED STATES	-
BISMARCK MUNICIPAL AIRPORT	PO BOX 99 L				BISMARCK	ND	58502	UNITED STATES	-
BLACK RIVER COLISEUM	301 SOUTH FIFTH STREET				POPLAR BLUFF	MO	63901	UNITED STATES	-
BLOSSOM VIEW NURSING HOME	6884 MAPLE AVE.				SODUS	NY	14551	UNITED STATES	-
BLOUNT COUNTY	365 COURT STREET				MARYVILLE	TN	37804	UNITED STATES	-
BLUE CROSS & BLUE SHIELD OF WESTERN NY	1901 MAIN STREET				BUFFALO	NY	14208	UNITED STATES	-
BLUE CROSS & BLUE SHIELD OF WESTERN NY	1901 MAIN STREET				BUFFALO	NY	14208	UNITED STATES	-
BLUE CROSS AND BLUE SHIELD OF AZ, INC. (CON 65)	8220 N 23RD AVE				PHOENIX	AZ	85021	UNITED STATES	-
BLUE CROSS AND BLUE SHIELD OF AZ, INC. (CON 85)	8220 N 23RD AVE				PHOENIX	AZ	85021	UNITED STATES	-
BLUE CROSS AND BLUE SHIELD OF AZ, INC. (CON 86)	8220 N 23RD AVE	2			PHOENIX	AZ	85021	UNITED STATES	-
BLUE CROSS AND BLUE SHIELD OF NEBRASKA	PO BOX 3248				OMAHA	NE	68180	UNITED STATES	-
BLUE CROSS BLUE SHIELD OF ARIZONA, INC. (CON 109)	8220 N 23RD AVE	2			PHOENIX	AZ	85021	UNITED STATES	-
BLUE CROSS BLUE SHIELD OF ARIZONA, INC. (CON 55)	8220 N 23RD AVE				PHOENIX	AZ	85021	UNITED STATES	-
BLUEGRASS CARE & REHAB CENTER	3576 PIMLICO PKWY				LEXINGTON	KY	40517	UNITED STATES	-
BOULDER MANOR	4685 BASELINE ROAD				BOULDER	CO	80303	UNITED STATES	-
BRAKEBILL NURSING HOME	5837 LYONS VIEW PIKE				KNOXVILLE	TN	37919	UNITED STATES	-
BRANDMAN CENTERS FOR SENIOR CARE	7150 TAMPA AVENUE				RESEDA	CA	91335	UNITED STATES	-
BRIGHTON GARDENS CON 109	6003 E THOMAS RD.				SCOTTSDALE	AZ	85251	UNITED STATES	-
BRIGHTON GARDENS CON 86	6003 E THOMAS RD.				SCOTTSDALE	AZ	85251	UNITED STATES	-
BROOMFIELD SKILLED NURSING & REHAB CENTER	12975 SHERIDAN BLVD.				BROOMFIELD	CO	80020	UNITED STATES	-
BROTHERS OF MERCY NURSING AND REHAB CENTER	10570 BERGTOLD RD.				CLARENCE	NY	14031	UNITED STATES	-
BROTHERS OF MERCY NURSING AND REHAB CENTER	10570 BERGTOLD RD.				CLARENCE	NY	14031	UNITED STATES	-
BUCKLEY AIR FORCE BASE-FEDERAL	510 S. ASPEN ST.	BLDG 1030 ROOM 120			BUCKELY AFB	CO	80011	UNITED STATES	-
BUFFALO AMBULATORY SURGERY CENTER	3095 HARLEM ROAD				CHEEKTOWAGA	NY	14225	UNITED STATES	-
BUFFALO AMBULATORY SURGERY CENTER	3095 HARLEM ROAD				CHEEKTOWAGA	NY	14225	UNITED STATES	-
BUFFALO BILLS, INC.	ONE BILLS DR.				ORCHARD PARK	NY	14127	UNITED STATES	-
BUFFALO BILLS, INC.	ONE BILLS DR.				ORCHARD PARK	NY	14127	UNITED STATES	-
BUFFALO NIAGARA CONVENTION CENTER	CONVENTION CENTER PLAZA				BUFFALO	NY	14202	UNITED STATES	-
BUFFALO NIAGARA CONVENTION CENTER	CONVENTION CENTER PLAZA				BUFFALO	NY	14202	UNITED STATES	-
BUFFALO PLACE INC.	671 MAIN ST.				BUFFALO	NY	14203	UNITED STATES	-
BUFFALO PLACE INC.	671 MAIN ST.				BUFFALO	NY	14203	UNITED STATES	-
BUFFALO VETERANS AFFAIRS-FEDERAL	3495 BAILEY AVE.				BUFFALO	NY	14215	UNITED STATES	-
CAMBRIDGE PLACE GROUP, LLC	2020 CAMBRIDGE DR.				LEXINGTON	KY	40504	UNITED STATES	-
CAPRI CARE CENTER CON 109	1501 EAST ORANGEWOOD AVE.				PHOENIX	AZ	85020	UNITED STATES	-
CAPRI CARE CENTER CON 86	1501 EAST ORANGEWOOD AVE.				PHOENIX	AZ	85020	UNITED STATES	-
CARDIOVASCULAR ASSOCIATES	6420 DUTCHMANS LANE				LOUISVILLE	KY	40205	UNITED STATES	-
CARE PLUS HOSPICE	22931 TRITON WAY	131			LAGUNA HILLS	CA	92653	UNITED STATES	-
CARONDELET HEALTH NETWORK (CON 54)	1601 WEST ST. MARY'S ROAD				TUCSON	AZ	85745	UNITED STATES	-
CARONDELET HEALTH NETWORK (CON 55)	1601 WEST ST. MARY'S ROAD				TUCSON	AZ	85745	UNITED STATES	-
CASA DE LA LUZ HOSPICE CON 54	400 WEST MAGEE RD.				TUCSON	AZ	85704	UNITED STATES	-
CASA DE LA LUZ HOSPICE CON 55	400 WEST MAGEE RD.				TUCSON	AZ	85704	UNITED STATES	-
CASCADE VALLEY HOSPITAL	330 S. STILLAGUARMISH				ARLINGTON	WA	98223	UNITED STATES	-
CASS COUNTY	200 COURT PARK				LOGANSPORT	IN	46947	UNITED STATES	-
CASTLE ROCK CARE CENTER	4001 HOME STREET				CASTLE ROCK	CO	80108	UNITED STATES	-
CATALINA SURGERY CENTER, LLC CON 54	7508 N. LA CHOLLA BLVD.				TUCSON	AZ	85741	UNITED STATES	-
CATALINA SURGERY CENTER, LLC CON 55	7508 N. LA CHOLLA BLVD.				TUCSON	AZ	85741	UNITED STATES	-
CATHOLIC HEALTH ALL-INCLUSIVE ELDERLY CARE	55 MELROY AVE.				LACKAWANNA	NY	14218	UNITED STATES	-
CATHOLIC HEALTH ALL-INCLUSIVE ELDERLY CARE	55 MELROY AVE.				LACKAWANNA	NY	14218	UNITED STATES	-
CENTER AT LINCOLN, LLC	12230 LIONESS WAY				PARKER	CO	80134	UNITED STATES	-
CENTRAL OREGON COMMUNITY COLLEGE (COCC)	2600 NORTHWEST COLLEGE WAY				BEND	OR	97701	UNITED STATES	-
CENTRAL PARK LODGES-LONG TERM CARE	400 29TH STREET N.E.				PUYALLUP	WA	98372	UNITED STATES	-
CHAFFEE SARDINIA FIRE COMPANY	PO BOX 203				CHAFFEE	NY	14030	UNITED STATES	-
CHAPMAN MEDICAL CENTER	2601 E. CHAPMAN AVE.				ORANGE	CA	92869	UNITED STATES	-
CHERRY CREEK NURSING (NEXION)	14699 E. HAMPDEN AVE.				AURORA	CO	80014	UNITED STATES	-
CHESTERFIELD/UNION TOWNSHIP	PO BOX 279				CHESTERFIELD	IN	46017	UNITED STATES	-
CHILDREN'S CLINIC FOR REHAB SERVICES CON 54	2600 N. WYATT DRIVE				TUCSON	AZ	85712	UNITED STATES	-
CHILDREN'S CLINIC FOR REHAB SERVICES CON 55	2600 N. WYATT DRIVE				TUCSON	AZ	85712	UNITED STATES	-

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Contract Counterparty	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country	Cure Amount
CHILDREN'S WEST SURGERY CENTER	1020 CHILDREN'S WAY				KNOXVILLE	TN	37922	UNITED STATES	-
CHILDREN'S HOSPITAL COLORADO	13123 EAST 16TH AVE.				AURORA	CO	80045	UNITED STATES	-
CHRISTIAN HEALTH CENTER	920 SOUTH 4TH ST.				LOUISVILLE	KY	40203	UNITED STATES	-
CHRISTOPHER EAST HEALTHCARE CENTER	4200 BROWNS LANE				LOUISVILLE	KY	40220	UNITED STATES	-
CIGNA COMMUNITY CHOICE-AHCCCS (CON 109)	11001 N. BLACK CANYON HWY	400			PHOENIX	AZ	85029	UNITED STATES	-
CIGNA COMMUNITY CHOICE-AHCCCS (CON 86)	11001 N. BLACK CANYON HWY	400			PHOENIX	AZ	85029	UNITED STATES	-
CIGNA HEALTHPLAN OF ARIZONA, INC.	11001 N. BLACK CANYON	400			PHOENIX	AZ	85029	UNITED STATES	-
CITADEL CARE CENTER CON 109	5121 EAST BROADWAY RD.				MESA	AZ	85206	UNITED STATES	-
CITADEL CARE CENTER CON 86	5121 EAST BROADWAY RD.				MESA	AZ	85206	UNITED STATES	-
CITGO PETROLEUM CORP.	4401 LA. HWY. 108				WESTLAKE	LA	70665	UNITED STATES	-
CITIZENS CHOICE HEALTH PLAN	17315 STUDEBAKER RD.	200			CERRITOS	CA	90703	UNITED STATES	-
CITIZENS CHOICE HEALTH PLAN	17315 STUDEBAKER RD.	200			CERRITOS	CA	90703	UNITED STATES	-
CITY OF CORNING	4 NASSER CIVIC CENTER PLAZA				CORNING	NY	14830	UNITED STATES	-
CITY OF EDGEWATER	2401 SHERIDAN BOULEVARD				EDGEWATER	CO	80214	UNITED STATES	-
CITY OF GREENWOOD	TWO NORTH MADISON AVENUE				GREENWOOD	IN	46142	UNITED STATES	-
CITY OF MARTINSVILLE	59 S JEFFERSON				MARTINSVILLE	IN	46151	UNITED STATES	-
CITY OF NEW ALBANY	311 HAUSS SQUARE, RM. 316				NEW ALBANY	IN	47150	UNITED STATES	-
CITY OF SANDY SPRINGS	7840 ROSWELL ROAD	BUILDING 500			SANDY SPRINGS	GA	30350	UNITED STATES	-
CITY OF SIOUX FALLS, SOUTH DAKOTA	224 WEST NINTH STREET	PO BOX 7402			SIOUX FALLS	SD	57117-7402	UNITED STATES	-
CITY OF SPRINGFIELD	225 FIFTH STREET				SPRINGFIELD	OR	97477	UNITED STATES	-
CITY OF SURPRISE	14250 W. STATLER PLAZA	101			SURPRISE	AZ	85374	UNITED STATES	-
CITY OF TACOMA	3628 SOUTH 35TH ST.				TACOMA	WA	98409	UNITED STATES	-
CITY OF TOLLESON	9555 WEST VAN BUREN STREET				TOLLESON	AZ	85353	UNITED STATES	-
CITY OF VERNON	4305 S. SANTA FE AVENUE				VERNON	CA	90058	UNITED STATES	-
CLAIBORNE HUGHES HEALTH CENTER	200 STRAHL STREET				FRANKLIN	TN	37064	UNITED STATES	-
CLASSIC AIR CARE INC. DBA CLASSIC LIFEGUARD	PO BOX 7200				PAGE	AZ	86040	UNITED STATES	-
CLASSIC RESIDENCE MANAGEMENT LTD.	7501 N. THOMPSON PEAK PKWY				SCOTTSDALE	AZ	85255	UNITED STATES	-
CLEAR CREEK CARE CENTER	7481 KNOX PLACE				WESTMINISTER	CO	80030	UNITED STATES	-
COASTAL PLASTIC SURGEONS	12264 EL CAMINO REAL	101			SAN DIEGO	CA	92130	UNITED STATES	-
COLONIAL HILLS CARE CENTER	2034 COCHRAN ROAD				MARYVILLE	TN	37804	UNITED STATES	-
COLORADO HOSPICE LLC	1235 WEST 124TH AVE.	104			WESTMINISTER	CO	80234	UNITED STATES	-
COLUMBUS REGIONAL AIRPORT AUTHORITY	4600 INTERNATIONAL GATEWAY				COLUMBUS	OH	43219-1779	UNITED STATES	-
COMFORT CARE HOSPICE	3633 LONG BEACH BLVD.	103			LONG BEACH	CA	90807	UNITED STATES	-
COMFORT HOME HOSPICE CARE, INC.	12900 GARDEN GROVE BLVD.	227			GARDEN GROVE	CA	92843	UNITED STATES	-
COMMUNITY ELDERCARE OF SD DBA ST. PAUL'S PACE	111 ELM STREET				SAN DIEGO	CA	92101	UNITED STATES	-
COMMUNITY EXTENDED CARE CTR	613 EAST LEE STREET				SARDIS	MS	38666	UNITED STATES	-
COMMUNITY INS CO DBA ANTHEM BCBS	8333 ROCKSIDE ROAD	200			CLEVELAND	OH	44125	UNITED STATES	-
COMPETITOR GROUP, INC. (ROCK & ROLL MARATHON)	9477 WAPLES STREET	150			SAN DIEGO	CA	92121	UNITED STATES	-
COMPLETE SENIOR CARE INC.	1302 MAIN STREET				NIAGARA FALLS	NY	14301	UNITED STATES	-
COMPLETE SENIOR CARE INC.	1302 MAIN STREET				NIAGARA FALLS	NY	14301	UNITED STATES	-
COORSTEK	16000 TABLE MOUNTAIN PARKWAY				GOLDEN	CO	80403	UNITED STATES	-
CORNERSTONE HOSP OF SOUTHEAST AZ CON 54	7220 EAST ROSEWOOD ST.				TUCSON	AZ	85710	UNITED STATES	-
CORNERSTONE HOSP OF SOUTHEAST AZ CON 55	7220 EAST ROSEWOOD ST.				TUCSON	AZ	85710	UNITED STATES	-
CORONADO CARE CENTER CON 109	11411 N. 19TH AVE.				PHOENIX	AZ	85029	UNITED STATES	-
CORRECT CARE SOLUTIONS LLC	PO BOX 388				HENDERSONVILLE	TN	37077	UNITED STATES	-
CORRECTIONAL MEDICAL CARE, INC.	653 SKIPPACK PIKE	118			BLUE BELL	PA	19422	UNITED STATES	-
COVENANT HEALTHCARE NETWORK	3839 N. 3RD ST.	201			PHOENIX	AZ	85012	UNITED STATES	-
COVENANT HOME HEALTH AND HOSPICE	280 FORT SANDERS WEST BLVD	218			KNOXVILLE	TN	37922	UNITED STATES	-
COVENANT HOMECARE HOSPICE	3001 LAKE BROOK BLVD.	101			KNOXVILLE	TN	37909	UNITED STATES	-
CREST MANOR LIVING & REHAB CENTER	6745 PITTSFORD-PALMYRA ROAD				FAIRPORT	NY	14450	UNITED STATES	-
CROWN CREST OF PARKER	9398 CROWN CREST BLVD.				PARKER	CO	80138	UNITED STATES	-
CRYSTAL COVE SKILLED NURSING	1445 SUPERIOR AVE				COSTA MESA	CA	92663	UNITED STATES	-
CSU ON BEHALF OF CSULB	1250 BELLFLOWER BLVD., BH-346				LONG BEACH	CA	90840-0123	UNITED STATES	-
CUMBERLAND HEIGHTS	PO BOX 90727				NASHVILLE	TN	37209	UNITED STATES	-
DAISY MOUNTAIN FIRE DISTRICT	43814 N. NEW RIVER RD				NEW RIVER	AZ	85087	UNITED STATES	-
DELAWARE NURSING & REHAB CENTER	1014 DELAWARE AVE.				BUFFALO	NY	14209	UNITED STATES	-
DELAWARE NURSING & REHAB CENTER	1014 DELAWARE AVE.				BUFFALO	NY	14209	UNITED STATES	-
DENVER HEALTH & HOSPITAL AUTHORITY	660 BANNOCK STREET	FIFTH FLOOR			DENVER	CO	80204	UNITED STATES	-
DENVER HOSPICE	501 SOUTH CHERRY STREET	700			DENVER	CO	80246	UNITED STATES	-
DEPARTMENT OF VETERAN AFFAIRS	650 E. INDIAN SCHOOL RD.				PHOENIX	AZ	85012	UNITED STATES	-
DEPAUL-MCKINLEY SQUARE	2704 MAIN ST.				BUFFALO	NY	14214	UNITED STATES	-
DEPAUL-MCKINLEY SQUARE	2704 MAIN ST.				BUFFALO	NY	14214	UNITED STATES	-
DESERT ENDOSCOPY CON 109	610 EAST BASLINE RD.				TEMPE	AZ	85283	UNITED STATES	-
DESERT ENDOSCOPY CON 86	610 EAST BASLINE RD.				TEMPE	AZ	85283	UNITED STATES	-
DESERT LIFE REHABILITATION & CARE CENTER CON 54	1919 W. MEDICAL ST.				TUCSON	AZ	85704	UNITED STATES	-
DESERT LIFE REHABILITATION & CARE CENTER CON 55	1919 W. MEDICAL ST.				TUCSON	AZ	85704	UNITED STATES	-
DEVEREUX FOUNDATION CON 109	1100 N. SCOTTSDALE RD.	260			SCOTTSDALE	AZ	85254	UNITED STATES	-
DEVEREUX FOUNDATION CON 86	1100 N. SCOTTSDALE RD.	260			SCOTTSDALE	AZ	85254	UNITED STATES	-
DIGNITY HEALTH FKA CHW EAST VALLEY INTER. CON 109	475 S. DOBSON RD.				CHANDLER	AZ	85224	UNITED STATES	-
DIGNITY HEALTH FKA CHW EAST VALLEY INTERFAC CON 86	475 S. DOBSON RD.				CHANDLER	AZ	85224	UNITED STATES	-
DONOR NETWORK OF ARIZONA CON 109	201 WEST COOLIDGE ST.				PHOENIX	AZ	85013	UNITED STATES	-
DONOR NETWORK OF ARIZONA CON 54	201 WEST COOLIDGE ST.				PHOENIX	AZ	85013	UNITED STATES	-
DONOR NETWORK OF ARIZONA CON 55	201 WEST COOLIDGE ST.				PHOENIX	AZ	85013	UNITED STATES	-
EAGLEMED LLC	6601 W. PUEBLO DR				WICHITA	KS	67209	UNITED STATES	-
EAGLEMED LLC	6601 W. PUEBLO DR				WICHITA	KS	67209	UNITED STATES	-

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EAST VALLEY HOSPICE, PLC CON 109	1820 E. RAY ROAD				CHANDLER	AZ	85225	UNITED STATES	-
EAST VALLEY HOSPICE, PLC CON 86	1820 E. RAY ROAD				CHANDLER	AZ	85225	UNITED STATES	-
EASTERN NIAGARA HOSPITAL	2600 WILLIAM STREET				NEWFANE	NY	14108	UNITED STATES	-
EASTERN NIAGARA HOSPITAL	2600 WILLIAM STREET				NEWFANE	NY	14108	UNITED STATES	-
EASY CHOICE HEALTH PLAN	20411 SW BIRCH STREET	200			NEWPORT BEACH	CA	92660	UNITED STATES	-
ELMS HAVEN CARE CENTER	12080 BELLAIRE WAY				THORNTON	CO	80241	UNITED STATES	-
EMERGENCY TRAINING SERVICES (ETS)	3050 PAUL SWEET ROAD				SANTA CRUZ	CA	95065	UNITED STATES	-
EMORY JOHNS CREEK HOSPITAL	6325 HOSPITAL PKWY				JOHNS CREEK	GA	30097	UNITED STATES	-
ENCANTO PALMS ASSISTED LIVING CON 109	3901 W. ENCANTO BLVD.				PHOENIX	AZ	85009	UNITED STATES	-
ERIE COUNTY AGRICULTURAL SOCIETY	5600 MCKINLEY PARKWAY				HAMBURG	NY	14075	UNITED STATES	-
ERIE COUNTY AGRICULTURAL SOCIETY	5600 MCKINLEY PARKWAY				HAMBURG	NY	14075	UNITED STATES	-
ERIE COUNTY MEDICAL CENTER	462 GRIDER STREET				BUFFALO	NY	14215	UNITED STATES	-
ETOWAH HEALTH CARE CENTER	409 GRADY ROAD	PO BOX 957			ETOWAH	TN	37331	UNITED STATES	-
EVERCARE HOSPICE	6300 OLSON MEMORIAL HWY				GOLDEN VALLEY	MN	55427	UNITED STATES	-
EVERCARE HOSPICE CON 54	17 W. WETMORE	#10			TUCSON	AZ	85705	UNITED STATES	-
EVERCARE HOSPICE CON 55	17 W. WETMORE	#10			TUCSON	AZ	85705	UNITED STATES	-
EVERETT TRANSITIONAL CARE SERVICES	916 PACIFIC AVENUE				EVERETT	WA	98201	UNITED STATES	-
EVERGREEN TACOMA HEALTH & REHAB	6220 S. ALASKA ST.				TACOMA	WA	98408	UNITED STATES	-
EXCELLUS HEALTH PLAN	165 COURT ST.				ROCHESTER	NY	14647	UNITED STATES	-
EXODUS RECOVERY, INC.	9808 VENICE BLVD	700			CULVER CITY	CA	90232	UNITED STATES	-
EYE SURGERY CENTER OF EAST TENNESSEE	1124 WEISGARBER RD.	110			KNOXVILLE	TN	37909	UNITED STATES	-
FAIRFAX HOSPITAL	10200 NE 132ND ST.				KIRKLAND	WA	98034	UNITED STATES	-
FAIRMOUNT FIRE PROTECTION DISTRICT	4755 ISABELL STREET				GOLDEN	CO	80403	UNITED STATES	-
FARRAGUT HEALTH CARE	12823 KINGSTON PIKE				KNOXVILLE	TN	37922	UNITED STATES	-
FEDERAL AIR AMBULANCE CON 109	515 SOUTH LINDBERGH BLVD.				ST. LOUIS	MO	63131	UNITED STATES	-
FEDERAL EXPRESS CORPORATION	PO BOX 727	COMAT 2901			MEMPHIS	TN	38194-2901	UNITED STATES	-
FIDDLERS GREEN MANOR NURSING HOME	168 MAIN STREET				SPRINGVILLE	NY	14141	UNITED STATES	-
FIRST TRANSIT, INC.	13111 EAST BRIARWOOD AVE.	260			CENTENNIAL	CO	80112	UNITED STATES	-
FLORIDA HEART GROUP	1613 NORTH MILLS AVE.				ORLANDO	FL	32803	UNITED STATES	-
FOREST CREEK VILLAGE	525 E. THOMPSON RD.				INDIANAPOLIS	IN	46227	UNITED STATES	-
FORT SANDERS PARKWEST MEDICAL CENTER	9352 PARKWEST BLVD.				KNOXVILLE	TN	37923	UNITED STATES	-
FORTIS COLLEGE	555 N 18TH ST	110			PHOENIX	AZ	85006	UNITED STATES	-
FORUM AT DESERT HARBOR CON 109	13840 N. DESERT HARBOR DR.				PEORIA	AZ	85381	UNITED STATES	-
FORUM AT DESERT HARBOR CON 86	13840 N. DESERT HARBOR DR.				PEORIA	AZ	85381	UNITED STATES	-
FOUNTAIN VALLEY REG HOSP	17100 EUCLID STREET				FOUNTAIN VALLEY	CA	92708	UNITED STATES	-
FOUNTAIN VIEW VILLAGE	16455 E. AVENUE OF THE FOUNTAIN				FOUNTAIN HILLS	AZ	85268	UNITED STATES	-
FOUR COURTS AT CHEROKEE PARK	2100 MILLVALE RD.				LOUISVILLE	KY	40205	UNITED STATES	-
FOX FLIGHT PATIENT LINK PINNACLE AIR CHARTER	3062 LAKESHORE BLVD.				TORONTO	ON	M8V 4C9	CANADA	-
FRANKLIN MEADOWS	1285 W. JEFFERSON ST.				FRANKLIN	IN	46131	UNITED STATES	-
FRASIER JEFFERSON CENTER FOR MENTAL HEALTH	4851 INDEPENDENCE ST.				WHEAT RIDGE	CO	80033	UNITED STATES	-
FRASIER MEADOWS MANOR, INC.	350 PONCA PLACE				BOULDER	CO	80303	UNITED STATES	-
FRIENDSHIP VILLAGE TEMPE	2645 E. SOUTHERN AVE.				TEMPE	AZ	85282	UNITED STATES	-
FRONT RANGE HOSPICE	PO BOX 724				ERIE	CO	80516	UNITED STATES	-
FT SANDERS OUTPATIENT SURGERY CENTER	FORT SANDERS WEST BLVD.				KNOXVILLE	TN	37922	UNITED STATES	-
FT. SANDERS REGIONAL MEDICAL CENTER	1901 CLINCH AVE.				KNOXVILLE	TN	37916	UNITED STATES	-
GADSDEN REGIONAL HOSPICE	82 INDUSTRIAL BOULEVARD SOUTHEAST				ATTALLA	AL	35954	UNITED STATES	-
GERINET PALLIATIVE DBA HEALTH ESSENTIALS CON 54	333 N. WILMOT ROAD	340			TUCSON	AZ	85711	UNITED STATES	-
GERINET PALLIATIVE DBA HEALTH ESSENTIALS CON 55	333 N. WILMOT ROAD	340			TUCSON	AZ	85711	UNITED STATES	-
GGNSC LOUISVILLE CAMELOT	1101 LYNDON LANE				LOUISVILLE	KY	40222	UNITED STATES	-
GGNSC LOUISVILLE HILLCREEK	3116 BRECKENRIDGE LANE				LOUISVILLE	KY	40220	UNITED STATES	-
GGNSC LOUISVILLE MT. HOLLY	446 MT. HOLLY AVENUE				LOUISVILLE	KY	40206	UNITED STATES	-
GGNSC SOUTHAVEN LLC	1730 DORCHESTER DR.				SOUTHAVEN	MS	38671	UNITED STATES	-
GILA RIVER HEALTH CARE CORPORATION (GRHCC)	483 W. SEED FARM ROAD				SACATON	AZ	85147	UNITED STATES	-
GILBERT MUTUAL AID	85 E. CIVIC CENTER DR				GILBERT	AZ	85296	UNITED STATES	-
GLENCROFT CON 109	8641 NORTH 67TH AVE				GLENDALE	AZ	85302	UNITED STATES	-
GLENCROFT CON 86	8641 NORTH 67TH AVE				GLENDALE	AZ	85302	UNITED STATES	-
GLENDALE CARE CENTER CON 109	4704 W. DIANA AVE.				GLENDALE	AZ	85302	UNITED STATES	-
GLENDALE MUTUAL AID	6835 N 57TH DR				GLENDALE	AZ	85301	UNITED STATES	-
GLENN RIDGE HEALTH CAMPUS	6415 CALM RIVER WAY				LOUISVILLE	KY	40299	UNITED STATES	-
GOLDEN LIVING CENTER, RICHMOND	1042 OAK DRIVE				RICHMOND	IN	47374	UNITED STATES	-
GOLDER RANCH FD (FIRE) ORO VALLEY	3535 EAST HAWSER STREET				TUCSON	AZ	85739	UNITED STATES	-
GOLDER RANCH FIRE DISTRICT (AMBULANCE) ORO VALLEY	3885 EAST GOLDER RANCH DRIVE				TUCSON	AZ	85739	UNITED STATES	-
GOOD SAMARITAN HOSPITAL	1225 WILSHIRE BLVD.				LOS ANGELES	CA	90017	UNITED STATES	-
GRACE BEHAVIORAL HEALTH CON 86	2336 EAST MAGNOLIA ST.				PHOENIX	AZ	85034	UNITED STATES	-
GRACE HEALTHCARE OF FRANKLIN	1287 WEST MAIN STREET				FRANKLIN	TN	37064	UNITED STATES	-
GRACE HEALTHCARE OF WHITES CREEK	3425 LONIGHT DR.				WHITES CREEK	TN	37189	UNITED STATES	-
GRADY EMS	80 JESSE HILL JR. DR., SE				ATLANTA	GA	30303	UNITED STATES	-
GRANDVIEW HEALTH & REHAB	1959 E. COLUMBUS ST.				MARTINSVILLE	IN	46151	UNITED STATES	-
GREATER LAKES RECOVERY CENTER	14016 SO A ST.				PARKLAND	WA	98444	UNITED STATES	-
GREEN TOWNSHIP FIRE DEPT.	6475 MAPLE GROVE RD.				MARTINSVILLE	IN	46151	UNITED STATES	-
GREEN VALLEY CARE CENTER	3118 GREEN VALLEY ROAD				NEW ALBANY	IN	47150	UNITED STATES	-
GREENHILLS HEALTH AND REHABILITATION CENTER	3939 HILLSBORO CIRCLE				NASHVILLE	TN	37215	UNITED STATES	-
GROUP HEALTH COOPERATIVE	PO BOX 34262				SEATTLE	WA	98124	UNITED STATES	-
GUARDIAN CARE CONVALESCENT CENTER	2500 W. CHURCH STREET				ORLANDO	FL	32805	UNITED STATES	-
HACIENDA HEALTHCARE	1402 E. SOUTH MOUNTAIN AVE.				PHOENIX	AZ	85042	UNITED STATES	-

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HAMPDEN SURGERY CENTER	4380 SYRACUSE STREET	120			DENVER	CO	80237	UNITED STATES	-
HANDMAKER JEWISH SERVICES FOR THE AGING CON 54	PO BOX 13090				TUCSON	AZ	85732-3090	UNITED STATES	-
HANDMAKER JEWISH SERVICES FOR THE AGING CON 55	PO BOX 13090				TUCSON	AZ	85732-3090	UNITED STATES	-
HARMONY HOSPICE	3050 N. CIVIC CENTER PLAZA	19			SCOTTSDALE	AZ	85251	UNITED STATES	-
HCA-HEALTHONE LLC	4900 S. MONACO STREET	380			DENVER	CO	80237	UNITED STATES	-
HCA-HEALTHONE LLC D/B/A AIRLIFE	750 POTOMAC ST.	201			AURORA	CO	80113	UNITED STATES	-
HCA-HEALTHONE LLC D/B/A ROSE MEDICAL CENTER	4567 E. 9TH AVE.				DENVER	CO	80220	UNITED STATES	-
HEALTH CARE CENTER OF INDIANA	300 GLEED AVE.				EAST AURORA	NY	14052	UNITED STATES	-
HEALTH ESSENTIALS	8765 AERO DRIVE	226			SAN DIEGO	CA	92123	UNITED STATES	-
HEALTH SYSTEM OF KENTUCKY-CAMBRIDGE	2020 CAMBRIDGE DR.				LEXINGTON	KY	40504	UNITED STATES	-
HEALTHCARE PARTNERS AFFILIATES MEDICAL GROUP	19191 SOUTH VERMON AVE	2ND FLOOR			TORRANCE	CA	90502	UNITED STATES	-
HEALTHONE EMS	300 W. HAMPDEN AVE	200			ENGLEWOOD	CO	80110	UNITED STATES	-
HEALTHSOUTH CON 54	2650 NORTH WYATT DRIVE				TUCSON	AZ	85712	UNITED STATES	-
HEALTHSOUTH CON 55	2650 NORTH WYATT DRIVE				TUCSON	AZ	85712	UNITED STATES	-
HEALTHSOUTH SCOTTSDALE REHAB	9630 E. SHEA BLVD.				SCOTTSDALE	AZ	85260	UNITED STATES	-
HEALTHSOUTH SURGERY CENTER OF SCOTTSDALE	9377 E. BELL ROAD				SCOTTSDALE	AZ	85260	UNITED STATES	-
HEALTHSOUTH TUSTIN REHAB HOSP	14851 YORBA STREET				TUSTIN	CA	92780	UNITED STATES	-
HEALTHSPRING	44 VANTAGE WAY	300			NASHVILLE	TN	37228	UNITED STATES	-
HEARTHSTONE OF MESA	215 SOUTH POWER ROAD				MESA	AZ	85206	UNITED STATES	-
HEARTHSTONE OF MESA D/B/A TRILIUM EAST VALLEY	215 SOUTH POWER ROAD				MESA	AZ	85206	UNITED STATES	-
HEARTHSTONE OF MESA D/B/A TRILLIUM EAST VALLEY	215 SOUTH POWER ROAD				MESA	AZ	85206	UNITED STATES	-
HEARTHSTONE OF SUN CITY	13818 N. THUNDERBIRD BLVD				SUN CITY	AZ	85351	UNITED STATES	-
HEARTHSTONE OF SUN CITY DBA TRILLIUM WEST CON 109	13818 N. THUNDERBIRD BLVD				SUN CITY	AZ	85351	UNITED STATES	-
HEARTHSTONE OF SUN CITY DBA TRILLIUM WEST CON 86	13818 N. THUNDERBIRD BLVD				SUN CITY	AZ	85351	UNITED STATES	-
HEARTLAND CHRISTIAN SCHOOL	400 WRIGHT BLVD.				COUNCIL BLUFFS	IA	51501	UNITED STATES	-
HEISKELL VOLUNTEER FIRE DEPT.	PO BOX 60				HEISKELL	TN	37754	UNITED STATES	-
HELLSGATE FIRE DISTRICT	80 S. WALTERS LANE				STAR VALLEY	AZ	85541	UNITED STATES	-
HELMET PEAK FIRE DEPARTMENT	PO BOX 758				SAHARITA	AZ	85629	UNITED STATES	-
HENSLEY FIRE PROTECTION FIRE DISTRICT	PO BOX 346				TRAFALGAR	IN	46181	UNITED STATES	-
HERITAGE CLUB MOUNTAIN VIEW	8101 EAST MISSISSIPPI AVE.				DENVER	CO	80247	UNITED STATES	-
HERITAGE CLUB OF GREENWOOD VILLAGE	6450 S. BOSTEN				GREENWOOD VILLAGE	CO	80111	UNITED STATES	-
HERITAGE PROVIDER NETWORK (BOWERS)	8530 BALBOA BLVD.	275			NORTHRIDGE	CA	91325	UNITED STATES	-
HERITAGE PROVIDER NETWORK (PACIFIC)	8530 BALBOA BLVD.	275			NORTHRIDGE	CA	91325	UNITED STATES	-
HERO MEDICAL-SURGICARE	5115 N. CENTRAL				PHOENIX	AZ	85012	UNITED STATES	-
HICKORY CREEK HEALTH CARE FOUNDATION	580 LEMLEY ST.				FRANKLIN	IN	46131	UNITED STATES	-
HIDDEN VALLEY FIRE DISTRICT	8202 E. SNYDER				TUCSON	AZ	85750	UNITED STATES	-
HIGHLINE REHABILITATION AND CARE	6060 E. ILIFF AVENUE				DENVER	CO	80222	UNITED STATES	-
HILLCREST HEALTHCARE COMMUNITIES	PO BOX 5069				KNOXVILLE	TN	37928	UNITED STATES	-
HILLCREST MEDICAL NURSING INSTITUTE INC.	5321 TAZWELL PIKE				KNOXVILLE	TN	37918	UNITED STATES	-
HOME HEALTH CARE OF EAST TENNESSEE, INC. & HOSPICE	106 SIMPSON ROAD				LENOIR CITY	TN	37771	UNITED STATES	-
HOME REACH HOSPICE	4647 LONG BEACH BLVD.	C-9			LONG BEACH	CA	90805	UNITED STATES	-
HOMEVIEW HEALTH CARE	651 S. STATE ST.				FRANKLIN	IN	46131	UNITED STATES	-
HORIZON HOSPICE	123 W. CASCADE WAY				SPOKANE	WA	99208	UNITED STATES	-
HOSPICE BUFFALO, INC.	225 COMO PARK BLVD.				CHEEKTOWAGA	NY	14227	UNITED STATES	-
HOSPICE BUFFALO, INC.	225 COMO PARK BLVD.				CHEEKTOWAGA	NY	14227	UNITED STATES	-
HOSPICE CARE OF BOULDER & BROOMFIELD	2594 TRAILRIDGE DRIVE EAST				LAFAYETTE	CO	80026	UNITED STATES	-
HOSPICE FAMILY CARE CON 109	5037 E. BROADWAY RD				MESA	AZ	85206	UNITED STATES	-
HOSPICE FAMILY CARE CON 86	5037 E. BROADWAY RD				MESA	AZ	85206	UNITED STATES	-
HOSPICE FAMILY CARE, INC. CON 54	6300 EL DORADO PLAZA	A-100			TUCSON	AZ	85712	UNITED STATES	-
HOSPICE FAMILY CARE, INC. CON 55	6300 EL DORADO PLAZA	A-100			TUCSON	AZ	85712	UNITED STATES	-
HOSPICE INSPIRIS CON 109	2025 N. 3RD STREET				PHOENIX	AZ	85006	UNITED STATES	-
HOSPICE INSPIRIS CON 86	2025 N. 3RD STREET				PHOENIX	AZ	85006	UNITED STATES	-
HOSPICE INSPIRIS OF ARIZONA	2025 N. 3RD STREET				PHOENIX	AZ	85004	UNITED STATES	-
HOSPICE OF ARIZONA CON 86	7600 N. 15TH STREET	165			PHOENIX	AZ	85020	UNITED STATES	-
HOSPICE OF BLUEGRASS	2312 ALEXANDRIA DRIVE				LEXINGTON	KY	40504	UNITED STATES	-
HOSPICE OF COVENANT CARE	9101 HARLAN ST.	135			WESTMINSTER	CO	80031	UNITED STATES	-
HOSPICE OF THE VALLEY CON 109	1510 EAST FLOWER STREET				PHOENIX	AZ	85014	UNITED STATES	-
HOSPICE OF THE VALLEY CON 71	1510 EAST FLOWER STREET				PHOENIX	AZ	85014	UNITED STATES	-
HOSPICE OF THE VALLEY CON 86	1510 EAST FLOWER STREET				PHOENIX	AZ	85014	UNITED STATES	-
HOSPICE OF THE WEST CON 109	21410 N. 19TH AVE.	100			PHOENIX	AZ	85027	UNITED STATES	-
HOSPICE OF THE WEST CON 86	21410 N. 19TH AVE.	100			PHOENIX	AZ	85027	UNITED STATES	-
HOSPICE PREFERRED CHOICE	1400 INDUSTRIES RD.	201			RICHMOND	IN	47374	UNITED STATES	-
HOSPITAL DISTRICT 1 SNOHOMISH COUNTY	PO BOX 646				MONROE	WA	98272	UNITED STATES	-
HURSTBOURNE CARE CENTER	2200 STONY BROOK DRIVE				LOUISVILLE	KY	40220	UNITED STATES	-
IASIS HEALTHCARE CON 109	1800 E. VAN BUREN STREET	MOB 401			PHOENIX	AZ	85006	UNITED STATES	-
IASIS HEALTHCARE CON 86	1800 E. VAN BUREN STREET	MOB 401			PHOENIX	AZ	85006	UNITED STATES	-
IMPERIAL COUNTY DHS (CA)	935 BROADWAY				EL CENTRO	CA	92243	UNITED STATES	-
IN HOME HEALTH DBA HEARTLAND HOME	1000 LAKES DRIVE	225			WEST COVINA	CA	97091	UNITED STATES	-
IN HOME HEALTH LLC DBA HEARTLAND CON 54	2980 N. CAMPBELL AVE.	190B			TUCSON	AZ	85719	UNITED STATES	-
IN HOME HEALTH LLC DBA HEARTLAND CON 55	2980 N. CAMPBELL AVE.	190B			TUCSON	AZ	85719	UNITED STATES	-
INDEPENDENT LIVING FOR SENIORS	2058 HUDSON AVE.				ROCHESTER	NY	14617	UNITED STATES	-
INDIANA HAND CENTER	8501 HARCOURT RD.				INDIANAPOLIS	IN	46260	UNITED STATES	-
INDIANA HEALTH & REHABILITATION CENTERS	255 MEADOW DR.				DANVILLE	IN	46122	UNITED STATES	-
INDIANA MASONIC HOME, INC.	690 STATE STREET				FRANKLIN	IN	46131	UNITED STATES	-
INDIANA ORTHOPAEDIC HOSPITAL	1360 INNOVATION PARKWAY				GREENWOOD	IN	46143	UNITED STATES	-

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Rural Metro Corporation
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Contract Counterparty	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country	Cure Amount
INDIANA ORTHOPAEDIC HOSPITAL	8400 NORTHWEST BLVD.				INDIANAPOLIS	IN	46278	UNITED STATES	-
INSPIRIS OF ARIZONA	2025 N. 3RD ST.	170			PHOENIX	AZ	85004	UNITED STATES	-
INTENSIVE AIR AMBULANCE CON 109	5919 APPROACH RD.				SARASOTA	FL	34238	UNITED STATES	-
INTENSIVE AIR AMBULANCE CON 65	2864 STATE HIGHWAY 27	A			NORTH BRUNSWICK	NJ	08902	UNITED STATES	-
INTENSIVE AIR AMBULANCE CON 86	5919 APPROACH RD.				SARASOTA	FL	34238	UNITED STATES	-
INTENSIVE AIR, INC.	5919 APPROACH ROAD				SARASOTA	FL	34238	UNITED STATES	-
IOWA SCHOOL FOR THE DEAF	3501 HARRY LANGDON BLVD.				COUNCIL BLUFFS	IA	51503	UNITED STATES	-
ISLAND HOSPITAL	1211 24TH ST.				ANACORTES	WA	98221	UNITED STATES	-
JOHN C. LINCOLN CON 109	250 E. DUNLAP AVE.				PHOENIX	AZ	85202	UNITED STATES	-
JOHN C. LINCOLN CON 86	250 E. DUNLAP AVE.				PHOENIX	AZ	85202	UNITED STATES	-
JOHN C. LINCOLN N. MOUNTAIN & DEER VALLEY	250 E. DUNLAP AVE.				PHOENIX	AZ	85020	UNITED STATES	-
JOHN C. LINCOLN NORTH MOUNTAIN	250 E. DUNLAP AVE.				PHOENIX	AZ	85202	UNITED STATES	-
KAISER FOUNDATION HEALTH PLAN, INC. : BOWERS	300 LAKESIDE DRIVE				OAKLAND	CA	94612	UNITED STATES	-
KAISER FOUNDATION HEALTH PLAN, INC. : PACIFIC	300 LAKESIDE DRIVE				OAKLAND	CA	94612	UNITED STATES	-
KAISER MEDICAL TRANSPORTATION SOCAL: BOWERS	LEGAL DEPT, 393 EAST WALNUT STREET				PASADENA	CA	91188	UNITED STATES	-
KAISER MEDICAL TRANSPORTATION SOCAL: PACIFIC	LEGAL DEPT. 393 EAST WALNUT STREET				PASADENA	CA	91188	UNITED STATES	-
KALEIDA HEALTH	100 HIGH STREET				BUFFALO	NY	14203	UNITED STATES	-
KALEIDA HEALTH-BUFFALO GEN MED CTR (BGMC)	726 EXCHANGE ST	270			BUFFALO	NY	14210	UNITED STATES	-
KAREN J. JOHNSON MD SURGERY CENTER	4700 HALE PARKWAY				DENVER	CO	80220	UNITED STATES	-
KENTUCKY EASTER SEAL SOCIETY	2050 VERSAILLES RD.				LEXINGTON	KY	40504	UNITED STATES	-
KINDRED HOSP PHX CON 109	40 E INDIANOLA				PHOENIX	AZ	85012	UNITED STATES	-
KINDRED HOSP PHX CON 86	40 E INDIANOLA				PHOENIX	AZ	85012	UNITED STATES	-
KINDRED HOSPITAL ARIZONA -SCOTTSDALE	40 E. INDIANOLA				PHOENIX	AZ	85012	UNITED STATES	-
KINDRED HOSPITAL LA MIRADA	14900 E. IMPERIAL HIGHWAY				LA MIRADA	CA	90638	UNITED STATES	-
KINDRED HOSPITAL LOS ANGELES	5525 WEST SLAUSON AVE.				LOS ANGELES	CA	90056	UNITED STATES	-
KINDRED HOSPITAL SAN GABRIEL VALLEY	845 NORTH LARK ELLEN AVE.				WEST COVINA	CA	91791	UNITED STATES	-
KINDRED HOSPITAL SEATTLE	10560 FIFTH AVENUE NE				SEATTLE	WA	98125	UNITED STATES	-
KINDRED HOSPITAL TUCSON CON 54	355 NORTH WILMOT ROAD				TUCSON	AZ	85711	UNITED STATES	-
KINDRED HOSPITAL TUCSON CON 55	355 NORTH WILMOT ROAD				TUCSON	AZ	85711	UNITED STATES	-
KINDRED HOSPITAL WESTMINSTER	200 HOSPITAL CIRCLE				WESTMINSTER	CA	92683	UNITED STATES	-
KINDRED HOSPITAL-LOUISVILLE	1313 ST. ANTHONY PLACE				LOUISVILLE	KY	40204	UNITED STATES	-
KINDRED NURSING AND REHAB - MADISON	431 LARKIN SPRINGS RD.				MADISON	TN	37115	UNITED STATES	-
KINDRED SOULS FOUNDATION	PO BOX 88627				STEILACOOM	WA	98388	UNITED STATES	-
KIRBY PINES RETIREMENT	3535 KIRBY ROAD				MEMPHIS	TN	38115	UNITED STATES	-
KLEINHAN'S MUSIC HALL	3 SYMPHONY CIRCLE				BUFFALO	NY	14201	UNITED STATES	-
KLEINHAN'S MUSIC HALL	3 SYMPHONY CIRCLE				BUFFALO	NY	14201	UNITED STATES	-
KLONDIKE MANOR	3802 KLONDIKE LANE				LOUISVILLE	KY	40218	UNITED STATES	-
KNOX COUNTY	CITY COUNTY BUILDING 400 MAIN AVE.	651			KNOXVILLE	TN	37902	UNITED STATES	-
KNOXVILLE HMA HOLDINGS FKA MERCY HEALTH	900 E. OAK HILL AVE.				KNOXVILLE	TN	37917	UNITED STATES	-
KROENKE STADIUM SERVICES	1000 CHOPPER CIRCLE				DENVER	CO	80204	UNITED STATES	-
LA COUNTY DEPARTMENT OF MENTAL HEALTH	550 S. VERMONT AVE	5TH FLOOR			LOS ANGELES	CA	90020	UNITED STATES	-
LA ESTANCIA NURSING & REHAB	15810 S. 42ND STREET				PHOENIX	AZ	85206	UNITED STATES	-
LA JEWISH HOME FOR AGING GRANCELL VILLAGE	7150 TAMPA AVE.				RESEDA	CA	91335	UNITED STATES	-
LA POSADA AT PARK CENTRE INC. CON 55	501 LA POSADA CIRCLE				GREEN VALLEY	AZ	85614	UNITED STATES	-
LAFAYETTE REGIONAL AIRPORT	222 TOWER DRIVE				LAFAYETTE	LA	70508	UNITED STATES	-
LAKEVIEW MANOR	45 BEACHWAY DRIVE				INDIANAPOLIS	IN	46234	UNITED STATES	-
LANDMARK NURSING & REHAB CENTER	100 LAUREN DRIVE				BOONEVILLE	MS	38829	UNITED STATES	-
LEBANON HEALTH & REHAB	731 CASTLE HEIGHTS COURT				LEBANON	TN	37087	UNITED STATES	-
LEGACY HOSPICE, LLC	599 TOPEKA WAY	312			CASTLE ROCK	CO	80104	UNITED STATES	-
LEISURE WORLD COMMUNITY ASSOCIATION	908 S. POWER ROAD				MESA	AZ	85206	UNITED STATES	-
LENOIR COMMUNITY COLLEGE	231 N. CAROLINA HWY 58				KINSTON	NC	28504	UNITED STATES	-
LEWIS CENTRAL COMMUNITY SCHOOL	3504 HARRY LANGDON BLVD.				COUNCIL BLUFFS	IA	51503	UNITED STATES	-
LIFE CARE CENTER OF ATHENS	1234 FRYE STREET				ATENS	TN	37303	UNITED STATES	-
LIFE CARE CENTER OF COPPER BASIN	166 COPPER BASIN INDUSTRIAL PARK	PO BOX 518			DUCKTOWN	TN	37326	UNITED STATES	-
LIFE CARE CENTER OF LITTLETON	1500 W. MINERAL AVE.				LITTLETON	CO	80120	UNITED STATES	-
LIFE CARE CENTER OF LONGMONT	2451 PRATT STREET				LONGMONT	CO	80501	UNITED STATES	-
LIFE CARE CENTER OF PUYALLUP	511 10TH AVE. SE				PUYALLUP	WA	98372	UNITED STATES	-
LIFE CARE CENTER OF WEST SEATTLE	4700 SOUTHWEST ADMIRAL WAY				SEATTLE	WA	98116	UNITED STATES	-
LIFE CARE CENTERS OF AMERICA (CON 109)	2727 W. FRYE RD.	210			CHANDLER	AZ	85224	UNITED STATES	-
LIFE CARE CENTERS OF AMERICA (CON 54)	2727 W. FRYE RD.	210			CHANDLER	AZ	85224	UNITED STATES	-
LIFE CARE CENTERS OF AMERICA (CON 55)	2727 W. FRYE RD.	210			CHANDLER	AZ	85224	UNITED STATES	-
LIFE CARE CENTERS OF AMERICA (CON 65)	2727 W. FRYE RD.	210			CHANDLER	AZ	85224	UNITED STATES	-
LIFE CARE CENTERS OF AMERICA (CON 71)	2727 W. FRYE RD.	210			CHANDLER	AZ	85224	UNITED STATES	-
LIFE CARE CENTERS OF AMERICA (CON 86)	2727 W. FRYE RD.	210			CHANDLER	AZ	85224	UNITED STATES	-
LIFE CARE OF NORTH GLENDALE CON 109	13620 NORTH 55TH AVE				GLENDALE	AZ	85304	UNITED STATES	-
LIFE CARE OF NORTH GLENDALE CON 86	13620 NORTH 55TH AVE				GLENDALE	AZ	85304	UNITED STATES	-
LIFE FLIGHT NETWORK, LLC	22285 YELLOW GATE LANE	102			AURORA	OR	97002	UNITED STATES	-
LIFECARE CENTER OF AURORA	1401 EAST EVANS AVE.				AURORA	CO	80014	UNITED STATES	-
LINCOLN HILLS HEALTH CENTER	326 COUNTRY CLUB DRIVE				NEW ALBANY	IN	47150	UNITED STATES	-
LOGANSPORT MEMORIAL HOSPITAL	1101 MICHIGAN AVE.				LOGANSPORT	IN	46947	UNITED STATES	-
LOGISTICARE SOLUTIONS, LLC	150 EXECUTIVE PARK BLVD.	4000			SAN FRANCISCO	CA	94134	UNITED STATES	-
LOGISTICARE SOLUTIONS, LLC	1800 PHOENIX BLVD.	120			COLLEGE PARK	GA	30349	UNITED STATES	-
LOUDON COUNTY GOVERNMENT	100 RIVER ROAD				LOUDON	TN	37774	UNITED STATES	-
LP BEDFORD, LLC	50 SHEPARD LANE				BEDFORD	KY	40006	UNITED STATES	-
LP LOUISVILLE NORTHFIELD, LLC DBA SIGNATURE HC	600 HUNTING RD.				LOUISVILLE	KY	40222	UNITED STATES	-

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Contract Counterparty	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country	Cure Amount
MADISON HEALTH CARE CENTER	7465 MADISON AVE.				INDIANAPOLIS	IN	46227	UNITED STATES	-
MANORCARE HEALTH SERVICES	11680 WARNER AVE.				FOUNTAIN VALLEY	CA	92708	UNITED STATES	-
MANORCARE HEALTH SERVICES-INDIANAPOLIS	8549 S. MADISON AVE.				INDIANAPOLIS	IN	46227	UNITED STATES	-
MANORCARE HEALTH SERVICES-MANORCARE	1345 N. MADISON AVE.				ANDERSON	IN	46011	UNITED STATES	-
MARICOPA FOUNDATION FOR MEDICAL CARE CON 109	326 EAST CORONADO ROAD				PHOENIX	AZ	85004	UNITED STATES	-
MARICOPA FOUNDATION FOR MEDICAL CARE CON 54	326 EAST CORONADO ROAD				PHOENIX	AZ	85004	UNITED STATES	-
MARICOPA FOUNDATION FOR MEDICAL CARE CON 55	326 EAST CORONADO ROAD				PHOENIX	AZ	85004	UNITED STATES	-
MARICOPA FOUNDATION FOR MEDICAL CARE CON 65	326 EAST CORONADO ROAD				PHOENIX	AZ	85004	UNITED STATES	-
MARICOPA FOUNDATION FOR MEDICAL CARE CON 86	326 EAST CORONADO ROAD				PHOENIX	AZ	85004	UNITED STATES	-
MARICOPA INTEGRATED HEALTH CON 109	2601 E ROOSEVELT				PHOENIX	AZ	85008	UNITED STATES	-
MARICOPA INTEGRATED HEALTH CON 86	2601 E ROOSEVELT				PHOENIX	AZ	85008	UNITED STATES	-
MARILLA FIRE COMPANY	PO BOX 124				MARILLA	NY	14102	UNITED STATES	-
MARINER POST ACUTE NTWRK DBA DESERT HAVEN NRSG CTR	2645 E. THOMAS ROAD				PHOENIX	AZ	85016	UNITED STATES	-
MARIOTT SENIOR LIVING SERVICES, INC.	8505 WOODFIELD CROSSING BLVD.				INDIANAPOLIS	IN	46240	UNITED STATES	-
MARQUETTE MANOR	8150 TOWNSHIP LINE RD.				INDIANAPOLIS	IN	46260	UNITED STATES	-
MARYVALE HOSPITAL VHS ACQUISITION CORP CON 86	5102 W. CAMPBELL AVE				PHOENIX	AZ	85031	UNITED STATES	-
MAXCARE HOSPICE	9030 BOLSA AVENUE	210			WESTMINSTER	CA	92683	UNITED STATES	-
MAYO CLINIC ARIZONA	13400 EAST SHEA BLVD.				SCOTTSDALE	AZ	85259	UNITED STATES	-
MAYO CLINIC ARIZONA	13400 EAST SHEA BLVD				SCOTTSDALE	AZ	85259	UNITED STATES	-
MEADOWVIEW HEALTH & REHAB	1701 WHIPPS MILL ROAD				LOUISVILLE	KY	40223	UNITED STATES	-
MED STAR AMBULANCE SERVICE	916 E. REDWOOD BLVD.				BRANDON	SD	57005	UNITED STATES	-
MED-FLIGHT AIR AMBULANCE CON 109	2301 YALE BLVD	D-3			ALBUQUERQUE	NM	87106	UNITED STATES	-
MED-FLIGHT AIR AMBULANCE CON 54	2301 YALE BLVD	D-3			ALBUQUERQUE	NM	87106	UNITED STATES	-
MED-FLIGHT AIR AMBULANCE CON 55	2301 YALE BLVD	D-3			ALBUQUERQUE	NM	87106	UNITED STATES	-
MED-FLIGHT AIR AMBULANCE CON 86	2301 YALE BLVD	D-3			ALBUQUERQUE	NM	87106	UNITED STATES	-
MEDEX PATIENT TRANSPORT	501 METROPLEX DRIVE	201			NASHVILLE	TN	37211	UNITED STATES	-
MEDFLIGHT AIR AMBULANCE	2301 YALE BLVD.	D-3			ALBUQUERQUE	NM	87106	UNITED STATES	-
MEDICAL EXPRESS AIR AMBULANCE CON 109	732 W DEER VALLEY RD.				PHOENIX	AZ	85027	UNITED STATES	-
MEDICAL EXPRESS AIR AMBULANCE CON 54	732 W DEER VALLEY RD.				PHOENIX	AZ	85027	UNITED STATES	-
MEDICAL EXPRESS AIR AMBULANCE CON 55	732 W DEER VALLEY RD.				PHOENIX	AZ	85027	UNITED STATES	-
MEDICAL EXPRESS AIR AMBULANCE CON 86	732 W DEER VALLEY RD.				PHOENIX	AZ	85027	UNITED STATES	-
MEMORIAL HOSPITAL LP DBA MEMORIAL OF GARDENA	1145 W. REDONDO BEACH BLVD.				GARDENA	CA	90247	UNITED STATES	-
MERCY FLIGHT CENTRAL, INC.	2420 BRICKYARD ROAD				CANANDAIGUA	NY	14424	UNITED STATES	-
MERCY GILBERT MEDICAL CENTER	3555 S. VAL VISTA DRIVE				GILBERT	AZ	85296	UNITED STATES	-
MESA CHRISTIAN HEALTH & REHAB CENTER	255 N. BROWN				MESA	AZ	85201	UNITED STATES	-
MESA VISTA OF BOULDER	2121 MESA DRIVE				BOULDER	CO	80304	UNITED STATES	-
METHODIST HOME	1070 W. JEFFERSON ST.				FRANKLIN	IN	46131	UNITED STATES	-
METRO BOARD OF PUBLIC EDUCATION	2601 BRANSFORD AVE.				NASHVILLE	TN	37204	UNITED STATES	-
MILLER HOSE COMPANY INC. NEW FANE FIRE CO.	2737 MAIN STREET				NEWFANE	NY	14108	UNITED STATES	-
MISSION HOSPITAL REG MED CENTER	27700 MEDICAL CENTER ROAD				MISSION VIEJO	CA	92691	UNITED STATES	-
MISSION PALMS HEALTHCARE CENTER	240 HOSPITAL CIRCLE				WESTMINSTER	CA	92683	UNITED STATES	-
MOBISBURG DBA PACIFIC ANESTHESIA SURGERY SVC	26941 CABOT ROAD	133			LAGUNA HILLS	CA	92653	UNITED STATES	-
MOBISURG, INC.	23025 MILL CREEK DRIVE				LAGUNA HILLS	CA	92653	UNITED STATES	-
MONACO PARKWAY HEALTH & REHAB	895 SOUTH MONACO PKWY				DENVER	CO	80224	UNITED STATES	-
MONARCH HEALTHCARE	25950 ACERO	200			MISSION VIEJO	CA	92691	UNITED STATES	-
MONROE HOSPITAL, LLC	4011 S MONROE MEDICAL PARK BLVD				BLOOMINGTON	IN	47403	UNITED STATES	-
MORRISTOWN AIRCRAFT RESCUE & FIREFIGHTING	8 AIRPORT ROAD				MORRISTOWN	NJ	07960	UNITED STATES	-
MOUNT EVANS HOSPICE AND HOME HEALTH CARE	3081 BERGEN PEAK DRIVE				EVERGREEN	CO	80439	UNITED STATES	-
MOUNT SAINT MARY'S HOSPITAL	5300 MILITARY ROAD				LEWISTON	NY	14092	UNITED STATES	-
MOUNT SAINT MARY'S HOSPITAL	5300 MILITARY ROAD				LEWISTON	NY	14092	UNITED STATES	-
MOUNTAIN VISTA RETIREMENT COMM	4800 TABOR STREET				WHEAT RIDGE	CO	80033	UNITED STATES	-
MT GRAHAM REGIONAL MEDICAL CENTER	1600 20TH AVENUE				SAFFORD	AZ	85546	UNITED STATES	-
MT. JULIET HEALTH CARE CENTER, INC.	2650 NORTH MT. JULIET ROAD				MT. JULIET	TN	37122	UNITED STATES	-
NAMASTE CARE GROUP LLC, DBA NAMASTE HOSPICE	1633 FILLMORE	300			DENVER	CO	80206	UNITED STATES	-
NEBRASKA ORTHOPAEDIC HOSPITAL, LLC	2808 SO. 143RD PLAZA				OMAHA	NE	68144	UNITED STATES	-
NEEDHAM FIRE DEPARTMENT	6833 EAST 350 NORTH				NEEDHAM	IN	46162	UNITED STATES	-
NEW OAKLAWN INVESTMENTS, LLC	300 SHELBY STATION DRIVE				LOUISVILLE	KY	40245-4186	UNITED STATES	-
NIAGARA COUNTY OF SOCIAL SERVICES	100 DAVISON ROAD PO BOX 506				LOCKPORT	NY	14095	UNITED STATES	-
NIAGARA FALLS MEDICAL CENTER	621 10TH ST.				NIAGARA FALLS	NY	14343	UNITED STATES	-
NIAGARA HOSPICE	4675 SUNSET DRIVE				LOCKPORT	NY	14094	UNITED STATES	-
NIAGARA HOSPICE	4575 SUNSET DRIVE				LOCKPORT	NY	14094	UNITED STATES	-
NINEVEH TOWNSHIP	844 E. 775 S.				NINEVEH	IN	46164	UNITED STATES	-
NO. FULTON COUNTY-5 CITIES	TWO SOUTH MAIN STREET				ALPHARETTA	GA	30004	UNITED STATES	-
NORTH FULTON MEDICAL CENTER, INC.	3000 HOSPITAL BLVD.				ROSWELL	GA	30076	UNITED STATES	-
NORTH MOUNTAIN SURGERY CENTER CON 109	PO BOX 47510				PHOENIX	AZ	85068	UNITED STATES	-
NORTH MOUNTAIN SURGERY CENTER CON 86	PO BOX 47510				PHOENIX	AZ	85068	UNITED STATES	-
NORTH TUNICA COUNTY FIRE PROTECTION	PO BOX 217	1300 SCHOOL STREET			TUNICA	MS	38676	UNITED STATES	-
NORTH VALLEY OUT PATIENT SURGERY CON 109	20950 N. TATUM BLVD	150			PHOENIX	AZ	85050	UNITED STATES	-
NORTH VALLEY OUT PATIENT SURGERY CON 86	20950 N. TATUM BLVD	150			PHOENIX	AZ	85050	UNITED STATES	-
NORTHERN ARIZONA UNIVERSITY	PO BOX 15015	OFFICE OF THE DEAN OF COLLEGE OF H&HS			FLAGSTAFF	AZ	86011	UNITED STATES	-
NORTHERN COLORADO REHAB HOSPITAL	4401 UNION STREET				LOVELAND	CO	80537	UNITED STATES	-
NORTHHAVEN HEALTH CARE CENTER	3300 NORTH BROADWAY				KNOXVILLE	TN	37917	UNITED STATES	-
NORTHSIDE HOSPITAL, INC.	1000 JOHNSON FERRY ROAD				ATLANTA	GA	30342	UNITED STATES	-
NORTHWEST FIRE DISTRICT	5225 W MASSINGALE RD				TUCSON	AZ	85743	UNITED STATES	-
NORTHWEST HOSPITAL & MEDICAL CENTER	1550 NORTH 115TH STREET				SEATTLE	WA	98133	UNITED STATES	-

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Rural Metro Corporation
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Contract Counterparty	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country	Cure Amount
NORTHWEST HOSPITAL, LLC CON 54	6200 NORTH LA CHOLLA BLVD.				TUCSON	AZ	85741	UNITED STATES	-
NORTHWEST HOSPITAL, LLC CON 55	6200 NORTH LA CHOLLA BLVD.				TUCSON	AZ	85741	UNITED STATES	-
NURSING HOMES (WOODACRES/WILLIAMSVILLE)	163 SO. UNION RD				WILLIAMSVILLE	NY	14221	UNITED STATES	-
NURSING HOMES (WOODACRES/WILLIAMSVILLE)	163 SO. UNION RD				WILLIAMSVILLE	NY	14221	UNITED STATES	-
ODYSSEY HEALTHCARE OF OMAHA	444 REGENCY PARKWAY DR.	200			OMAHA	NE	68114	UNITED STATES	-
ODYSSEY HEALTHCARE OF PHOENIX CON 109	202 E. EARLL DRIVE	320			PHOENIX	AZ	85012	UNITED STATES	-
ODYSSEY HEALTHCARE OF PHOENIX CON 86	202 E. EARLL DRIVE	320			PHOENIX	AZ	85012	UNITED STATES	-
ODYSSEY HEALTHCARE OF THE PAC NW	707 13TH STREET SE	280			SALEM	OR	97301	UNITED STATES	-
ODYSSEY HOSPICE OF TUCSON CON 54	1730 EAST RIVER ROAD	107			TUCSON	AZ	85718	UNITED STATES	-
ODYSSEY HOSPICE OF TUCSON CON 55	1730 EAST RIVER ROAD	107			TUCSON	AZ	85718	UNITED STATES	-
OMAHA NURSING AND REHABILITATOIN CENTER (ENSIGN)	4835 SOUTH 49TH STREET				OMAHA	NE	68117	UNITED STATES	-
OMAHA ROLLERGIRLS	PO BOX 45492				OMAHA	NE	68145	UNITED STATES	-
OMNIFLIGHT HELICOPTER DBA NATIVE AIR	6229 S SOSSAMAN RD				MESA	AZ	85212	UNITED STATES	-
ONE CALL MEDICAL TRANSPORT	3815 E. MAIN STREET	C			ST. CHARLES	IL	60174	UNITED STATES	-
ORANGE COUNTY HEALTH AUTHORITY DBA CALOPTIMA	1120 WEST LA VETA AVE.	2ND FLOOR MAILROOM			ORANGE	CA	92868	UNITED STATES	-
ORCHARD BROOKE LIVING CENTRE	300 GLEED AVENUE				EAST AURORA	NY	14052	UNITED STATES	-
ORCHARD PARK HEALTH & REHAB CENTER	8005 S. HOLLY ST.				LITTLETON	CO	80121	UNITED STATES	-
ORCHARD PARK HEALTH CARE CENTER	300 GLEED AVE.				EAST AURORA	NY	14052	UNITED STATES	-
ORLANDO HEALTH CARE CENTER	2000 N SEMORAN BLVD.				ORLANDO	FL	32807	UNITED STATES	-
OTTO VOLUNTEER FIRE COMPANY INC.	PO BOX 42				OTTO	NY	14766-0042	UNITED STATES	-
OUTPATIENT SURGICAL CARE CON 109	1530 WEST GLENDALE AVE	105			PHOENIX	AZ	85021	UNITED STATES	-
OUTPATIENT SURGICAL CARE CON 86	1530 WEST GLENDALE AVE	105			PHOENIX	AZ	85021	UNITED STATES	-
OVERLAKE HOSPITAL MEDICAL CENTER	1035 116TH AVE. NE				BELLEVEUE	WA	98004	UNITED STATES	-
PACIFIC HOSPICE CARE	4520 WILSHIRE BLVD.				LOS ANGELES	CA	90010	UNITED STATES	-
PACIFICARE OF ARIZONA, INC. CON 109	PO BOX 52078				PHOENIX	AZ	85072	UNITED STATES	-
PACIFICARE OF ARIZONA, INC. CON 54	PO BOX 52078				PHOENIX	AZ	85072	UNITED STATES	-
PACIFICARE OF ARIZONA, INC. CON 55	PO BOX 52078				PHOENIX	AZ	85072	UNITED STATES	-
PACIFICARE OF ARIZONA, INC. CON 86	PO BOX 52078				PHOENIX	AZ	85072	UNITED STATES	-
PALM VALLEY REHAB & CARE CENTER CON 109	13575 W. MCDOWELL RD.				GOODYEAR	AZ	85338	UNITED STATES	-
PALM VALLEY REHAB & CARE CENTER CON 86	13575 W. MCDOWELL RD.				GOODYEAR	AZ	85338	UNITED STATES	-
PALOMAR HEALTH	15255 INNOVATION DRIVE				SAN DIEGO	CA	92128	UNITED STATES	-
PARADISE VALLEY OUT PATIENT CONTRACT CON 109	5410 N. SCOTTSDALE RD.	A510			SCOTTSDALE	AZ	85253	UNITED STATES	-
PARADISE VALLEY OUT PATIENT CONTRACT CON 86	5410 N. SCOTTSDALE RD.	A510			SCOTTSDALE	AZ	85253	UNITED STATES	-
PARK REGENCY CON 109	2555 N. PRICE				CHANDLER	AZ	85224	UNITED STATES	-
PARK REGENCY CON 86	2555 N. PRICE				CHANDLER	AZ	85224	UNITED STATES	-
PARK TERRACE	9820 3RD STREET RD.				LOUISVILLE	KY	40272	UNITED STATES	-
PARK WEST SURGERY CENTER	9430 PARK WEST BLVD	210			KNOXVILLE	TN	37923	UNITED STATES	-
PARKS AND REC DEPT. (OR EXPOSITION)	725 SUMMER STREET NE	C			SALEM	OR	97301	UNITED STATES	-
PHI AIR MEDICAL, LLC	2800 N 44TH STREET				PHOENIX	AZ	85008	UNITED STATES	-
PHOENIX CHILDREN'S HOSPITAL CON 86	1919 E. THOMAS RD.				PHOENIX	AZ	85016	UNITED STATES	-
PHOENIX MOUNTAIN NURSING CENTER	13232 N. TATUM				PHOENIX	AZ	85032	UNITED STATES	-
PHOENIX MOUNTAIN NURSING HOME CON 109	13232 N. TATUM BLVD.				PHOENIX	AZ	85032	UNITED STATES	-
PHOENIX MOUNTAIN NURSING HOME CON 86	13232 N. TATUM BLVD.				PHOENIX	AZ	85032	UNITED STATES	-
PHOENIX SPECIALTY MED CENTER CON 109	1800 E. VAN BUREN	SECOND FLOOR			PHOENIX	AZ	85006	UNITED STATES	-
PHOENIX SPECIALTY MED CENTER CON 86	1800 E. VAN BUREN	SECOND FLOOR			PHOENIX	AZ	85006	UNITED STATES	-
PHOENIX SPEEDWAY CORP D/B/A PHOENIX INTERNATIONAL	125 SOUTH AVONDALE BLVD.	200			AVONDALE	AZ	85323	UNITED STATES	-
PHYSICIAN SURGERY CENTER OF TEMPE CON 109	1940 E. SOUTHERN AVE.				TEMPE	AZ	85282	UNITED STATES	-
PHYSICIAN SURGERY CENTER OF TEMPE CON 86	1940 E. SOUTHERN AVE.				TEMPE	AZ	85282	UNITED STATES	-
PHYSICIANS NETWORK ASSOCIATION CON 109	1622 MAC DAVIS LN.				LUBBOCK	TX	79401	UNITED STATES	-
PHYSICIANS NETWORK ASSOCIATION CON 86	1622 MAC DAVIS LN.				LUBBOCK	TX	79401	UNITED STATES	-
PHYSICIANS SURG. CENTER OF TEMPE	1940 E. SOUTHERN AVE.				TEMPE	AZ	85282	UNITED STATES	-
PINNACLE HEALTH DBA MARAVILLA CARE CENTER	8825 S. 7TH ST.				PHOENIX	AZ	85042	UNITED STATES	-
PINNACLE HEALTH DBA MISSION PALMS MESA	6458 E. BROADWAY				MESA	AZ	85206	UNITED STATES	-
PINNACLE SURGERY CENTER CON 109	6790 W. THUNDERBIRD RD.	BUILDING D			PEORIA	AZ	85381	UNITED STATES	-
PINNACLE SURGERY CENTER CON 86	6790 W. THUNDERBIRD RD.	BUILDING D			PEORIA	AZ	85381	UNITED STATES	-
PLAZA HC HOLDING COMPANY LLC CON 109	1475 N. GRANITE REEF ROAD				SCOTTSDALE	AZ	85257	UNITED STATES	-
PLAZA HC HOLDING COMPANY LLC CON 86	1475 N. GRANITE REEF ROAD				SCOTTSDALE	AZ	85257	UNITED STATES	-
POLK COUNTY, TN	PO BOX 126				BENTON	TN	37307	UNITED STATES	-
POPLAR BLUFF REGIONAL MED CENTER	2620 NORTH WESTWOOD BLVD				POPLAR BLUFF	MO	63901	UNITED STATES	-
PORT OF MOSES LAKE	7810 ANDREWS ST.	200			MOSES LAKE	WA	98837	UNITED STATES	-
PORTERCARE ADV HLTH SYS DBA CENTURA HLTH-PORTER	2525 SOUTH DOWNING ST				DENVER	CO	80210	UNITED STATES	-
PORTERCARE ADVENTIST DBA CASTLE ROCK ADVENTIST	2350 MEADOWS BLVD.				CASTLE ROCK	CO	80109	UNITED STATES	-
PORTLAND COMMUNITY COLLEGE	PO BOX 19000				PORTLAND	OR	97280	UNITED STATES	-
PRIME HEALTHCARE SERVICES ANAHEIM, LLC	3033 WEST ORANGE AVENUE				ANAHEIM	CA	92804	UNITED STATES	-
PROFESSIONAL SURGICENTER, INC.	4510 EXECUTIVE DR.	105A			SAN DIEGO	CA	92121	UNITED STATES	-
PROMISE HOSPITAL OF PHOENIX, INC.	1201 S. 7TH AVE.				PHOENIX	AZ	85007	UNITED STATES	-
PROVIDENCE HEALTH SYSTEM -SOUTHERN CA	501 SOUTH BUENA VISTA STREET				BURBANK	CA	91505	UNITED STATES	-
PROVIDENCE HOSPICE AND HOME CARE	2731 WETMORE AVE.	500			EVERETT	WA	98201	UNITED STATES	-
PROVIDENCE REGIONAL MED CENTER EVERETT	1321 COLBY AVE				EVERETT	WA	98201	UNITED STATES	-
PUBLIC HOSPITAL DISTRICT 1	400 SOUTH 43RD STREET				RENTON	WA	98058	UNITED STATES	-
PUYALLUP TRIBAL HEALTH AUTHORITY	2209 EAST 32ND ST.				TACOMA	WA	98404	UNITED STATES	-
QUALITY CARE HEALTH CENTER	932 EAST BADDOUR PARKWAY				LEBANON	TN	37087	UNITED STATES	-
QUALITY LIFE MANAGEMENT	745 EAST 18TH AVE.				DENVER	CO	80205	UNITED STATES	-
QUALITY LIFE MANAGEMENT: CAMBRIDGE PLACE	1685 EATON STREET				LAKEWOOD	CO	80214	UNITED STATES	-
RACING ASSOCIATES OF COLORADO LTD.	26000 E. QUINCY				AURORA	CO	80016	UNITED STATES	-

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Contract Counterparty	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country	Cure Amount
RANDOLPH COUNTY EMS	ONE HOSPITAL DR.				WINCHESTER	IN	47394	UNITED STATES	-
REGENCY HEALTHCARE	1550 RAYDALE DRIVE				LOUISVILLE	KY	40219	UNITED STATES	-
REGENCY PLACE OF GREENWOOD	377 WESTRIDE BLVD.				GREENWOOD	IN	46142	UNITED STATES	-
REHABILITATION HOSPITAL OF INDIANA	4141 SHORE DR.				INDIANAPOLIS	IN	46254	UNITED STATES	-
ROBERT PACKER HOSPITAL	GUTHRIE SQUARE				SAYRE	PA	18840	UNITED STATES	-
ROSE MANOR REST HOME	3057 NORTH CLEVELAND RD.				LEXINGTON	KY	40516	UNITED STATES	-
ROSEGATE VILLAGE	7510 ROSEGATE DR.				INDIANAPOLIS	IN	46237	UNITED STATES	-
ROSEWALK	1302 N. LESLEY AVE.				INDIANAPOLIS	IN	46219	UNITED STATES	-
ROSWELL PARK CANCER INSTITUTE CORP.	ELM AND CARLTON STREETS				BUFFALO	NY	14263	UNITED STATES	-
ROSWELL PARK CANCER INSTITUTE CORP.	ELM AND CARLTON STREETS				BUFFALO	NY	14263	UNITED STATES	-
ROYAL OAKS CON 109	10015 W. ROYAL OAK RD.				SUN CITY	AZ	85351	UNITED STATES	-
ROYAL OAKS CON 86	10015 W. ROYAL OAK RD.				SUN CITY	AZ	85351	UNITED STATES	-
ROYAL SUN WEST CARE CON 109	350 E. LA CANADA DR.				AVONDALE	AZ	85323	UNITED STATES	-
RUTH LILLY HOSPICE OF CLARIAN	1815 N. CAPITOL	500			INDIANAPOLIS	IN	46206	UNITED STATES	-
SABINO VISTA FIRE DISTRICT	7720 E. CALLE LOS ARBOLES				TUCSON	AZ	85750	UNITED STATES	-
SACRED HEART MEDICAL CENTER	770 E. 11TH AVE.	4TH FLOOR			EUGENE	OR	97401	UNITED STATES	-
SACRED HEART MEDICAL CENTER-SPRINGFIELD [NICU]	3333 RIVERBEND DRIVE				SPRINGFIELD	OR	97477	UNITED STATES	-
SADDLEBACK MEMORIAL MEDICAL CENTER	25441 HEALTH CENTER DRIVE				LAGUNA HILLS	CA	92708	UNITED STATES	-
SAINT JOHN'S HEALTH CENTER	2121 SANTA MONICA BLVD.				SANTA MONICA	CA	90404	UNITED STATES	-
SAINT JOHN'S HEALTH SYSTEM (ST. VINCENT MADISON)	2015 JACKSON STREET				ANDERSON	IN	46016	UNITED STATES	-
SAINT MARY'S HOSPITAL DBA ST. MARY'S CARE FLIGHT	PO BOX 1628				GRAND JUNCTION	CO	81502	UNITED STATES	-
SANCTUARY HOSPICE	11230 SORRENTO VALLEY ROAD	120			SAN DIEGO	CA	92121	UNITED STATES	-
SANTA CLARA COUNTY: NON EMERGENT	976 LENZEN AVE.	1200			SAN JOSE	CA	95126	UNITED STATES	-
SARPY COUNTY AGRICULTURAL SOCIETY	100 MAIN STREET				SPRINGFIELD	NE	68059	UNITED STATES	-
SCAN HEALTH PLAN	3780 KILROY AIRPORT WAY	600			LONG BEACH	CA	90806	UNITED STATES	-
SCOTTSDALE HC (MULT. FACILITIES)	8125 N. HAYDEN ROAD				SCOTTSDALE	AZ	85258	UNITED STATES	-
SCOTTSDALE HEALTHCARE HOSPITALS CON 109	8125 N. HAYDEN RD.				SCOTTSDALE	AZ	85258	UNITED STATES	-
SCOTTSDALE HEALTHCARE HOSPITALS CON 86	8125 N. HAYDEN ROAD				SCOTTSDALE	AZ	85258	UNITED STATES	-
SCOTTSDALE NURSING & REHAB CON 109	3293 N. CIVIC CENTER BLVD.				SCOTTSDALE	AZ	85251	UNITED STATES	-
SCOTTSDALE NURSING & REHAB CON 86	3293 N. CIVIC CENTER BLVD.				SCOTTSDALE	AZ	85251	UNITED STATES	-
SCOTTSDALE SURGICAL PARTNERS LLC CON 109	9522 E. SAN SALVADOR	100			SCOTTSDALE	AZ	85025	UNITED STATES	-
SCOTTSDALE SURGICAL PARTNERS LLC CON 86	9522 E. SAN SALVADOR	100			SCOTTSDALE	AZ	85025	UNITED STATES	-
SCOTTSDALE VILLAGE SQUARE CON 109	2620 NORTH 68TH STREET				SCOTTSDALE	AZ	85257	UNITED STATES	-
SCRIPPS CLINIC HEALTH PLAN SERVICES, INC.	PO BOX 2079				LA JOLLA	CA	92038	UNITED STATES	-
SCRIPPS HEALTH	10150 SORRENTO VALLEY RD.	207 [SV3]			SAN DIEGO	CA	92121	UNITED STATES	-
SEASONS HOSPICE & PALLIATIVE CARE	8888 KEYSTONE CROSSING	1300			INDIANAPOLIS	IN	46240	UNITED STATES	-
SEASONS HOSPICE PACIFIC & PALLIATIVE CARE	973 VALE TERRACE	108			VISTA	CA	92084	UNITED STATES	-
SEECHANGE HEALTH INSURANCE	10159 WAYZATA BLVD.	200			MINNETONKA	MN	55305	UNITED STATES	-
SEECHANGE HEALTH INSURANCE	10159 WAYZATA BLVD.	200			MINNETONKA	MN	55305	UNITED STATES	-
SELECT SPECIALTY HOSP. PHX CON 109	4718 OLD GETTYSBURG ROAD				MECHANICSBURG	PA	17055	UNITED STATES	-
SELECT SPECIALTY HOSPITAL (COL SPRINGS)	6001 E. WOODMEN ROAD, 6TH FLOOR				COLORADO SPRINGS	CO	80923	UNITED STATES	-
SELECT SPECIALTY HOSPITAL CON 86	1012 E. W. ILLETTA				PHOENIX	AZ	85006	UNITED STATES	-
SELECT SPECIALTY HOSPITAL-KNOXVILLE, TN	1901 CLINCH AVE.				KNOXVILLE	TN	37916	UNITED STATES	-
SENECA NIAGARA FALLS GAMING CORPORATION	310 4TH ST.				NIAGARA FALLS	NY	14303	UNITED STATES	-
SENIOR HORIZON BEHAV HEALTH CON 109	7100 E. MESCAL ST.	WING 3			SCOTTSDALE	AZ	85254	UNITED STATES	-
SENIOR HORIZON BEHAV HEALTH CON 86	7100 E. MESCAL ST.	WING 3			SCOTTSDALE	AZ	85254	UNITED STATES	-
SHANNONDALE HEALTH CARE OF MARYVILLE	805 SHANNONDALE WAY				MARYVILLE	TN	37803	UNITED STATES	-
SHAPC, LLC DBA SERENITY HOSPICE CON 109	7227 N. 16TH ST.	235			PHOENIX	AZ	85020	UNITED STATES	-
SHAPC, LLC DBA SERENITY HOSPICE CON 86	7227 N. 16TH ST.	235			PHOENIX	AZ	85020	UNITED STATES	-
SHARP COMMUNITY MEDICAL GROUP	8695 SPECTRUM CENTER COURT				SAN DIEGO	CA	92123	UNITED STATES	-
SHARP REES-STEALY MEDICAL GROUP	8695 SPECTRUM CENTER BLVD.				SAN DIEGO	CA	92123	UNITED STATES	-
SIERRA WINDS CON 109	17300 NORTH 68TH AVE.				PEORIA	AZ	85382	UNITED STATES	-
SIERRA WINDS CON 86	17300 NORTH 88TH AVE.				PEORIA	AZ	85382	UNITED STATES	-
SIGNATURE HEALTH ALLIANCE, INC. : BLUEGRASS FH	44 VANTAGE WAY	410			NASHVILLE	TN	37228	UNITED STATES	-
SIGNATURE HEALTHCARE OF BUCKHEAD	54 PEACHTREE PARK DR.				ATLANTA	GA	30309	UNITED STATES	-
SIGNATURE HEALTHCARE OF EAST LOUISVILLE	2529 SIX MILE LANE				LOUISVILLE	KY	40220	UNITED STATES	-
SIGNATURE HEALTHCARE SOUTH LOUISVILLE	1120 CRISTINA RD.				LOUISVILLE	KY	40214	UNITED STATES	-
SIKORSKY AIRCRAFT CORPORATION	6900 MAIN STREET, PO BOX 9729				STRATFORD	CT	06615	UNITED STATES	-
SOLAMOR HOSPICE CORP.	7950 E. PRENTICE AVE.	101			GREENWOOD VILLAGE	CO	80111	UNITED STATES	-
SOLARI HOSPICE CARE CON 109	4648 E. SHEA BLVD.	A230			PHOENIX	AZ	85028	UNITED STATES	-
SOLARI HOSPICE CARE CON 86	4648 E. SHEA BLVD.	A230			PHOENIX	AZ	85028	UNITED STATES	-
SOUTH DAKOTA DEPT. OF CORRECTIONS	PO BOX 5911				SIOUX FALLS	SD	57117	UNITED STATES	-
SOUTH DENVER IMAGING	9780 MT. PYRAMID COURT				ENGLEWOOD	CO	80112	UNITED STATES	-
SOUTH FULTON COUNTY	141 PRYOR STREET, SW				ATLANTA	GA	30303	UNITED STATES	-
SOUTH FULTON MEDICAL CENTER	1170 CLEVELAND AVE.				EAST POINT	GA	30344	UNITED STATES	-
SOUTH WALES FIRE COMPANY	6406 OLEAN RD.	PO BOX 185			SOUTH WALES	NY	14139-0185	UNITED STATES	-
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT	8100 GIGANTIC STREET, ROOM 4401				SAN DIEGO	CA	92154	UNITED STATES	-
SPALDING REHABILITATION HOSPITAL	900 POTOMAC STREET				AURORA	CO	80011	UNITED STATES	-
SPECIAL MOBILITY SERVICES-RIDESOURCE	240 GARFIELD				PORTLAND	OR	97402	UNITED STATES	-
SPECIALTY HOSPICE	5600 GOODMAN ROAD	D			OLIVE BRANCH	MS	38654	UNITED STATES	-
SPRING MILL MEADOWS	2140 W. 86TH ST.				INDIANAPOLIS	IN	46260	UNITED STATES	-
SPRINGDALE VILLAGE CON 109	7255 E. BROADWAY RD.				MESA	AZ	85208	UNITED STATES	-
SPRINGHURST HEALTH & REHAB F/K/A BAPTIST HEALTH	3101 NORTH HURSTBOURNE PARKWAY				LOUISVILLE	KY	40241	UNITED STATES	-
ST. ALBERT CATHOLIC SCHOOLS	400 GLEASON AVENUE				COUNCIL BLUFFS	IA	51503	UNITED STATES	-
ST. FRANCIS MEDICAL CENTER	3630 E. IMPERIAL HIGHWAY				LYNWOOD	CA	90262	UNITED STATES	-

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Contract Counterparty	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country	Cure Amount
ST. FRANCIS MEDICAL CENTER	3630 EAST IMPERIAL HIGHWAY				LYNWOOD	CA	90262	UNITED STATES	-
ST. JUDE HOSPICE OMAHA	10506 BURT CIRCLE				OMAHA	NE	68114	UNITED STATES	-
ST. LUKE'S BEHAVIORAL HOSPITAL	1800 E. VAN BUREN				PHOENIX	AZ	85006	UNITED STATES	-
ST. LUKE'S MEDICAL CENTER	1800 E. VAN BUREN				PHOENIX	AZ	85006	UNITED STATES	-
ST. MARY'S HEALTH SYSTEM, INC.	900 EAST OAK HILL AVENUE				KNOXVILLE	TN	37917	UNITED STATES	-
ST. MATTHEWS MANOR	227 BROWNS LANE				LOUISVILLE	KY	40207	UNITED STATES	-
ST. PAUL'S HERMITAGE	501 N 17TH AVE				BEECH GROVE	IN	46107	UNITED STATES	-
ST. VINCENT HOSPITAL & HEALTH CARE CENTER	2001 WEST 86TH ST.				INDIANAPOLIS	IN	46260	UNITED STATES	-
ST. VINCENT MEDICAL CENTER	2131 WEST THIRD STREET				LOS ANGELES	CA	90057	UNITED STATES	-
STRYKERSVILLE RESCUE	495 MINKEL ROAD				STRYKERSVILLE	NY	14145	UNITED STATES	-
SUN CITY FIRE DISTRICT (PMT)	18602 N. 99TH AVE.				SUN CITY	AZ	85373	UNITED STATES	-
SUN CITY FIRE DISTRICT (SW GENERAL)	18602 N. 99TH AVE.				SUN CITY	AZ	85373	UNITED STATES	-
SUN GROVE VILLAGE CARE CENTER CON 109	20625 NORTH LAKE PLEASANT DRIVE				PEORIA	AZ	85382	UNITED STATES	-
SUN HEALTH LA LOMA CARE CENTER CON 109	14154 SOUTH DENNY BLVD.				LITCHFIELD PARK	AZ	85340	UNITED STATES	-
SUN HEALTH LA LOMA CARE CENTER CON 86	14154 SOUTH DENNY BLVD.				LITCHFIELD PARK	AZ	85340	UNITED STATES	-
SUNCREST HOSPICE, LLC	311 STEELE STREET	225			DENVER	CO	80206	UNITED STATES	-
SUNRISE HOSPICE	105 N. PASADENA				GILBERT	AZ	85233	UNITED STATES	-
SUNRISE VIEW CONVALESCENT CENTER	2520 MADISON STREET				EVERETT	WA	98203	UNITED STATES	-
SUNS LEGACY PARTNERS, LLC	201 E JEFFERSON ST				PHOENIX	AZ	85004	UNITED STATES	-
SURGICAL ELITE CON 109	10815 W. MCDOWELL RD.	101			AVONDALE	AZ	85323	UNITED STATES	-
SURGICAL ELITE CON 86	10815 W. MCDOWELL RD.	101			AVONDALE	AZ	85323	UNITED STATES	-
SURGICAL SPECIALTY HOSPITAL OF AZ CON 109	6501 N. 19TH AVE.				PHOENIX	AZ	85015	UNITED STATES	-
SURGICAL SPECIALTY HOSPITAL OF AZ CON 86	6501 N. 19TH AVE.				PHOENIX	AZ	85015	UNITED STATES	-
SWEDISH EDMONDS FKA STEVENS HOSPITAL	21601 76TH AVE W				EDMONDS	WA	98026	UNITED STATES	-
TANQUE VERDE VALLEY FD	13651 E LEMHER SHWERIN TRAIL				TUCSON	AZ	85749	UNITED STATES	-
THE ARGYLE	4115 W. 38TH AVE.				DENVER	CO	80212	UNITED STATES	-
THE FORUM AT DESERT HARBOR	13840 N. DESERT HARBOR				PHOENIX	AZ	85381	UNITED STATES	-
THE GARDENS AT MANHATTAN HEALTH & REHAB	300 MANHATTAN AVE.				BUFFALO	NY	14214	UNITED STATES	-
THE HARMAN EYE CLINIC	903 MEDICAL CENTER DRIVE	200			ARLINGTON	WA	98223	UNITED STATES	-
THE MCGUIRE GROUP	560 DELAWARE AVE.				BUFFALO	NY	14202	UNITED STATES	-
THE NEBRASKA MEDICAL CENTER	988412 NEBRASKA MEDICAL CENTER				OMAHA	NE	68198-8412	UNITED STATES	-
THE PAT TILLMAN FOUNDATION	2141 E. BROADWAY	115			TEMPE	AZ	85282	UNITED STATES	-
THE PAVILION	1406 MEDICAL CENTER DRIVE				LEBANON	TN	37087	UNITED STATES	-
THE RETINA SURGERY CENTER	1750 112TH AVE. NE	D050			BELLEVUE	WA	98004	UNITED STATES	-
TIPTON COUNTY	ONE LIBERTY AVE, COURTHOUSE				COVINGTON	TN	38019	UNITED STATES	-
TMC HEALTHCARE D/B/A TMC HOSPICE CON 54	5301 E. GRANT				TUCSON	AZ	85712	UNITED STATES	-
TORRANCE MEMORIAL MEDICAL CENTER	3330 LOMITA BLVD				TORRANCE	CA	90505	UNITED STATES	-
TOTAL LONGTERM CARE, INC.	200 E. NINTH AVE. 2ND FLOOR				DENVER	CO	80203	UNITED STATES	-
TOUCHSTONE IMAGING, LLC	125 INVERNESS EAST DRIVE	140			ENGLEWOOD	CO	80111	UNITED STATES	-
TOWN OF ALDEN	3311 WENDE ROAD				ALDEN	NY	14004-0180	UNITED STATES	-
TOWN OF ALDEN	3311 WENDE ROAD				ALDEN	NY	14004-0180	UNITED STATES	-
TOWN OF CAMPBELL	8529 MAIN ST.				CAMPBELL	NY	14821	UNITED STATES	-
TOWN OF CAREFREE	100 EASY STREET				CAREFREE	AZ	85377	UNITED STATES	-
TOWN OF CAREFREE MUTUAL AID	100 EASY STREET				CAREFREE	AZ	85377	UNITED STATES	-
TOWN OF CATON	1972 BROWN HOLLOW ROAD				CORNING	NY	14830	UNITED STATES	-
TOWN OF CHEEKTOWAGA	TOWN HALL	3301 BROADWAY			CHEEKTOWAGA	NY	14227	UNITED STATES	-
TOWN OF CHEEKTOWAGA	TOWN HALL	3301 BROADWAY			CHEEKTOWAGA	NY	14227	UNITED STATES	-
TOWN OF CONCORD	86 FRANKLIN ST.				SPRINGVILLE	NY	14141	UNITED STATES	-
TOWN OF CONCORD	86 FRANKLIN ST.				SPRINGVILLE	NY	14141	UNITED STATES	-
TOWN OF ERWIN	117 WEST WATER STREET				PAINTED POST	NY	14870	UNITED STATES	-
TOWN OF EVANS	8787 ERIE ROAD				ANGOLA	NY	14006	UNITED STATES	-
TOWN OF EVANS	8787 ERIE ROAD				ANGOLA	NY	14006	UNITED STATES	-
TOWN OF FARRAGUT	11408 MUNICIPAL CENTER DR.				FARRAGUT	TN	37934	UNITED STATES	-
TOWN OF FOUNTAIN HILLS	16836 E. PALISADES BLVD.				FOUNTAIN HILLS	AZ	85269	UNITED STATES	-
TOWN OF HAMBURG	6100 SOUTH PARK AVE.				HAMBURG	NY	14075	UNITED STATES	-
TOWN OF HAMBURG	6100 SOUTH PARK AVE.				HAMBURG	NY	14075	UNITED STATES	-
TOWN OF LINDLEY	PO BOX 62				LINDLEY	NY	14858	UNITED STATES	-
TOWN OF NEW WHITELAND	500 SWEETBRIAR AVE.				NEW WHITELAND	IN	46184	UNITED STATES	-
TOWN OF NIAGARA	7105 LOCKPORT ROAD				NIAGARA FALLS	NY	14305	UNITED STATES	-
TOWN OF NIAGARA	7105 LOCKPORT ROAD				NIAGARA FALLS	NY	14305	UNITED STATES	-
TOWN OF THURSTON	7507 CO. RTE. 333				CAMPBELL	NY	14821	UNITED STATES	-
TOWN OF WEST SENECA	1250 UNION RD.				WEST SENECA	NY	14224	UNITED STATES	-
TOWN OF WEST SENECA	1250 UNION RD.				WEST SENECA	NY	14224	UNITED STATES	-
TRANS AM AMBULANCE SERVICES, INC.	1658 OLEAN PORTVILLE ROAD				OLEAN	NY	14760	UNITED STATES	-
TRANS AM AMBULANCE SERVICES, INC.	1658 OLEAN PORTVILLE ROAD				OLEAN	NY	14760	UNITED STATES	-
TREVECCA HEALTH AND REHAB	326 MURFREESBORO ROAD				NASHVILLE	TN	37210	UNITED STATES	-
TRINITY HOSPICE OF PHOENIX LLC CON 109	6245 N. 24 PKWY	#200A			PHOENIX	AZ	85016	UNITED STATES	-
TRINITY HOSPICE OF PHOENIX LLC CON 86	6245 N. 24 PKWY	#200A			PHOENIX	AZ	85016	UNITED STATES	-
TUCSON COUNTRY CLUB ESTATES FIRE DISTRICT	4501 E. GRANT RAOD				TUCSON	AZ	85712	UNITED STATES	-
UBH OF PHOENIX LLC DBA VALLEY HOSPITAL CON 109	3550 EAST PINCHOT AVE.				PHOENIX	AZ	85018	UNITED STATES	-
UBH OF PHOENIX LLC DBA VALLEY HOSPITAL CON 86	3550 EAST PINCHOT AVE.				PHOENIX	AZ	85018	UNITED STATES	-
UCSD HEALTH SCIENCES	9500 GILMAN DRIVE MC0602				LA JOLLA	CA	92093	UNITED STATES	-
UNITED GENERAL HOSPITAL	2000 HOSPITAL DRIVE				SEDRO-WOOLLEY	WA	98284	UNITED STATES	-
UNITED HEALTHCARE INSURANCE CO OF NY (EMPIRE)	505 BOICES LANE				KINGSTON	NY	12401	UNITED STATES	-
UNITED HEALTHCARE OF ARIZONA, INC. CON 109	333 E. WETMORE				TUCSON	AZ	85705	UNITED STATES	-

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Contract Counterparty	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country	Cure Amount
UNITED HEALTHCARE OF ARIZONA, INC. CON 54	333 E. WETMORE				TUCSON	AZ	85705	UNITED STATES	-
UNITED HEALTHCARE OF ARIZONA, INC. CON 55	333 E. WETMORE				TUCSON	AZ	85705	UNITED STATES	-
UNITED HEALTHCARE OF ARIZONA, INC. CON 86	333 E. WETMORE				TUCSON	AZ	85705	UNITED STATES	-
UNITED HEALTHCARE OF MIDLANDS	2717 NORTH 118TH CIRCLE				OMAHA	NE	68164	UNITED STATES	-
UNIVERA HEALTHCARE (AN EXCELLUS CO.) [LASALLE AMB]	205 PARK CLUB LANE				BUFFALO	NY	14221-5239	UNITED STATES	-
UNIVERA HEALTHCARE (AN EXCELLUS CO.) [TOWNS AMBUL]	205 PARK CLUB LANE				BUFFALO	NY	14221-5239	UNITED STATES	-
UNIVERSITY OF BUFFALO	224 CROFTS HALL				BUFFALO	NY	14260	UNITED STATES	-
UNIVERSITY OF BUFFALO	224 CROFTS HALL				BUFFALO	NY	14260	UNITED STATES	-
UNIVERSITY OF CALIFORNIA, SAN DIEGO MED CENTER	7197 CONVOY COURT	10			SAN DIEGO	CA	92111	UNITED STATES	-
UNIVERSITY OF COLORADO HOSPITAL AUTHORITY	4210 EAST 11TH AVENUE				DENVER	CO	80210	UNITED STATES	-
UNIVERSITY OF COLORADO HOSPITAL AUTHORITY	PO BOX 6508, MAILSTOP F-449				AURORA	CO	80045-0508	UNITED STATES	-
UNIVERSITY OF COLORADO HOSPITAL AUTHORITY LIFELINK	13050 E. SMITH ROAD				AURORA	CO	80011	UNITED STATES	-
UNIVERSITY PHYSICIANS HEALTHCARE CON 54	575 E. RIVER ROAD				TUCSON	AZ	85704	UNITED STATES	-
USC - STUDENT HEALTH CENTER	849 WEST 34TH ST.				LOS ANGELES	CA	90089	UNITED STATES	-
USC UNIVERSITY HOSPITAL (KECK SCHOOL OF MEDICINE)	1500 SAN PABLO ST				LOS ANGELES	CA	90033	UNITED STATES	-
VALLEY OF THE SUN HOSPICE ASSOCIATION (CON 86)	2601 EAST THOMAS ROAD	100			PHOENIX	AZ	85016	UNITED STATES	-
VALLEY OF THE SUN HOSPICE ASSOCIATION CON 109	2601 EAST THOMAS ROAD	100			PHOENIX	AZ	85016	UNITED STATES	-
VANDERBILT STALLWORTH REHAB HOSP	2201 CHILDREN'S WAY				NASHVILLE	TN	37212	UNITED STATES	-
VERDUGO HILLS HOSPITAL	1812 VERDUGO BLVD.				GLENDALE	CA	91208	UNITED STATES	-
VETERANS AFFAIRS SOUTHERN ARIZONA VA-TUCSON	3601 S. 6TH AVE., BLDG #45, RM 108	9-90C			TUCSON	AZ	85723	UNITED STATES	-
VETERANS AFFAIRS SOUTHERN ARIZONA VA-YUMA	3601 S. 6TH AVE., BLDG #45, RM 108	9-90C			TUCSON	AZ	85723	UNITED STATES	-
VHS OF ARROWHEAD DBA ARROWHEAD HOSPITAL	18701 N. 67TH AVE.				GLENDALE	AZ	85308	UNITED STATES	-
VIBRA HOSPITAL	8451 PEARL STREET				THORNTON	CO	80229	UNITED STATES	-
VILLA MANOR CARE CENTER	7950 WEST MISSISSIPPI AVE.				LAKEWOOD	CO	80226	UNITED STATES	-
VILLAGE OF ALDEN	13336 BROADWAY				ALDEN	NY	14004	UNITED STATES	-
VILLAGE OF ALDEN	13336 BROADWAY				ALDEN	NY	14004	UNITED STATES	-
VILLAGE OF EAST AURORA	571 MAIN STREET				EAST AURORA	NY	14052	UNITED STATES	-
VILLAGE OF EAST AURORA	571 MAIN STREET				EAST AURORA	NY	14052	UNITED STATES	-
VILLAGE PARK HEALTH CARE CENTER	300 GLEED AVENUE				EAST AURORA	NY	14052	UNITED STATES	-
VIRGINIA MASON KIRKLAND	13014 120TH AVE. NE				KIRKLAND	WA	98034	UNITED STATES	-
VISITING NURSE ASSOCIATION OF MIDLANDS	12565 W. CENTER ROAD	100			OMAHA	NE	68144	UNITED STATES	-
VISITING NURSE HOSPICE AT HOME	390 GRANT ST.				DENVER	CO	80203	UNITED STATES	-
VISTACARE HOSPICE	391 QUARTERMASTER COURT				JEFFERSONVILLE	IN	47130	UNITED STATES	-
VISTACARE OF TUCSON CON 54	5099 E. GRANT RD.	131			TUCSON	AZ	85712	UNITED STATES	-
VISTACARE OF TUCSON CON 55	5099 E. GRANT RD.	131			TUCSON	AZ	85712	UNITED STATES	-
VISTACARE USA DBA GENTIVA HOSPICE	4350 WADSWORTH BLVD	250			WHEAT RIDGE	CO	80033-4634	UNITED STATES	-
VISTACARE USA, INC.	1355 SOUTH COLORADO BLVD.	C120			DENVER	CO	80222	UNITED STATES	-
VISTACARE USA, INC. DBA GENTIVA HOSPICE	4350 WADSWORTH BLVD.	250			WHEAT RIDGE	CO	80033	UNITED STATES	-
VITAS HEALTHCARE CORP. OF CA	598 S. GRAND AVE.				COVINA	CA	91723	UNITED STATES	-
VITAS HEALTHCARE CORP. OF CA	9655 GRANITE RIDGE DRIVE	300			SAN DIEGO	CA	92123	UNITED STATES	-
WA COUNTIES VETERANS AFFAIR MED CTR-FEDERAL	77 WAINWRIGHT DRIVE				WALLA WALLA	WA	99362	UNITED STATES	-
WELLINGTON HEALTHCARE PROPERTIES, LP	5081 EASLEY				MILLINGTON	TN	38053	UNITED STATES	-
WESTERN HILLS HEALTH CARE CENTER	1625 CARR STREET				LAKEWOOD	CO	80214	UNITED STATES	-
WESTERN MEDICAL CENTER ANAHEIM	1025 SOUTH ANAHEIM BLVD.				ANAHEIM	CA	92805	UNITED STATES	-
WESTERN MEDICAL CENTER SANTA ANA	1001 NORTH TUSTIN AVENUE				SANTA ANA	CA	92705	UNITED STATES	-
WESTERN REGIONAL MED CENTER CON 109	14200 W. FILMORE STREET				GOODYEAR	AZ	85338	UNITED STATES	-
WESTERN REGIONAL MED CENTER CON 86	14200 W. FILMORE STREET				GOODYEAR	AZ	85338	UNITED STATES	-
WESTMINSTER TERRACE RETIREMENT	2116 BUECHEL BANK RD.				LOUISVILLE	KY	40218	UNITED STATES	-
WESTMINISTER VILLAGE DBA WEYRICH CON 109	12000 N. 90TH STREET				SCOTTSDALE	AZ	85260	UNITED STATES	-
WESTMINISTER VILLAGE DBA WEYRICH CON 86	12000 N. 90TH STREET				SCOTTSDALE	AZ	85260	UNITED STATES	-
WESTMINSTER VILLAGE DBA WEYRICH	12000 N. 90TH ST.				SCOTTSDALE	AZ	85260	UNITED STATES	-
WHEAT RIDGE MANOR NURSING HOME	2920 FENTON STREET				WHEAT RIDGE	CO	80214	UNITED STATES	-
WHITE MEMORIAL MEDICAL CENTER	1720 CESAR CHAVEZ AVENUE				LOS ANGELES	CA	90033	UNITED STATES	-
WHITELAND VOLUNTEER FIRE DEPT.	141 S. STATE STREET				WHITELAND	IN	46184	UNITED STATES	-
WILLIAMSON MEDICAL CENTER	4321 CAROTHERS PKWY				FRANKLIN	TN	37067	UNITED STATES	-
WILLOWS AT WINCHESTER CARE AND REHAB	32 MEMORIAL DRIVE				WINCHESTER	TN	37398	UNITED STATES	-
YORKSHIRE VOLUNTEER FIRE DEPT.	PO BOX 109				YORKSHIRE	NY	14173	UNITED STATES	-
YUMA REGIONAL MEDICAL CENTER	2400 S. AVENUE A				YUMA	AZ	85364	UNITED STATES	-
YUMA REGIONAL MEDICAL CENTER CON 65	2400 S. AVENUE A				YUMA	AZ	85364	UNITED STATES	-
YUMA REHABILITATION HOSPITAL CON 65	901 WEST 24TH STREET				YUMA	AZ	85364	UNITED STATES	-
Kindred Healthcare	40 E INDIANOLA				PHOENIX	AZ	85012	United States	-
San Leandro Surgery Center	15035 E 14th St				San Leandro	CA	94578	United States	-
Suncrest Home Health and Hospice	811 STEELE STREET	225			DENVER	CO	80206	United States	-
Alameda Alliance Joint Powers Authority	1240 South Loop Road				ALAMEDA	CA	94502	United States	-
1031 HOLDER, LLC.	70 W. FT. LOWELL RD.				TUCSON	AZ	85705-3810	UNITED STATES	-
1050 ELISEO, LLC	1050 N. ELISEO C. FELIX WAY 15				AVONDALE	AZ	85323	UNITED STATES	-
107 UNION HILLS	18700 N. 107TH AVE. 15 & 16				SUN CITY	AZ	85373	UNITED STATES	-
109 GASOLINE ALLEY, LLC	109 GASOLINE ALLEY				INDIANAPOLIS	IN	46222	UNITED STATES	-
1135, LLC	1135 VERSAILLES RD.				LEXINGTON	KY	40508-3115	UNITED STATES	-
313 W. 2ND STREET, LLC	313 W. 2ND STREET				CASA GRANDE	AZ	85222	UNITED STATES	-
730 DILLARD STREET, LLC	728 SOUTH DILLARD STREET				WINTER GARDEN	FL	34787	UNITED STATES	-
A-1 MINI STORAGE	1935 REDWOOD AVE.				GRANTS PASS	OR	97527	UNITED STATES	-
A-FAMILY DISCOUNT STORAGE	3939 NORTH ROMERO ROAD				TUCSON	AZ	85705	UNITED STATES	-
ACTION TOWER SITES, LLC.	4227 N. 88TH ST.				MESA	AZ	85209	UNITED STATES	-
AEROPLEX AVIATION	3355 E. SPRINGS ST. - HANGER 16				LONG BEACH	CA	90806	UNITED STATES	-

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AEROPLEX AVIATION	3355 E. SPRINGS ST. 301				LONG BEACH	CA	90806	UNITED STATES	-
AG PLUS LLC - LIBERTY	2281 W. STATE ROUTE 44				LIBERTY	IN	47353	UNITED STATES	-
AIR EVAC SERVICES, INC.	2710 E. OLD TOWER RD.				PHOENIX	AZ	85034-6001	UNITED STATES	-
AIRPORT BOULEVARD BUSINESS CENTER, RLLP	231 AIRPORT BOULEVARD UNIT ""E""				AURORA	CO	80011	UNITED STATES	-
ALCOA CITY CENTER, L.P.	296 E. HOWE STREET				ALCOA	TN	37921	UNITED STATES	-
ALLEGRO APARTMENTS	26805 171ST PLACE SE APT G104				COVINGTON	WA	98042	UNITED STATES	-
ALLEN, ORVILLE W.	1705 E. UNIVERSITY RD.				MESA	AZ	85203	UNITED STATES	-
ALMER, EUGENE R.	7432 E. CAMELBACK ROAD				SCOTTSDALE	AZ	85251	UNITED STATES	-
ANTENNA SITES, INC	7725 EST REDFIELD, SUITE 101				SCOTTSDALE	AZ	85260	UNITED STATES	-
APACHE JUNCTION FIRE DISTRICT	7557 E. US HIGHWAY 60				APACHE JUNCTION	AZ	85219	UNITED STATES	-
ARSENAULT OLSON FAMILY TRUST	40 BERRY DRIVE				PACHECO	CA	94553	UNITED STATES	-
ARYAN	15944 E. WILLIS RD.				GILBERT	AZ	85296-7518	UNITED STATES	-
BAMA RETAIL LLC	7520 S. RURAL RD A-8				TEMPE	AZ	85283	UNITED STATES	-
BARCLAY/PLEASANT VALLEY, LLC	9811 W. HAPPY VALLEY ROAD 1400				PEORIA	AZ	85383	UNITED STATES	-
BELL COTTON, LLC	17058 W. BELL RD				SURPRISE	AZ	85374	UNITED STATES	-
BELL, ALAN	55 E. MAIN ST.				NELLISTON	NY	14052-2353	UNITED STATES	-
BENDER COMMERCIAL REAL ESTATE SERVICES/ MSB, LLC.	3512 W. 51ST. STREET				SIOUX FALLS	SD	57108	UNITED STATES	-
BGK CENTRAL AURORA OPERATING ASSOCIATES, LP	13900 EAST HARVARD AVENUE 111				AURORA	CO	80014	UNITED STATES	-
BISHOP, KENNETH	4839 HIGHWAY 411				CLEVELAND	TN	37323	UNITED STATES	-
BLAIR, DANIELLE & SCHUMACHER, ED	32 NORTH DANSVILLE ST				COHOCTON	NY	14826	UNITED STATES	-
BOULDER II, LLC	950 WEST MAIN STREET				BUSHNELL	FL	33513	UNITED STATES	-
BRENTON, LLC	100 CRESCENT DRIVE				COLLIERVILLE	TN	38017	UNITED STATES	-
BROADWAY & WARREN, LLC.	1628 E. BROADWAY RD.				TUCSON	AZ	85719-5929	UNITED STATES	-
BUFFALO ECONO LODGE	4344 MILESTRIP RD.				BLASDELL	NY	14219	UNITED STATES	-
BUFFALO ECONO LODGE	4344 MILESTRIP RD.				BLASDELL	NY	14219	UNITED STATES	-
CAKK VENTURE, LLC	502 S. DOBSON RD. 15				MESA	AZ	85202-1838	UNITED STATES	-
CANYON HEIGHTS APARTMENTS	550 N. PANTANO RD 160				TUCSON	AZ	85710	UNITED STATES	-
CASE FAMILY INVESTMENTS, LLC/SYCAMORE HILLS OFFICE	5994 SOUTH PRINCE STREET 102				LITTLETON	CO	80120	UNITED STATES	-
CEDAR KEY ASSOCIATES, L.P.	525 DUKE ROAD				CHEEKTOWAGA	NY	14225	UNITED STATES	-
CEDAR KEY ASSOCIATES, L.P.	525 DUKE ROAD				CHEEKTOWAGA	NY	14225	UNITED STATES	-
CENTRAL POINT - ANTHEM EQUITY GROUP, INC.	3961 E. SPEEDWAY BLVD. 408				TUCSON	AZ	85712	UNITED STATES	-
CENTURY INVESTMENTS, LLC.	9550 W. VAN BUREN 17-B				TOLLESON	AZ	85353-2826	UNITED STATES	-
CHABOYA, CHRISTOPHER I.	966 E. HUGHES ACCESS				TUCSON	AZ	85706-9518	UNITED STATES	-
CITY OF ENCINITAS	1010 SECOND AVE. 400				SAN DIEGO	CA	92101	UNITED STATES	-
CITY OF EVERETT	2930 WETMORE AVE. WALL STREET BUILDING				EVERETT	WA	98201	UNITED STATES	-
CITY OF LITCHFIELD PARK	105 WEST DESERT AVENUE				LITCHFIELD PARK	AZ	85340	UNITED STATES	-
CITY OF MARICOPA - STA 571	20945 NORTH PORTER ROAD				MARICOPA	AZ	85238	UNITED STATES	-
CITY OF MARICOPA - STA 574	44925 WEST ALTERRA PARKWAY				MARICOPA	AZ	85238	UNITED STATES	-
CITY OF MARICOPA- STA 572	36930 W. BOWLIN RD.				MARICOPA	AZ	85138	UNITED STATES	-
CITY OF SCOTTSDALE	2857 N. MILLER ROAD				SCOTTSDALE	AZ	85257	UNITED STATES	-
CITY OF SCOTTSDALE	31802 N. PIMA RD				SCOTTSDALE	AZ	85266	UNITED STATES	-
CITY OF SOLANA BEACH	500 LOMAS SANTA FE				SOLANA BEACH	CA	92075	UNITED STATES	-
CITY OF SUNNYVALE	700 ALL AMERICAN WAY				SUNNYVALE	CA	94086	UNITED STATES	-
CITY OF TEMPE C/O JUAN FLORES	PO BOX 5002				TEMPE	AZ	85280	UNITED STATES	-
CLEVELAND PROPERTY	1410 JACKSON ST.				MADISON COUNTY	IN	46016	UNITED STATES	-
COLOR CUTTING	37402 N. CAVE CREEK RD.				CAVE CREEK	AZ	85331-8855	UNITED STATES	-
COMMERCE SWA	3759 N. COMMERCE DR.				TUCSON	AZ	85705-6911	UNITED STATES	-
COMPLETE INVESTMENTS, LLC	302 NORTH COLLEGE ST				GLENCOE	AL	35905	UNITED STATES	-
COOLIDGE, LLC	360 S. ARIZONA AVENUE				COOLIDGE	AZ	85228	UNITED STATES	-
COPELAND, ROBERT & ALISLAND, STEVEN	481 SOUTHSIDE RD.				GRANTS PASS	OR	97527	UNITED STATES	-
CORRYTON	9337 DAVIS LN.				CORRYTON	TN	37721	UNITED STATES	-
COUNTRY GABLES APTS	1112 9 ST SE B14				PUYALLUP	WA	98372	UNITED STATES	-
COVE CREEK	1332 TIMBERGROVE RD.				KNOXVILLE	TN	37919	UNITED STATES	-
CRANFORD, WILLIAM R.	1516 W. GRAND AVE.				GADSDEN	AL	35904	UNITED STATES	-
CRUZ	401 N. 104TH ST.				MESA	AZ	85207-2410	UNITED STATES	-
D & P, LLC	5921 ""F"" STREET				OMAHA	NE	68117	UNITED STATES	-
DAN GREEN ENGINEERING, INC.	3230 TRIANGLE DR. SE 2				SALEM	OR	97302	UNITED STATES	-
DAVISON FAMILY TRUST C/O PEAK INVESTOR GROUP	4501 E. MAIN ST. 207				MESA	AZ	85205-7909	UNITED STATES	-
DEAN/CARSON GRAPE, LLC	6100 W, 54TH AVE.				ARVADA	CO	80002	UNITED STATES	-
DICKINSON, CASON A.	3715 VULCAN DRIVE				NASHVILLE	TN	37211	UNITED STATES	-
DOUBLE G ZUNI MEDICAL PLAZA, LLC	9295 E. THUNDERBIRD STE 102				SCOTTSDALE	AZ	85260	UNITED STATES	-
DROF - I-5	2240 N. SCOTTSDALE ROAD 5				TEMPE	AZ	85281	UNITED STATES	-
DUGAN, J. LAMAR	1130 WEST MADISON AVENUE				ATHENS	TN	37303	UNITED STATES	-
DUNN, TIMOTHY & EILEEN	2029 S. ARIZONA AVE.				YUMA	AZ	85364	UNITED STATES	-
EAST CONCORD	9413 GENESEE RD.				EAST CONCORD	NY	14055-9701	UNITED STATES	-
EAST CONCORD	9413 GENESEE RD.				EAST CONCORD	NY	14055-9701	UNITED STATES	-
ECG NEW PALO VERDE LLC	10953 NORTH FRANK LLOYD WRIGHT BOULEVARD 103				SCOTTSDALE	AZ	85259	UNITED STATES	-
EISENBERG CANYON TRAILS DEVELOPMENT II LLC	560 N. ESTRELLA PARKWAY				PHOENIX	AZ	85016	UNITED STATES	-
EJC PROPERTIES	2224 N. CRAYCROFT 105				TUCSON	AZ	85712-2830	UNITED STATES	-
ERLANGER PROPERTIES, LLC	30 KENTON LANDS ROAD				ERLANGER	KY	41018	UNITED STATES	-
EUGENE L. DERFLER FAMILY TRUST	1779 FRONT ST.				SALEM	OR	97301	UNITED STATES	-
EVANS & EVANS, LLP.	1308 S. CHAMBERS RD.				AURORA	CO	80017	UNITED STATES	-
EVERETT	520 & 521 1/2 WASHINGTON ST.				MARYVILLE	TN	37804	UNITED STATES	-
EYETOOTH (S&G MANAGEMENT)	110 S. IDAHO RD. 150				APACHE JUNCTION	AZ	85219-2379	UNITED STATES	-
FARGO, LLC	1265 S. BERTELSEN ROAD				EUGENE	OR	97405	UNITED STATES	-

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Contract Counterparty	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country	Cure Amount
FIELDS, BLAIR R.	2005 1ST AVE. NORTH				PELL CITY	AL	35125	UNITED STATES	-
FIRST CALIFORNIA	3350 PEORIA 100				AURORA	CO	80010-1484	UNITED STATES	-
FIRST CALIFORNIA INVESTMENTS	3350 PEORIA 100				AURORA	CO	80010-1484	UNITED STATES	-
FOOTHILL MEDICAL DENTAL CENTER	877 WEST FREEMONT AVENUE				SUNNYVALE	CA	94087	UNITED STATES	-
FORT ROCK, LLC	2333 SOUTH G STREET				TACOMA	WA	98466	UNITED STATES	-
G.E.M. CAPITAL MANAGEMENT LLC	12600 NORTH 113TH AVENUE C-17				YOUNGTOWN	AZ	85363	UNITED STATES	-
GALLOWS POINT PARTNERS, LLC	10140 GALLOWS POINT DRIVE				KNOXVILLE	TN	37931	UNITED STATES	-
GATEWAY SOUTH, LLC #1	5750 KOPETSKY DRIVE B				INDIANAPOLIS	IN	46217	UNITED STATES	-
GF PIMA OWNER 7, LLC	9165 E. DEL CAMINO 160				SCOTTSDALE	AZ	85258	UNITED STATES	-
GFO INVESTMENTS, LLC	10525 A CHESTER ROAD				CINCINNATI	OH	45215	UNITED STATES	-
GILLIGAN AUGUSTA RANCH, L.L.C.	9303 E. BASELINE ROAD B105				MESA	AZ	85209	UNITED STATES	-
GOLDMANN VENTURES	3761 W. CROMWELL RD.				TUCSON	AZ	85741-2028	UNITED STATES	-
GREEN VALLEY	3005 S. CAMINO DEL SOL				GREEN VALLEY	AZ	85614-1295	UNITED STATES	-
GROSH	5566 MONUMENT DR.				GRANTS PASS	OR	95727-5400	UNITED STATES	-
GUERRIERO, MARCELLA	219 W. STEELE ST.				HERKIMER	NY	14052-2353	UNITED STATES	-
GUESS, EMORY R. & GUESS, VIVIAN L.	106 N C - 420				LAKE PANASOFFKEE	FL	33538	UNITED STATES	-
HAMPDEN PARK C/O CHERRY CREEK HOA	14901 E. HAMPDEN AVE. B-1				AURORA	CO	80014	UNITED STATES	-
HAROKNOCKS LIMITED PARTNERSHIP	10820 SOUTH HENSLEY				YUMA	AZ	85364	UNITED STATES	-
HARRINGTON, CAL & JOANNE	3620 W. 8TH ST.				YUMA	AZ	85364-2585	UNITED STATES	-
HARTMANN	4728 OLD WINTER GARDEN RD.				ORLANDO	FL	32811-1739	UNITED STATES	-
HAVANA OFFICE PARK	50 S. HAVANA 501-F				AURORA	CO	80012	UNITED STATES	-
HAWKINS PROPERTY GROUP, LLC	2100 HAWKINS ROAD				RICHMOND	IN	47374	UNITED STATES	-
HCP, INC	175 N. JACKSON AVENUE 106				SAN JOSE	CA	95116	UNITED STATES	-
HEATER INVESTMENTS	1833 E. SKYLINE DR.				TUCSON	AZ	85704-1122	UNITED STATES	-
HEISKELL VOLUNTEER FIRE DEPARTMENT	9444 HEISKELL ROAD				HEISKELL	TN	37754	UNITED STATES	-
HELLAND, CAROLE A.	15270 W. BROOKSIDE LANE 101				SUPRISE	AZ	85374	UNITED STATES	-
HTA-SC ROYAL OAKS, LLC	13203 NORTH 103RD AVENUE SUITE G4				SUN CITY	AZ	85351	UNITED STATES	-
HUFF	209 GILBERT FERRY RD. 3				ATTALLA	AL	35954-3629	UNITED STATES	-
I/O DATA CENTER	8521 E. PRINCESS DRIVE				SCOTTSDALE	AZ	85255	UNITED STATES	-
INLAND AMERICAN/STEPHENS VENTURES, LLC	550 SYCAMORE DRIVE				MILPITAS	CA	95035	UNITED STATES	-
INVESTORS PROPERTY MANAGEMENT GROUP, INC	5550 OBERLIN DRIVE A				SAN DIEGO	CA	92121	UNITED STATES	-
INVESTORS PROPERTY MANAGEMENT GROUP, INC	5550 OBERLIN DRIVE A				SAN DIEGO	CA	92121	UNITED STATES	-
J & J REALTY, LLC	2204 EAST CHAMBERS DRIVE				BOONEVILLE	MS	38829	UNITED STATES	-
J.S.N. HOLDINGS	5171 CANAL RD.				CUYAHOGA	OH	44125	UNITED STATES	-
JAMES, BILLY	2375 FOOTHILL BLVD. B & C				GRANTS PASS	OR	97527	UNITED STATES	-
JANUS DEVELOPMENT, INC	821 MOUNT TABOR ROAD 112				NEW ALBANY	IN	47150	UNITED STATES	-
JIM AGEE & HAYNES PARTNERS	1028A WEST MAIN STREET				LEBANON	TN	37087	UNITED STATES	-
JIMMART REALTY, INC	6749 W. BETHANY HOME RD. 103				GLENDALE	AZ	85303	UNITED STATES	-
JOHNSON MEMORIAL HOSPITAL	1125 W. JEFFERSON ST. PO BOX 549				FRANKLIN	IN	46131-2140	UNITED STATES	-
JOHNSTON, TOM	325 OLD STAGE RD.				SUNNY VALLEY	OR	97497-9742	UNITED STATES	-
JOSEPH STELLO TRUST	1055 WEST COLUMBIA WAY 108				LANCASTER	CA	93534	UNITED STATES	-
KDCNC, LLC	17650 W. ELLIOT RD A-100				GOODYEAR	AZ	85338	UNITED STATES	-
KING MOUNTAIN PROPERTIES	298 MAIN STREET				DUCKTOWN	TN	37326	UNITED STATES	-
LAKE FOREST INDUSTRIAL PARTNERS, LLC	23942 MCWHORTER WAY				LAKE FOREST	CA	92630	UNITED STATES	-
LAKEVIEW VILLAGE CENTER, LLC	179 EAST RIGLEY RD 111				GILBERT	AZ	85234	UNITED STATES	-
LANCASTER PLAZA, LLC	1880 LANCASTER DR. NE, BLDG E. 111				SALEM	OR	97305	UNITED STATES	-
LEBO, KENT E.	800 WATER STREET				LOGANSPORT	IN	46947	UNITED STATES	-
LEIBOWITZ, RICH	317 N. ELM STREET				GILBERT	AZ	85234	UNITED STATES	-
LEMON AVENUE, LLC	75 S. MAIN STREET				FLORENCE	AZ	85232	UNITED STATES	-
LEWIS	25 E. PULTENEY				CORNING	NY	14830-2208	UNITED STATES	-
LIFEPOINT CORPORATE SERVICES, GENERAL PARTNERSHIP	551 HOSPITAL ROAD				WINCHESTER	TN	37398	UNITED STATES	-
LI VESTED HOLDINGS, LLC	10111 N. EL MIRAGE ROAD				EL MIRAGE	AZ	85335	UNITED STATES	-
LONGMIRE PROPERTIES, LLC	7309 TAZEWELL PIKE				CORRYTON	TN	37721	UNITED STATES	-
LUGE & SONS DEVELOPEMENT, INC.	28353 N. MAIN ST.				QUEEN CREEK	AZ	85242	UNITED STATES	-
LUGE & SONS DEVELOPEMENT, INC.	911 E. HUNT HWY.				QUEEN CREEK	AZ	85242-5239	UNITED STATES	-
LUGE & SONS DEVELOPMENT, INC	7631 E. MAIN STREET				MESA	AZ	85207	UNITED STATES	-
LUGE & SONS DEVELOPMENT, INC	1572 WEST OCOTILLO ROAD				QUEEN CREEK	AZ	85240	UNITED STATES	-
LUGE & SONS DEVELOPMENT, INC.	16805 WEST OLIVE AVENUE				WADDELL	AZ	85355	UNITED STATES	-
LYKE MANAGEMENT, LLC	8705 STRAWBERRY PLAINS PIKE				KNOXVILLE	TN	37924	UNITED STATES	-
MANSFIELD TRI COM	322 AVE. A				SAN MANUEL	AZ	85631-1363	UNITED STATES	-
MARCHANT, THOMAS O.	16309 EAST RIO VERDE DRIVE				SCOTTSDALE	AZ	85262	UNITED STATES	-
MARION CAROLINE KIESEWETTER-HAMILTON	145 WEST MAIN AVE				MORGAN HILL	CA	95037	UNITED STATES	-
MARTINEZ LAKE FIRE DISTRICT	PO BOX 72278				MARTINEZ LAKE	AZ	85365-2003	UNITED STATES	-
MCGRATH RENTCORP	700 ALL AMERICAN WAY				SUNNYVALE	CA	94087	UNITED STATES	-
MCGRATH RENTCORP	1263 YOSEMITE				MILPITAS	CA	95035	UNITED STATES	-
MCGRATH RENTCORP	775 BARBER LANE				MILPITAS	CA	95035	UNITED STATES	-
MCGRATH RENTCORP	795 E ARQUEZ AVE, BLDG - 35130				SUNNYVALE	CA	94087	UNITED STATES	-
MCGRATH RENTCORP	795 E ARQUEZ AVE, BLDG - 45310				SUNNYVALE	CA	94087	UNITED STATES	-
MCGUFFIN PARTNERS	5525 S. NATIONAL DR.				KNOXVILLE	TN	37914	UNITED STATES	-
MCGUFFIN PARTNERS	7210 OLD CLINTON HWY				KNOXVILLE	TN	37921	UNITED STATES	-
MCKAY	121 S. WILLIAMS				SIOUX FALLS	SD	57104	UNITED STATES	-
MCMULLAN PROPERTIES LLC	3007 S. AVE. B				YUMA	AZ	85364-7713	UNITED STATES	-
METRO MINI STORAGE	730 8TH STREET NORTH STORAGE UNIT				BESSEMER	AL	35020	UNITED STATES	-
MISSION SIERRA	2410 S. MISSION RD. 2141				TUCSON	AZ	85713	UNITED STATES	-
MOBILE MINI, INC.	3870 KEARNEY VILLA RD				SAN DIEGO	CA	92123	UNITED STATES	-

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Contract Counterparty	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country	Cure Amount
MODULAR BUILDING CONCEPTS	3305 KEMPER BLVD. 345				SAN DIEGO	CA	92110-4902	UNITED STATES	-
MODULAR	8441 NEW SALEM ST. 303				MIRA MESA	CA	92123-1702	UNITED STATES	-
MOUNTAIN VISTA FIRE DISTRICT	1175 WEST MAGEE RD				TUCSON	AZ	85704	UNITED STATES	-
MRS INVESTMENTS, LLC	5801 23RD DRIVE WEST A				EVERETT	WA	98203	UNITED STATES	-
MULTI CARE HEALTH SERVICES	415 SOUTH J STREET, APARTMENT 7				PIERCE COUNTY	WA	98415	UNITED STATES	-
NEW PLANET RADIO PHX, LLC.	7434 E. STETSON DRIVE SUITE 265				SCOTTSDALE	AZ	85251	UNITED STATES	-
NINETY LLC	3307 GILMORE INDUSTRIAL BLVD.				LOUISVILLE	KY	40213	UNITED STATES	-
NORTHERN MS, LLC	7980 N. 51ST AVE. 106				GLENDALE	AZ	85301	UNITED STATES	-
NORTHMEADOW INVESTORS, LLC & BPG MANAGEMENT CO.	250 HEMBREE PARK DRIVE 112				ROSWELL	GA	30076	UNITED STATES	-
NORTHWEST PLAZA RP-II, LLC	4720 N LA CHOLLA 155				TUCSON	AZ	85705	UNITED STATES	-
OCHO	210 WATT RD.				FARRAGUT	TN	37922	UNITED STATES	-
OCHO	9746 PARKSIDE DR.				KNOXVILLE	TN	37923	UNITED STATES	-
ONONDAGA	422-488 W. ONONDAGA ST.				SYRACUSE	NY	13202	UNITED STATES	-
ORLANDO REGIONAL HEALTHCARE SYSTEM	22 W. LAKE BEAUTY DR. 314A				ORLANDO	FL	32806	UNITED STATES	-
PACESETTER BUSINESS PROPERTIES	3007 S. AVE. B MOBILE HOME				YUMA	AZ	85364	UNITED STATES	-
PACIFIC MOBILE STRUCTURES, INC	1282 N LAWRENCE STATION RD				SUNNYVALE	CA	95020	UNITED STATES	-
PEARSON, MICHAEL	209 W. 9TH STREET				SAFFORD	AZ	85546	UNITED STATES	-
PEORIA OLIVE 101, LLC	9299 W. OLIVE AVE, BUILDING 7 703, 704				PEORIA	AZ	85345	UNITED STATES	-
PEORIA RETAIL PARTNERS, LLC	9015 W. UNION HILLS DRIVE 101				PEORIA	AZ	85382	UNITED STATES	-
PIMA COUNTY DEPARTMENT	32 NORTH STONE AVENUE ROOFTOP				TUCSON	AZ	85701	UNITED STATES	-
PINHEIRO, ALBERT AND VILMA	7880 CHURCH STREET				GILROY	CA	95020	UNITED STATES	-
PINNACLE TOWERS, LLC	1201 S. ALMA SCHOOL ROAD				MESA	AZ	85210	UNITED STATES	-
PRESSLEY, RALPH	8414 OLD RUTLEDGE PIKE				KNOXVILLE	TN	37914	UNITED STATES	-
PROCTOR PROPERTIES	10208 BLUEGRASS RD.				KNOXVILLE	TN	37922	UNITED STATES	-
PROLOGIS LIMITED PARTNERSHIP I	2364 W. WINTON AVENUE BUILDING #1				HAYWARD	CA	94545	UNITED STATES	-
PROLOGIS TLF (FIFE), LLC	2105 51ST AVENUE EAST 200				FIFE	WA	98424	UNITED STATES	-
R & M REAL ESTATE LIMITED	4445 E. BENSON HIGHWAY				TUCSON	AZ	85706-7903	UNITED STATES	-
RAILROAD, LLC	114-116 SALINA STREET				LIVERPOOL	NY	13088	UNITED STATES	-
RANCHO DEVCO, LLC	4549 EAST FORT LOWELL				TUCSON	AZ	85629	UNITED STATES	-
RANCHO SAHUARITA RX, L.L.C.	4549 EAST FORT LOWELL				TUCSON	AZ	85712	UNITED STATES	-
RANCHO SANTA FE FIRE PROTECTION DISTRICT	16936 EL FUEGO STA 1				RANCHO SANTA FE	CA	92067-0410	UNITED STATES	-
RANCHO SANTA FE FIRE PROTECTION DISTRICT	16936 EL FUEGO STA 2				RANCHO SANTA FE	CA	92067-0410	UNITED STATES	-
RANCHO SANTA FE FIRE PROTECTION DISTRICT	16936 EL FUEGO STA 4				RANCHO SANTA FE	CA	92067-0410	UNITED STATES	-
RE & GP WIELAND	8263 WEST THUNDERBIRD ROAD 100-A				PEORIA	AZ	85381	UNITED STATES	-
RELIANCE MANAGEMENT, LLC	13260 W FOXFIRE DRIVE BLDG B #13				SURPRISE	AZ	85374	UNITED STATES	-
RICHLAND TOWERS	3010 DILL RD.				ORLANDO	FL	32820	UNITED STATES	-
RIO VERDE FIRE DISTRICT	25608 N. FOREST RD				RIO VERDE	AZ	85263	UNITED STATES	-
RMD, LLC	2621 LOCKPORT RD.				NIAGRA FALLS	NY	14305-2226	UNITED STATES	-
RMD, LLC	2621 LOCKPORT RD.				NIAGRA FALLS	NY	14305-2226	UNITED STATES	-
RMD, LLC.	461 WILLIAM GAITER PKWY.				BUFFALO	NY	14215-2731	UNITED STATES	-
RMD, LLC.	461 WILLIAM GAITER PKWY.				BUFFALO	NY	14215-2731	UNITED STATES	-
ROLLINS, SAM	3111 OLD MARYVILLE PIKE				KNOXVILLE	TN	37920	UNITED STATES	-
RUSS REED (LEGACY INVESTMENTS)	714-75TH ST. SE #7				EVERETT	WA	98203	UNITED STATES	-
RYAN FUND V, LLC	7529 SOUTH POWER ROAD 102				QUEEN CREEK	AZ	85240	UNITED STATES	-
S&G LEASING, LLC	3755 N. BUSINESS CENTER DRIVE				TUCSON	AZ	85705	UNITED STATES	-
SADDLE ROCK AURORA, LLC	6040 SOUTH GUN CLUB ROAD G-2				AURORA	CO	80014	UNITED STATES	-
SANTA CLARA COUNTY FIRE DEPARTMENT	14700 WINCHESTER BLVD				LOS GATOS	CA	95032	UNITED STATES	-
SANTA CRUZ BUSINES SUITES GROUP, L.L.C.	3738 WEST COMMONWEALTH AVE 18				CHANDLER	AZ	85226	UNITED STATES	-
SARATOGA FIRE PROTECTION DISTRICT	14380 SARATOGA AVENUE				SARATOGA	CA	95070	UNITED STATES	-
SCHOOLEY BROTHERS CO.	150 YORK ST.				AUBURN	NY	13021	UNITED STATES	-
SCOTTSDALE INVESTMENT PROPERTY, LLC.	9221 E. VIA DE VENTURA				SCOTTSDALE	AZ	85258	UNITED STATES	-
SCRANTON VOLUNTEER FIRE COMPANY	5395 SCRANTON RD.				HAMBURG	NY	14075-2955	UNITED STATES	-
SCRANTON VOLUNTEER FIRE COMPANY	5395 SCRANTON RD.				HAMBURG	NY	14075-2955	UNITED STATES	-
SD FIRE FIGHTERS LOCAL 145	10405 SAN DIEGO MISSION 200				SAN DIEGO	CA	92108-2173	UNITED STATES	-
SHAYKETT 3512 REALTY CO., L.L.C.	310 S. CLEVELAND AVE.				SIOUX FALLS	SD	57103-2011	UNITED STATES	-
SHEFFIELD REALTY	2081 ALTON ROAD A AND B				BIRMINGHAM	AL	35210	UNITED STATES	-
SIERRA EQUITIES, INC	455 N. MESA DRIVE 5				MESA	AZ	85201	UNITED STATES	-
SIMONSON LAND AND CATTLE COMPANY, LLC	1677 E. FLORENCE BLVD 18				CASA GRANDE	AZ	85122	UNITED STATES	-
SLUM REAL ESTATE CO	1122 EAST MIDLOTHIAN				YOUNGSTOWN	OH	44507	UNITED STATES	-
SNOW - RINGHAM, ROBERTA	135 AMANDA AVE.				MARTINSVILLE	IN	46151	UNITED STATES	-
SOFIA USA, LLC	16060 N. 59TH AVE. 1B				GLENDALE	AZ	85306	UNITED STATES	-
SOUTH SANTA CLARA COUNTY FIRE DISTRICT	10810 NO NAME UNO				GILROY	CA	95020	UNITED STATES	-
SOUTHERN BANK	414 NORTH 5TH ST.				POPLAR BLUFF	MO	63901	UNITED STATES	-
SOUTHWEST LAND, LLC	13169 E. 44TH ST.				YUMA	AZ	85367	UNITED STATES	-
SOUZA, ROBERT L.	2250 NORTH PINAL AVENUE 3				CASA GRANDE	AZ	85122	UNITED STATES	-
SPARKLING NEW, LLC	3620 BROADWAY AVE				EVERETT	WA	98201	UNITED STATES	-
SPARTAN PARTNERS, LLC	5651 SHIRLEY PARK DRIVE				BESSEMER	AL	35022	UNITED STATES	-
ST. ELIZABETH HEALTHCARE	101 KIMBERLY LANE				WILLIAMSTOWN	KY	41097	UNITED STATES	-
ST. VINCENT DUNN HOSPITAL	1600 23RD ST				BEDFORD	IN	47421	UNITED STATES	-
STARWEST ASSOCIATES, LLC	10601 N. HAYDEN RD				SCOTTSDALE	AZ	85260	UNITED STATES	-
STARWEST ASSOCIATES, LLC	1501 W. FOUNTAINHEAD PKWY, SUITE 650				TEMPE	AZ	85282	UNITED STATES	-
STARWEST ASSOCIATES, LLC	617 W. MAIN ST. AND 656 W. 1ST AVE				MESA	AZ	85201	UNITED STATES	-
STARWEST ASSOCIATES, LLC	8585 E. BELL RD				SCOTTSDALE	AZ	85260	UNITED STATES	-
STARWEST ASSOCIATES, LLC	222. E. MAIN ST. A, C-218 E.PEPPER PL (SUITE D)				MESA	AZ	85201	UNITED STATES	-
STELLA, ANTHONY	18 MACARTHUR DR. A				COBLESKILL	NY	12043	UNITED STATES	-

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STRIKS PROPERTIES	12638 SATICOY STREET				LOS ANGELES	CA	91605	UNITED STATES	-
SUNNY VALLEY FIRE DEPARTMENT SUPPORT TEAM	375 OLD STAGE RD.				SUNNY VALLEY	OR	97497	UNITED STATES	-
SUNRISE	4700-4820 E. SUNRISE				TUCSON	AZ	85718-4535	UNITED STATES	-
THE BUILDING COMPANY	22313 70TH AVENUE WEST				MOUNTLAKE TERRACE	WA	98043	UNITED STATES	-
THE LAKES APARTMENT PROPERTY, LLC	2725 NORTH POWER ROAD 102				MESA	AZ	85215	UNITED STATES	-
TIFT JR, T.W.	3150 NORMAN BERRY DRIVE				EAST POINT	GA	30344	UNITED STATES	-
TOWN OF ESTILL SPRINGS	312 SOUTH MAIN STREET				ESTILL SPRINGS	TN	37330	UNITED STATES	-
TOWN OF EVANS	8787 ERIE RD.				ANGOLA	NY	14055-9701	UNITED STATES	-
TOWN OF EVANS	8787 ERIE RD.				ANGOLA	NY	14055-9701	UNITED STATES	-
TOWN OF PARADISE VALLEY	6517 E. LINCOLN DR.				PARADISE VALLEY	AZ	85253	UNITED STATES	-
TOWN OF QUEEN CREEK	23488 SOUTH ELLSWORTH ROAD				QUEEN CREEK	AZ	85142	UNITED STATES	-
TOWN OF WINDERMERE	118 W 5TH AVENUE				WINDERMERE	FL	34786	UNITED STATES	-
TRABUCO HILLS 05, LLC	14825 EAST SHEA BOULEVARD				FOUNTAIN HILLS	AZ	85268	UNITED STATES	-
TRIPLE B INVESTMENTS	2202 E. CHAMBERS DR.				BOONEVILLE	MS	38829	UNITED STATES	-
UNIVERSITY PHYSICIANS HEALTHCARE (UPH)	2800 E. AJO WAY				TUCSON	AZ	85713	UNITED STATES	-
VANDER, LLC	1345 VANDER WAY				SAN JOSE	CA	95112	UNITED STATES	-
VILLAGE	575 OAKWOOD AVE.				EAST AURORA	NY	14052-2353	UNITED STATES	-
VILLAGE	575 OAKWOOD AVE.				EAST AURORA	NY	14052-2353	UNITED STATES	-
VILLAGE OF EAST ROCHESTER	254 WEST NY STREET				TOWN/VILLAGE OF EAST ROCHESTER	NY	14445	UNITED STATES	-
WAGONER PLAZA, LLC	8466 WEST PEORIA AVENUE 7				PEORIA	AZ	85345	UNITED STATES	-
WALLACE, JR., CHARLES THOMAS	6505 WEST CENTER STREET				HORN LAKE	MS	38637	UNITED STATES	-
WEAVER BUILDING, LLC	4760 FALCON DR. 109				MESA	AZ	85215-2528	UNITED STATES	-
WEBER PROPERTIES LIMITED PARTNERSHIP	170 S 42ND				SPRINGFIELD	OR	97478	UNITED STATES	-
WEINGARTEN REALTY INVESTORS	1832 E. SOUTHERN AVENUE				TEMPE	AZ	85282	UNITED STATES	-
WESEN-BFO, INC	3121 CLINTON STREET 1				WEST SENECA	NY	14224	UNITED STATES	-
WESEN-BFO, INC	3121 CLINTON STREET 1				WEST SENECA	NY	14224	UNITED STATES	-
WEST END BUSINESS CENTER LLC (BUCKINGHAM)	801 WEST AVENUE				ROCHESTER	NY	14611	UNITED STATES	-
WEST ORANGE HEALTHCARE DISTRICT	2700 OLD WINTER GARDEN ROAD				OCOEE	FL	34761	UNITED STATES	-
WESTERN INDUSTRIAL DEVELOPMENT	1715 B PLEASANT GROVE RD.				HUEYTOWN	AL	35061	UNITED STATES	-
WIGWAM 2020, LLC	3050 N. LITCHFIELD RD 120				GOODYEAR	AZ	85395	UNITED STATES	-
WTVH5 TELEVISION	980 JAMES ST.				SYRACUSE	NY	13203	UNITED STATES	-
YATES	1234 ROBERTSON BRIDGE RD. - MOBILE HOME 5205 AZALEA DR.				GRANTS PASS	OR	97526	UNITED STATES	-
YIM, CHUN B.	1929 W. VISTA WAY E				VISTA	CA	92083	UNITED STATES	-
ACE AMERICAN INSURANCE COMPANY / GREENWOOD INTERNATIONAL	333 SOUTH STREET	SUITE 400			SHREWSBURY	MA	01545	UNITED STATES	-
ADP	ATTN: JOEY ASHOFF	400 W COVINA BLVD			SAN DIMAS	CA	91773	UNITED STATES	-
AMERICA'S JOB EXCHANGE	ATTN: CHRIS TIBBAIS	400 MINUTEMAN RD.			ANDOVER	MA	01810	UNITED STATES	-
AMERICAN BEHAVIORAL	3680 GRANDVIEW PKWY	SUITE 100			BIRMINGHAM	AL	35243	UNITED STATES	-
CIGNA LTD/LIFE	1601 CHESTNUT STREET				PHILADELPHIA	PA	19192-2235	UNITED STATES	-
CIGNA NY STD	240 E. 45TH STREET				NEW YORK	NY	10017	UNITED STATES	-
EXCELLUS	165 COURT ST				ROCHESTER	NY	14647	UNITED STATES	-
FIDELITY MANAGEMENT TRUST COMPANY	82 DEVONSHIRE STREET				BOSTON	MA	02109	UNITED STATES	-
GUARDIAN - PMT	PO BOX 677458				DALLAS	TX	75267-7458	UNITED STATES	-
HYATT LEGAL PLAN	PO BOX 714853				COLUMBUS	OH	43271	UNITED STATES	-
IAFF LOCAL 160 - SW AMB AZ	DBA UNITED EMERGENCY MEDICAL PROFESSIONALS	ATTN: PRES. ADAM LIZARDI	PO BOX 4110		MESA	AZ	85211	UNITED STATES	-
KAISER FOUNDATION CA	PO BOX 749407				LOS ANGELES	CA	90074-9407	UNITED STATES	-
KAISER FOUNDATION CA	PO BOX 232400				SAN DIEGO	CA	92192	UNITED STATES	-
KAISER FOUNDATION CO	2530 S PARKER ROAD				AURORA	CO	80014	UNITED STATES	-
KAISER FOUNDATION GA	3495 PIEDMONT ROAD	NINE PIEDMONT CTR			ATLANTA	GA	30305	UNITED STATES	-
KAISER FOUNDATION OH	1001 LAKESIDE AVENUE	SUITE 1200			CLEVELAND	OH	44114	UNITED STATES	-
KAISER FOUNDATION OR	500 NE MULTNOMAH ST.				PORTLAND	OR	97232	UNITED STATES	-
LAWLOGIX GUARDIAN E-VERIFY (PERFECT COMPLIANCE)	ATTN: BILL HOLMES	PO BOX 27443			TEMPE	AZ	85285	UNITED STATES	-
LINKEDIN	ATTN: MITCHELL METHENEY	2029 STIERLIN CT			MOUNTAIN VIEW	CA	94043	UNITED STATES	-
MET LIFE DENTAL	DEPT LA 21296				PASADENA	CA	91185-1296	UNITED STATES	-
MET LIFE EXEC LIFE & INVESTMENT	MAIL CODE A2-10	13045 TESSON FERRY RD			ST. LOUIS	MO	63128	UNITED STATES	-
MET LIFE EXEC LTD	PO BOX 8500-3895				PHILADELPHIA	PA	19178-3895	UNITED STATES	-
MET LIFE HOME AND AUTO	LOCKBOX #3895	401 MARKET STREET			PHILADELPHIA	PA	19106-3895	UNITED STATES	-
NAVEX-GLOBAL	ATTN: KRASSY ROUSSEVA	13950 BALLANTYNE CORPORATE PL	SUITE 300		CHARLOTTE	NC	28277	UNITED STATES	-
PREMIER - PMT	DEPT #34114	PO BOX 39000			SAN FRANCISCO	CA	94139	UNITED STATES	-
QUEST	30101 RENNER BLVD				LENEXA	KS	66219	UNITED STATES	-
SIGHTCARE - PMT	220 N MCKEMY				CHANDLER	AZ	85226	UNITED STATES	-
SINCLAIR CONSULTING	ATTN: MARY-JANE SINCLAIR	8305 POLK DRIVE			WHARTON	NJ	07885	UNITED STATES	-
SOLLAH INTERACTIVE	ATTN: LORI TEEL	PO BOX 71518			CLIVE	IA	50325	UNITED STATES	-
TRACORP INC.	ATTN: ANDY SCHERMULY	5621 W. BEVERLY LANE			GLENDALE	AZ	85306	UNITED STATES	-
UNITED HEALTH CARE	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	-
UNIVERA	205 PARK CLUB LANE				BUFFALO	NY	14221	UNITED STATES	-
UNUM - PMT	2211 CONGRESS STREET				PORTLAND	ME	04122	UNITED STATES	-
UNUM - RURAL METRO	2211 CONGRESS STREET				PORTLAND	ME	04122	UNITED STATES	-
WORKDAY	ATTN: BRYAN BACON	2033 NORTH MAIN STREET	SUITE 500		WALNUT CREEK	CA	94598	UNITED STATES	-
WORKSCAPE	123 FELTON ST				MARLBOROUGH	MA	01752	UNITED STATES	-
YEAROUT, CHRISTOPHER	10874 E VERBENA LN				SCOTTSDALE	AZ	85255	UNITED STATES	-
Lockton Financial Advisors, LLC/Lockton Investment Advisors, LLC	725 S. Figueroa Street, 35th Floor				LOS ANGELES	CA	90017	UNITED STATES	-
ADVANTAGE FUNDING COMMERCIAL CAPITAL CO	1111 MARCUS AVE STE M27				LAKE SUCCESS	NY	11042	UNITED STATES	-
ADVANTAGE FUNDING COMMERCIAL CAPITAL CO	1111 MARCUS AVE STE M27				LAKE SUCCESS	NY	11042	UNITED STATES	-
ADVANTAGE FUNDING COMMERCIAL CAPITAL CO	1111 MARCUS AVE STE M27				LAKE SUCCESS	NY	11042	UNITED STATES	-
ADVANTAGE FUNDING COMMERCIAL CAPITAL CO	1111 MARCUS AVE STE M27				LAKE SUCCESS	NY	11042	UNITED STATES	-

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Contract Counterparty	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country	Cure Amount
ADVANTAGE FUNDING COMMERCIAL CAPITAL CO	1111 MARCUS AVE STE M27				LAKE SUCCESS	NY	11042	UNITED STATES	-
CAREFUSION SOLUTIONS LLC	25082 NETWORK PLACE				CHICAGO	IL	60673-1250	UNITED STATES	-
CAREFUSION SOLUTIONS LLC	25082 NETWORK PLACE				CHICAGO	IL	60673-1250	UNITED STATES	-
CAREFUSION SOLUTIONS LLC	25082 NETWORK PLACE				CHICAGO	IL	60673-1250	UNITED STATES	-
CIT FINANCE LLC	21719 NETWORK PL				CHICAGO	IL	60673-1217	UNITED STATES	-
CIT FINANCE LLC	21719 NETWORK PL				CHICAGO	IL	60673-1217	UNITED STATES	-
CIT FINANCE LLC	21719 NETWORK PL				CHICAGO	IL	60673-1217	UNITED STATES	-
CIT FINANCE LLC	21719 NETWORK PL				CHICAGO	IL	60673-1217	UNITED STATES	-
CIT FINANCE LLC	21719 NETWORK PL				CHICAGO	IL	60673-1217	UNITED STATES	-
CIT FINANCE LLC	21719 NETWORK PL				CHICAGO	IL	60673-1217	UNITED STATES	-
CIT FINANCE LLC	21719 NETWORK PL				CHICAGO	IL	60673-1217	UNITED STATES	-
CIT FINANCE LLC	21719 NETWORK PL				CHICAGO	IL	60673-1217	UNITED STATES	-
CIT FINANCE LLC	21719 NETWORK PL				CHICAGO	IL	60673-1217	UNITED STATES	-
CIT FINANCE LLC	21719 NETWORK PL				CHICAGO	IL	60673-1217	UNITED STATES	-
CIT FINANCE LLC	21719 NETWORK PL				CHICAGO	IL	60673-1217	UNITED STATES	-
FISHER WIRELESS SERVICES INC	14530 S COMMERCIAL				BLYTHE	CA	92225	UNITED STATES	-
FISHER WIRELESS SERVICES INC	14530 S COMMERCIAL				BLYTHE	CA	92225	UNITED STATES	-
FISHER WIRELESS SERVICES INC	14530 S COMMERCIAL				BLYTHE	CA	92225	UNITED STATES	-
FISHER WIRELESS SERVICES INC	14530 S COMMERCIAL				BLYTHE	CA	92225	UNITED STATES	-
LEFT HAND WATER DISTRICT	PO BOX 210				NIWOT	CO	80544	UNITED STATES	-
PINNACLE TOWERS ASSET HOLDING LLC	PO BOX 277454				ATLANTA	GA	30384-7454	UNITED STATES	-
RICOH USA INC - V8205200188	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES	-
RICOH USA INC - V8205102316	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES	-
RICOH USA INC - V8205201666	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES	-
RICOH USA INC - V8005101746	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES	-
RICOH USA INC - V8005100913	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES	-
RICOH USA INC - V8005101739	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES	-
RICOH USA INC - V8005101517	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES	-
RICOH USA INC - V2205200940	PO BOX 650073				DALLAS	TX	75265-0073	UNITED STATES	-
ARGONAUT INSURANCE CO.	10101 REUNION PLACE SUITE 500				SAN ANTONIO	TX	78216	UNITED STATES	-
ARGONAUT INSURANCE CO.2	10101 REUNION PLACE SUITE 500				SAN ANTONIO	TX	78216	UNITED STATES	-
ARGONAUT INSURANCE CO.3	10101 REUNION PLACE SUITE 500				SAN ANTONIO	TX	78216	UNITED STATES	-
ARGONAUT INSURANCE CO.4	10101 REUNION PLACE SUITE 500				SAN ANTONIO	TX	78216	UNITED STATES	-
ARGONAUT INSURANCE CO.5	10101 REUNION PLACE SUITE 500				SAN ANTONIO	TX	78216	UNITED STATES	-
ARGONAUT INSURANCE CO.6	10101 REUNION PLACE SUITE 500				SAN ANTONIO	TX	78216	UNITED STATES	-
ARGONAUT INSURANCE CO.	10101 REUNION PLACE SUITE 500				SAN ANTONIO	TX	78216	UNITED STATES	-
ARGONAUT INSURANCE CO.	10101 REUNION PLACE SUITE 500				SAN ANTONIO	TX	78216	UNITED STATES	-
PLATTE RIVER INSURANCE COMPANY	350 SANSOME STREET, SUITE #1000				SAN FRANCISCO	CA	94104	UNITED STATES	-
PLATTE RIVER INSURANCE COMPANY2	350 SANSOME STREET, SUITE #1000				SAN FRANCISCO	CA	94104	UNITED STATES	-
PLATTE RIVER INSURANCE COMPANY2	350 SANSOME STREET, SUITE #1000				SAN FRANCISCO	CA	94104	UNITED STATES	-
PLATTE RIVER INSURANCE COMPANY	350 SANSOME STREET, SUITE #1000				SAN FRANCISCO	CA	94104	UNITED STATES	-
PLATTE RIVER INSURANCE COMPANY	350 SANSOME STREET, SUITE #1000				SAN FRANCISCO	CA	94104	UNITED STATES	-
PLATTE RIVER INSURANCE COMPANY	350 SANSOME STREET, SUITE #1000				SAN FRANCISCO	CA	94104	UNITED STATES	-
PLATTE RIVER INSURANCE COMPANY	350 SANSOME STREET, SUITE #1000				SAN FRANCISCO	CA	94104	UNITED STATES	-
PLATTE RIVER INSURANCE COMPANY	350 SANSOME STREET, SUITE #1000				SAN FRANCISCO	CA	94104	UNITED STATES	-
PLATTE RIVER INSURANCE COMPANY	350 SANSOME STREET, SUITE #1000				SAN FRANCISCO	CA	94104	UNITED STATES	-
PLATTE RIVER INSURANCE COMPANY	350 SANSOME STREET, SUITE #1000				SAN FRANCISCO	CA	94104	UNITED STATES	-
PLATTE RIVER INSURANCE COMPANY	350 SANSOME STREET, SUITE #1000				SAN FRANCISCO	CA	94104	UNITED STATES	-
PLATTE RIVER INSURANCE COMPANY	350 SANSOME STREET, SUITE #1000				SAN FRANCISCO	CA	94104	UNITED STATES	-
PLATTE RIVER INSURANCE COMPANY	350 SANSOME STREET, SUITE #1000				SAN FRANCISCO	CA	94104	UNITED STATES	-
PLATTE RIVER INSURANCE COMPANY	350 SANSOME STREET, SUITE #1000				SAN FRANCISCO	CA	94104	UNITED STATES	-
PLATTE RIVER INSURANCE COMPANY	350 SANSOME STREET, SUITE #1000				SAN FRANCISCO	CA	94104	UNITED STATES	-
PLATTE RIVER INSURANCE COMPANY	350 SANSOME STREET, SUITE #1000				SAN FRANCISCO	CA	94104	UNITED STATES	-
PLATTE RIVER INSURANCE COMPANY	350 SANSOME STREET, SUITE #1000				SAN FRANCISCO	CA	94104	UNITED STATES	-
PLATTE RIVER INSURANCE COMPANY	350 SANSOME STREET, SUITE #1000				SAN FRANCISCO	CA	94104	UNITED STATES	-
PLATTE RIVER INSURANCE COMPANY	350 SANSOME STREET, SUITE #1000				SAN FRANCISCO	CA	94104	UNITED STATES	-

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Rural Metro Corporation
AMENDMENTS - Updated Cure Amounts & New Contract Acceptions

Contract Counterparty	Contract Description	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country	Cure Amount
109 GASOLINE ALLEY, LLC	REAL PROPERTY LEASE COMMENCING 07/01/2012	109 GASOLINE ALLEY				INDIANAPOLIS	IN	46222	UNITED STATES	7,794
ACTION CARE AMBULANCE (KAISER SUBCONTRACTOR)	CUSTOMER CONTRACT	PO BOX 2439				PARKER	CO	80134	UNITED STATES	-
ADVANCED AMBULATORY SURGERY CENTER	GENERAL TRANSPORT CONTRACT	652 PALM SPRINGS DRIVE				ALTAMONTE SPRINGS	FL	32701	UNITED STATES	-
ADVANTAGE FUNDING COMMERCIAL CAPITAL CO	VEHICLE LEASE	1111 MARCUS AVE STE M27				LAKE SUCCESS	NY	11042	UNITED STATES	2,767
ADVANTAGE FUNDING COMMERCIAL CAPITAL CO	VEHICLE LEASE	1111 MARCUS AVE STE M27				LAKE SUCCESS	NY	11042	UNITED STATES	2,251
ADVANTAGE FUNDING COMMERCIAL CAPITAL CO	VEHICLE LEASE	1111 MARCUS AVE STE M27				LAKE SUCCESS	NY	11042	UNITED STATES	2,364
ADVANTAGE FUNDING COMMERCIAL CAPITAL CO	VEHICLE LEASE	1111 MARCUS AVE STE M27				LAKE SUCCESS	NY	11042	UNITED STATES	2,645
ADVANTAGE FUNDING COMMERCIAL CAPITAL CO	VEHICLE LEASE	1111 MARCUS AVE STE M27				LAKE SUCCESS	NY	11042	UNITED STATES	2,648
ADVANTAGE FUNDING COMMERCIAL CAPITAL CO	VEHICLE LEASE	1111 MARCUS AVE STE M27				LAKE SUCCESS	NY	11042	UNITED STATES	2,646
ADVANTAGE FUNDING COMMERCIAL CAPITAL CO	VEHICLE LEASE	1111 MARCUS AVE STE M27				LAKE SUCCESS	NY	11042	UNITED STATES	2,734
ADVANTAGE FUNDING COMMERCIAL CAPITAL CO	VEHICLE LEASE	1111 MARCUS AVE STE M27				LAKE SUCCESS	NY	11042	UNITED STATES	2,648
ADVENTIST HEALTH SYSTEMS	GENERAL TRANSPORT CONTRACT	601 E. ROLLINS STREET				ORLANDO	FL	32803	UNITED STATES	-
AIR AMBULANCE NETWORK	GENERAL TRANSPORT CONTRACT	905 MARTIN LUTHER KING JR. DR.	330			TARPON SPRINGS	FL	34689	UNITED STATES	-
AIR AMBULANCE PROFESSIONALS	GENERAL TRANSPORT CONTRACT	1535 S. PERIMETER RD.	HANGER 36 B			FT. LAUDERDALE	FL	33309	UNITED STATES	-
AKRON CHILDREN'S HOSPITAL	GENERAL TRANSPORT CONTRACT	214 W. BOWERY STREET				AKRON	OH	44308	UNITED STATES	-
ALACARE HOME HEALTH & HOSPICE	GENERAL TRANSPORT CONTRACT	2400 JOHN HAWKINS PKWY				BIRMINGHAM	AL	35244	UNITED STATES	-
ALPINE WASTE AND RECYCLING	VENDOR AGREEMENT	7475 E 88TH AVE				COMMERCE CITY	CO	80022	UNITED STATES	1,352
AMEDISYS HOSPICE LLC	GENERAL TRANSPORT CONTRACT	5959 S. SHERWOOD FOREST BLVD.				BATON ROUGE	LA	70816	UNITED STATES	-
AMERICAN ACCESS CARE OF ORLANDO, LLC	GENERAL TRANSPORT CONTRACT	1405 S. ORANGE AVE.	120			ORLANDO	FL	32806	UNITED STATES	-
ANDREWS, JONATHAN	RETENTION BONUS AGREEMENT	3915 149TH ST. SW				LYNNWOOD	WA	98087	UNITED STATES	-
AON	BENEFITS CONSULTING AGREEMENT	2555 E CAMELBACK RD	STE 700			PHOENIX	AZ	850016	UNITED STATES	-
AON HEWITT	DEPENDENT VERIFICATION SERVICES AGREEMENT	100 HALF DAY ROAD				LINCOLNSHIRE	IL	60069	UNITED STATES	17,284
Arizona Office Technology ["AOT"]	VENDOR AGREEMENT	4320 E. Cotton Center Blvd.	Suite 100			Phoenix	Az	85040	UNITED STATES	33,047
ARIZONA PHYSICIANS IPA	GENERAL TRANSPORT CONTRACT	3141 N BRO AVE				PHOENIX	AZ	85013	UNITED STATES	-
ARMOR CORRECTIONAL HEALTH SERVICES OF NY, INC.	GENERAL TRANSPORT CONTRACT	4960 SW 72ND AVE	400			MIAMI	FL	33155	UNITED STATES	-
ARROWHEAD HEALTH CENTERS	MEDICAL SERVICES AGREEMENT	16222 NORTH 99TH AVE	SUITE A-100			GLENDALE	AZ	85306	UNITED STATES	9,855
ATTALLA HEALTHCARE, INC.	GENERAL TRANSPORT CONTRACT	815 STEWART AVENUE SE				ATTALLA	AL	35954	UNITED STATES	-
ATTALLA NURSING ADK, LLC	GENERAL TRANSPORT CONTRACT	915 STEWART AVE.				ATTALLA	AL	35954	UNITED STATES	-
AURORA VOLUNTEER FIRE DEPARTMENT	PARAMEDIC INTERCEPT CONTRACT	PO BOX 73				AURORA	NY	13026	UNITED STATES	-
AVANTE AT ST. CLOUD, INC.	GENERAL TRANSPORT CONTRACT	1301 KANSAS AVE				ST. CLOUD	FL	34769	UNITED STATES	-
BAKER INTERACTIVE SERVICES	VENDOR AGREEMENT	2195 N. NORCROSS TUCKER ROAD				NORCROSS	GA	30071	UNITED STATES	-
BAPTIST MEDICAL CENTER MONTCLAIR	GENERAL TRANSPORT CONTRACT	800 MONTCLAIR ROAD				BIRMINGHAM	AL	35213	UNITED STATES	-
BAPTIST MEDICAL CENTER PRINCETON	GENERAL TRANSPORT CONTRACT	701 PRINCETON AVE.				BIRMINGHAM	AL	35211	UNITED STATES	-
BARTEL, RICHARD	RETENTION BONUS AGREEMENT	34 TERRELL ST				DEPEW	NY	14043	UNITED STATES	-
BAYLEY PLACE NURSING HOME	GENERAL TRANSPORT CONTRACT	960 BAYLEY PLACE DRIVE				CINCINNATI	OH	45233	UNITED STATES	-
BAYSHORE AMBULANCE (KAISER SUBCONTRACTOR)	CUSTOMER CONTRACT	PO BOX 4622	370 HATCH DR.			FOSTER CITY	CA	94404	UNITED STATES	1,306
BEVERLY HEALTH & REHAB CENTER	GENERAL TRANSPORT CONTRACT	1425 YORKLAND RD.				COLUMBUS	OH	43232	UNITED STATES	-
BEVERLY LIVING CENTER	GENERAL TRANSPORT CONTRACT	530 WOLF CREEK ROAD				PELL CITY	AL	35125	UNITED STATES	-
BIRMINGHAM NURSING & REHAB CENTER FORESTDALE, LLC	GENERAL TRANSPORT CONTRACT	1000 DUGAN AVE				BIRMINGHAM	AL	35214	UNITED STATES	-
BIRMINGHAM NURSING AND REHAB-EAST	GENERAL TRANSPORT CONTRACT	738 MARY VANN LANE				BIRMINGHAM	AL	35215	UNITED STATES	-
BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.	PAYOR CONTRACT	4800 DEERWOOD CAMPUS PKWY				JACKSONVILLE	FL	32246	UNITED STATES	-
BROMLEY FIRE DEPARTMENT	911 MUNICIPAL CONTRACT	218 BOONE STREET				BROMLEY	KY	41016	UNITED STATES	-
BROOKWOOD MEDICAL CENTER	GENERAL TRANSPORT CONTRACT	2010 BROOKWOOD MEDICAL CENTER DRIVE				BIRMINGHAM	AL	35209	UNITED STATES	-
CALIFORNIA STRATEGIES & ADVOCACY, LLC	CONSULTING AGREEMENT	980 9TH STREET, SUITE 2000				SACRAMENTO	CA	95814	UNITED STATES	968
CAREGIVERS OF PLEASANT GROVE	GENERAL TRANSPORT CONTRACT	41899 HWY 195				HALEYVILLE	AL	35565	UNITED STATES	-
CAREPOINT, P.C.	CONSULTING AGREEMENT	5600 S. QUEBEC STREET, #312A				GREENWOOD VILLAGE	CO	80111	UNITED STATES	2,250
CARMEL MANOR	GENERAL TRANSPORT CONTRACT	100 CARMEL MANOR DRIVE				FORT THOMAS	KY	41075	UNITED STATES	-
CBRE, INC.	BROKERAGE AGREEMENT	2415 E. CAMELBACK ROAD					AZ	85016	UNITED STATES	5,836
CENTRAL FLORIDA BEHAVIORAL HOSPITAL	GENERAL TRANSPORT CONTRACT	6601 CENTRAL FLORIDA PARKWAY				ORLANDO	FL	32821	UNITED STATES	-
CHASE-PUBLIC POLICY PARTNERS	CONSULTING AGREEMENT	1101 VIA MIL CUMBRES				SOLANA BEACH	CA	92075	UNITED STATES	5,000
CHERRY HILL HEALTHCARE	GENERAL TRANSPORT CONTRACT	1250 JEFFERSONVILLE PARKWAY				BIRMINGHAM	AL	35214	UNITED STATES	-
CHILDREN'S HOSPITAL MEDICAL CENTER	GENERAL TRANSPORT CONTRACT	3333 BURNET AVE. ML 1014				CINCINNATI	OH	45318	UNITED STATES	-
CHOICECARE NETWORK OHIO	GENERAL TRANSPORT CONTRACT	PO BOX 19013				GREEN BAY	WI	54307	UNITED STATES	-
CIGNA HEALTHPLAN OF ARIZONA, INC	PAYOR CONTRACT	11001 N. BLACK CANYON	400			PHOENIX	AZ	85029	UNITED STATES	-
CINTAS DOCUMENT MANAGEMENT	VENDOR AGREEMENT	LOCATION 782	ATTN: RENEE LINEHAN, OFFICE MANAGER	PO BOX 630910		CINCINNATI	OH	45263-0910	UNITED STATES	10,220
CIRCLE CITY MORRISTOWN FIRE DISTRICT ARIZONA	DISPATCH SERVICES AGREEMENT	41026 N. CASTLE HOT SPRINGS ROAD	PO BOX 26			MORRISTOWN	AZ	85342	UNITED STATES	-
CITY EMS (KAISER SUBCONTRACTOR)	CUSTOMER CONTRACT	4275 NORTH HENRY BLVD				STOCKBRIDGE	GA	30281	UNITED STATES	-
CITY OF FAIRFIELD (FAIRFIELD FIRE & RESCUE SERV.)	911 MUNICIPAL CONTRACT	5231 COURT B				FAIRFIELD	AL	35064	UNITED STATES	-
CITY OF FLORENCE	911 MUNICIPAL CONTRACT	775 NORTH MAIN STREET	PO BOX 2670			FLORENCE	AZ	85132	UNITED STATES	37,748
CITY OF GLENDALE	REAL PROPERTY LEASE	5835 WEST PALMAIRE AVENUE				GLENDALE	AZ	85301	UNITED STATES	309,783
CITY OF MESA	SERVICE AGREEMENT	PO BOX 1466				MESA	AZ	85211	UNITED STATES	40,495
CITY OF OCOEE	911 MUNICIPAL CONTRACT	150 N. LAKESHORE DR.				OCOEE	FL	34761	UNITED STATES	-
CITY OF ORLANDO	911 MUNICIPAL CONTRACT	400 S. ORANGE AVENUE				ORLANDO	FL	32801	UNITED STATES	-
CITY OF TACOMA	DISPATCH SERVICES AGREEMENT	PO BOX 11367				TACOMA	WA	98411-0367	UNITED STATES	55
CITY OF TACOMA	WAREHOUSE STORAGE AGREEMENT	901 FAWCETT AVE				TACOMA	WA	98418	UNITED STATES	55
CITY OF TEMPE FIRE DMT	SERVICE AGREEMENT	ATTN: DEBBIE BAIR	PO BOX 5002			TEMPE	AZ	85280	UNITED STATES	80,719
CITY OF WINTER GARDEN	911 MUNICIPAL CONTRACT	300 WEST PLANT STREET				WINTER GARDEN	FL	34787	UNITED STATES	-
CITY OF YOUNGSTOWN	911 MUNICIPAL CONTRACT	420 MARTIN LUTHER KING JR				YOUNGSTOWN	OH	44502	UNITED STATES	-
CIVIC CENTER HEALTH & REHABILITATION, LLC	GENERAL TRANSPORT CONTRACT	1201 NORTH 22ND STREET				BIRMINGHAM	AL	35234	UNITED STATES	-
CIVIGENICS	GENERAL TRANSPORT CONTRACT	PO BOX 540				LISBON	OH	44432	UNITED STATES	-
CLOWARD, PAUL	RETENTION BONUS AGREEMENT	6142 LOUKELTON CIRCLE				SAN DIEGO	CA	92120	UNITED STATES	-
COMMUNITY INS CO DBA ANTHEM BCBS	PAYOR CONTRACT	4361 IRWIN SIMPSON ROAD				MASON	OH	45040	UNITED STATES	6,319
CONCUR TECHNOLOGIES, INC.	LICENSE AGREEMENT	62157 COLLECTIONS CENTER DR.				CHICAGO	IL	60693	UNITED STATES	1,729
COOSA VALLEY NURSING ADK, LLC	GENERAL TRANSPORT CONTRACT	513 PINEVIEW AVE.				GLENCOE	AL	35905	UNITED STATES	-
COVENTRY HEALTH AND LIFE INSURANCE COMPANY	PAYOR CONTRACT	11 STANWIX ST	2300			PITTSBURGH	PA	15222	UNITED STATES	-
COX BUSINESS	COMMERCIAL SERVICES AGREEMENT	1150 W. DEER VALLEY ROAD				PHOENIX	AZ	85027	UNITED STATES	-
COX BUSINESS	COMMERCIAL SERVICES AGREEMENT	1150 W. DEER VALLEY ROAD				PHOENIX	AZ	85027	UNITED STATES	-
COX BUSINESS	COMMERCIAL SERVICES AGREEMENT	1150 W. DEER VALLEY ROAD				PHOENIX	AZ	85027	UNITED STATES	-
COX BUSINESS	COMMERCIAL SERVICES AGREEMENT	1150 W. DEER VALLEY ROAD				PHOENIX	AZ	85027	UNITED STATES	-
COX BUSINESS	COMMERCIAL SERVICES AGREEMENT	1150 W. DEER VALLEY ROAD				PHOENIX	AZ	85027	UNITED STATES	-
COX BUSINESS	COMMERCIAL SERVICES AGREEMENT	1150 W. DEER VALLEY ROAD				PHOENIX	AZ	85027	UNITED STATES	-
CREEKRIDGE CAPITAL LLC	REAL PROPERTY LEASE	ATTN: KURT M. ANDERSON	P.O. BOX 2434			MINNEAPOLIS	MN	55402	UNITED STATES	-
CRITTENDEN FIRE DEPARTMENT	MUTUAL AID-EMT CONTRACT	104 NORTH MAIN STREET, PO BOX 100				CRITTENDEN	KY	41030	UNITED STATES	1,250
CROSSROADS HOSPICE OF NE OHIO, LLC	GENERAL TRANSPORT CONTRACT	1742 GEORGETOWN ROAD				HUDSON	OH	44236	UNITED STATES	-
CROUSE HOSPITAL	GENERAL TRANSPORT CONTRACT	736 IRVING AVE.				SYRACUSE	NY	13210	UNITED STATES	391
DAINDRIDGE NURSING HOME	GENERAL TRANSPORT CONTRACT	31 MARANATHA DR.				YOUNGSTOWN	OH	44509	UNITED STATES	-
DEACONESS HOSPITAL	GENERAL TRANSPORT CONTRACT	311 STRAIGHT STREET				CINCINNATI	OH	45219	UNITED STATES	-
DENVER HEALTH & HOSP AUTHOR (KAISER SUBCONTRACTOR)	CUSTOMER CONTRACT	660 GANNOCK STREET, FIFTH FLOOR				DENVER	CO	80204	UNITED STATES	-
DOBBERSTEIN, SHEA LABAGH	AUDIT FOR PACIFIC BOWERS/SECURIAN 401K AGREEMENT	505 MONTGOMERY STREET	5TH FLOOR			SAN FRANCISCO	CA	94111	UNITED STATES	850
DOCTORS CARE PHYSICIANS, P C	GENERAL TRANSPORT CONTRACT	307 E. MEIGHAN BLVD.				GADSDEN	AL	35903	UNITED STATES	-
DONALD MARTENS & SONS (KAISER SUBCONTRACTOR)	CUSTOMER CONTRACT	6900 LAKE ABRAMS DRIVE				MIDDLEBURG HEIGHTS	OH	44130	UNITED STATES	-

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Rural/Metro Corporation
AMENDMENTS - Updated Cure Amounts & New Contract Acceptions

Contract Counterparty	Contract Description	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country	Cure Amount
4 EAST GLEN, LLC	GENERAL TRANSPORT CONTRACT	53 MEDICAL PARK DRIVE EAST				BIRMINGHAM	AL	35235	UNITED STATES	-
EASTERN GATEWAY COMMUNITY COLLEGE	TRAINING CONTRACT	4000 SUNSET BLVD				STEUBENVILLE	OH	43952	UNITED STATES	-
EASTVIEW HEALTH CARE CENTER	GENERAL TRANSPORT CONTRACT	7755 4TH AVE. SOUTH				BIRMINGHAM	AL	35206	UNITED STATES	-
Elevate	Lobbyist Agreement	ATTN: SCOTT BARRETT, MANAGING MEMBER	16870 W BERNARDO DR	SUITE 400		SAN DIEGO	CA	92127	UNITED STATES	16,290
EVOLUTIONS HEALTHCARE SYSTEMS	PAYOR CONTRACT	7916 EVOLUTIONS WAY				NEW PORT RICHEY	FL	34655	UNITED STATES	-
FAIR HAVEN RETIREMENT CENTER	GENERAL TRANSPORT CONTRACT	1424 MONTCLAIR ROAD				BIRMINGHAM	AL	35210	UNITED STATES	-
FAIRFIELD NURSING & REHAB CENTER	GENERAL TRANSPORT CONTRACT	6825 GRASSELLI ROAD				FAIRFIELD	AL	35064	UNITED STATES	-
FAIRVIEW HEALTH & REHAB	GENERAL TRANSPORT CONTRACT	1028 BESSEMER RD.				BIRMINGHAM	AL	35228	UNITED STATES	-
FIRST ALARM	VENDOR AGREEMENT	1111 ESTATES DR.				APTOS	CA	95003	UNITED STATES	10,763
FIRSTWATCH	SOFTWARE SUBSCRIPTION AGREEMENTS	823 ENCINITAS BLVD	SUITE 100			ENCINITAS	CA	92024	UNITED STATES	215,126
FISHER, ROBERT	SEVERANCE AND NON-COMPETE AGREEMENT	7563 N VIA DE LA LUNA				SCOTTSDALE	AZ	85258	UNITED STATES	38,533
FLORIDA HOSPITAL	GENERAL TRANSPORT CONTRACT	801 E. ALTAMONTE DR.				ALTAMONTE SPRINGS	FL	32701	UNITED STATES	450
FLORIDA HOSPITAL HEALTHCARE SYSTEM, INC.	PAYOR CONTRACT	802 COURTLAND ST.	310			ORLANDO	FL	32804	UNITED STATES	450
GADSDEN HEALTH AND REHAB CENTER	GENERAL TRANSPORT CONTRACT	1945 DAVIS DRIVE				GADSDEN	AL	35904	UNITED STATES	-
GADSDEN REGIONAL MEDICAL CENTER	GENERAL TRANSPORT CONTRACT	1007 GOODYEAR AVE.				GADSDEN	AL	35998	UNITED STATES	-
GATEWAY INTERNATIONAL EMERGENCY & MEDICAL SVCS	GENERAL TRANSPORT CONTRACT	1345 A ST. NE				WASHINGTON	DC	20002	UNITED STATES	-
GATEWAY REHAB HOSPITAL	GENERAL TRANSPORT CONTRACT	5940 MERCHANT STREET				FLORENCE	KY	41042	UNITED STATES	-
GGNSC BESSEMER LLC	GENERAL TRANSPORT CONTRACT	820 GOLF COURSE ROAD				BESSEMER	AL	35022	UNITED STATES	-
GLOBAL MICROSURGICAL CENTER	GENERAL TRANSPORT CONTRACT	2712 NEW CIRCLE				OCOEE	FL	34761	UNITED STATES	-
GOLDEN LIVING CENTER-RIVERCHASE	GENERAL TRANSPORT CONTRACT	2500 RIVER HAVEN DRIVE				BIRMINGHAM	AL	35244	UNITED STATES	-
GOLDEN LIVING CENTER-HUEYTOWN	GENERAL TRANSPORT CONTRACT	190 BROOKLANE DRIVE				HUEYTOWN	AL	35023	UNITED STATES	-
GRACE HOSPITAL OF CLEVELAND	GENERAL TRANSPORT CONTRACT	2307 WEST 14TH STREET				CLEVELAND	OH	44113	UNITED STATES	-
GRAZI COMMUNICATIONS, LLC	SERVICE AGREEMENT	6445 E. OHIO AVE, SUITE 100				DENVER	CO	80224	UNITED STATES	70
GREEN VALLEY HEALTH & REHAB CENTER	GENERAL TRANSPORT CONTRACT	1206 ELEVENTH STREET				CARROLLTON	KY	41049	UNITED STATES	-
GREENBRIAR AT THE ALTAMONT, LLC	GENERAL TRANSPORT CONTRACT	2831 HIGHLAND AVENUE SOUTH				BIRMINGHAM	AL	35205	UNITED STATES	-
HEALTH CARE AUTHORITY FOR MEDICAL WEST	GENERAL TRANSPORT CONTRACT	995 9TH AVENUE SW				BESSEMER	AL	35022	UNITED STATES	-
HEALTH OPTIONS, INC. (BCBSF)	PAYOR CONTRACT	4800 DEERWOOD CAMPUS PARKWAY				JACKSONVILLE	FL	32246	UNITED STATES	-
HEALTHSOUTH REHABILITATION HOSP. OF GADSDEN	GENERAL TRANSPORT CONTRACT	801 GOODYEAR AVE				GADSDEN	AL	35904	UNITED STATES	-
HEALTHSOUTH REHABILITATION HOSPITAL	GENERAL TRANSPORT CONTRACT	201 MEDICAL VILLAGE DRIVE				EDGEWOOD	KY	41042	UNITED STATES	-
HEALTHSPAN, INC.	PAYOR CONTRACT	225 PICTORIA DRIVE	320			CINCINNATI	OH	45246	UNITED STATES	-
HEALTHSPRING OF ALABAMA, INC	GENERAL TRANSPORT CONTRACT	TWO CHASE CORPORATE DRIVE	300			BIRMINGHAM	AL	35244	UNITED STATES	-
HELPING HAND HOSPICE	GENERAL TRANSPORT CONTRACT	3081 LORNA ROAD				HOOVER	AL	35216	UNITED STATES	-
HIGHLANDS CENTER FOR NURSING AND REHAB	GENERAL TRANSPORT CONTRACT	3738 10TH AVE. SOUTH				BIRMINGHAM	AL	35205	UNITED STATES	-
HOGUE, TROY	RETENTION BONUS AGREEMENT	203 WINDCREST DR				CAMILLUS	NY	13031	UNITED STATES	-
HOSPICE ADVANTAGE	GENERAL TRANSPORT CONTRACT	3500 BLUE LAKE DRIVE	270			BIRMINGHAM	AL	35243	UNITED STATES	-
HOSPICE OF THE WESTERN RESERVE	GENERAL TRANSPORT CONTRACT	17876 ST. CLAIR AVENUE				CLEVELAND	OH	44110	UNITED STATES	-
HOM OF WINTER PARK, LLC	GENERAL TRANSPORT CONTRACT	2970 SCARLET ROAD				WINTER PARK	FL	32792	UNITED STATES	-
HUMANA HEALTH PLAN OF OHIO & HUMANA INS	PAYOR CONTRACT	PO BOX 1438	ATTN: LAW DEPT.			LOUISVILLE	KY	40201-1438	UNITED STATES	-
HUMANA INC. AND ITS AFFILIATES	HEALTHCARE SERVICES AGREEMENT	ATTN: GREGORY O. KADEN, ESQ.	400 ATLANTIC AVENUE			BOSTON	MA	02110-3333	UNITED STATES	4,521
HYDE PARK HEALTH CENTER	GENERAL TRANSPORT CONTRACT	4001 ROSLYN DR.				CINCINNATI	OH	45209	UNITED STATES	-
INSPIRATION FAMILY BIRTH CENTER	GENERAL TRANSPORT CONTRACT	434 GROVE AVE.				WINTER PARK	FL	32789	UNITED STATES	-
IRON MOUNTAIN3	VENDOR AGREEMENT	DISTRICT NAME - PHOENIX	PO BOX 601002			GILBERT	CA	91189-1002	UNITED STATES	6,146
JEFFERSON COUNTY COMMISSION	911 MUNICIPAL CONTRACT	716 RICHARD ARRINGTON JR. BLVD. N. ROOM 830 COUNTY COURTHOUSE				BIRMINGHAM	AL	35203	UNITED STATES	-
JOHNSON, WAYNE	RETENTION BONUS AGREEMENT	1460 COUNTRY VISTAS LANE				BONITA	CA	91902	UNITED STATES	-
KAISER FOUNDATION HEALTH PLAN COLORADO	PAYOR CONTRACT	10350 EAST DAKOTA AVENUE				DENVER	CO	80247	UNITED STATES	-
KAISER FOUNDATION HEALTH PLAN GEORGIA	PAYOR CONTRACT	3495 PIEDMONT ROAD, N.E.				ATLANTA	GA	30305-1736	UNITED STATES	-
KAISER FOUNDATION HEALTH PLAN NORTHERN CALIF.	PAYOR CONTRACT	1950 FRANKLIN STREET, 20TH FLOOR				OAKLAND	CA	94612	UNITED STATES	-
KAISER FOUNDATION HEALTH PLAN OHIO	PAYOR CONTRACT	1001 LAKESIDE AVENUE	1200, NORTHPOINT TOWER			CLEVELAND	OH	44114	UNITED STATES	-
KAISER FOUNDATION HEALTH PLAN-KAISER INSUR CO	PAYOR CONTRACT	300 LAKESIDE				OAKLAND	CA	94612	UNITED STATES	-
KAISER FOUNDATION HLTH PLAN, INC. (N. CA/OHCA/GA)	PAYOR CONTRACT	300 LAKESIDE DRIVE				OAKLAND	CA	94612	UNITED STATES	-
KAISER FOUNDATION HLTH PLAN, INC.-MED TRANSPORT	PAYOR CONTRACT	300 LAKESIDE DRIVE, 18TH FLOOR				OAKLAND	CA	94612	UNITED STATES	-
KAITLYN ENTERPRISES	VENDOR AGREEMENT	1740 S YUMA ST				DENVER	CO	80223	UNITED STATES	877
KIRKWOOD BY THE RIVER	GENERAL TRANSPORT CONTRACT	3605 RATLIFF ROAD				BIRMINGHAM	AL	35210	UNITED STATES	-
KISSIMMEE SURGERY CENTER	GENERAL TRANSPORT CONTRACT	2275 NORTH CENTRAL AVE.				KISSIMMEE	FL	34731	UNITED STATES	-
LA AMISTAD BEHAVIORAL HEALTH	GENERAL TRANSPORT CONTRACT	41650 PARK AVENUE NORTH				MAITLAND	FL	32751	UNITED STATES	-
LA AMISTAD RESID. TX CTR DBA CENTRAL FL BEHAV HOSP	GENERAL TRANSPORT CONTRACT	6601 CENTRAL FLORIDA PKWY				ORLANDO	FL	32821	UNITED STATES	-
LAKESIDE BEHAVIORAL HEALTHCARE, INC.	GENERAL TRANSPORT CONTRACT	434 WEST KENNEDY BLVD.				ORLANDO	FL	32810	UNITED STATES	-
LEWIS, MD, BOBBY	MEDICAL DIRECTOR CONTRACT	11800 HWY 145				CLANTON	AL	35046	UNITED STATES	-
LIFE CARE CENTER OF ORLANDO	GENERAL TRANSPORT CONTRACT	3711 ARYSE ROAD				ORLANDO	FL	32817	UNITED STATES	-
LIFE CARE HOSPICE	GENERAL TRANSPORT CONTRACT	934 GIBBS AVE.				GARDENDALE	AL	35071	UNITED STATES	-
LIFE CARE MEDICAL SERVICES (KAISER SUBCONTRACTOR)	CUSTOMER CONTRACT	3755 BOETTLER OAKS DR.	E			UNIONTOWN	OH	44685	UNITED STATES	-
LOFTUS PLASTIC SURGERY CENTER	GENERAL TRANSPORT CONTRACT	1881 DIXIE HWY	300			FT. WRIGHT	KY	41011	UNITED STATES	-
LUSE & SONS DEVELOPMENT, INC	REAL PROPERTY LEASES	40937 N. Rattlesnake Road				San Tan Valley	AZ	85140	UNITED STATES	336
MADONNA MANOR	GENERAL TRANSPORT CONTRACT	2344 AMSTERDAM RD.				VILLA HILLS	KY	41017	UNITED STATES	-
MAPLECREST NURSING HOME	GENERAL TRANSPORT CONTRACT	400 SEATON STREET				STRUTHERS	OH	44471	UNITED STATES	-
MARICOPA COUNTY	CUSTOMER CONTRACT	C/O MARICOPA COUNTY ATTORNEY'S OFFICE	ATTN: LORI A. LEWIS, DEPUTY COUNTY ATTORNEY	222 N. CENTRAL AVENUE, SUITE 1100		PHOENIX	AZ	85004	UNITED STATES	1,727
MARICOPA COUNTY SPECIAL HEALTH CARE DISTRICT	CONSULTATION AND SUPPORT AGREEMENT	2619 E. PIERCE STREET	2ND FLOOR			PHOENIX	AZ	85008	UNITED STATES	-
MARION COUNTY	CUSTOMER CONTRACT	PO BOX 14500				SALEM	OR	97309	UNITED STATES	-
MCBUFFEY HEALTH AND REHAB CENTER	GENERAL TRANSPORT CONTRACT	2301 RAINBOW DRIVE				GADSDEN	AL	35901	UNITED STATES	-
MEADOWOOD RETIREMENT VILLAGE	GENERAL TRANSPORT CONTRACT	509 PINEVIEW AVENUE				GLENCOE	AL	35905	UNITED STATES	-
MEADOWS OF RAINBOW CITY, LLC	GENERAL TRANSPORT CONTRACT	529 LASALLE STREET				RAINBOW CITY	AL	35906	UNITED STATES	-
MEADOWS, GARDEN PARK & OLIAL MANOR	GENERAL TRANSPORT CONTRACT	11760 PELLSTON COURT				FOREST PARK	OH	45240	UNITED STATES	-
MED STAT EMS (KAISER SUBCONTRACTOR)	CUSTOMER CONTRACT	PO BOX 962170				RIVERDALE	GA	30296	UNITED STATES	-
MEDICARE ADVANTAGE (BCBSF)	PAYOR CONTRACT	4800 DEERWOOD CAMPUS PKWY				JACKSONVILLE	FL	32246	UNITED STATES	-
METROATLANTA AMBUL SVCS (KAISER SUBCONTRACTOR)	CUSTOMER CONTRACT	595 ARMSTRONG STREET				MARIETTA	GA	30060	UNITED STATES	-
MOBIL MARTIN, INC. (KAISER SUBCONTRACTOR)	CUSTOMER CONTRACT	14837 DETROIT AVE		123		LAKEWOOD	OH	44107	UNITED STATES	-
MOTHER MARGARET HALL NURSING HOME	GENERAL TRANSPORT CONTRACT	5900 DELHI ROAD				MT. ST. JOSEPH	OH	45051	UNITED STATES	-
MOUNT ROYAL TOWERS	GENERAL TRANSPORT CONTRACT	300 ROYAL TOWERS DRIVE				BIRMINGHAM	AL	35209	UNITED STATES	-
MOUNTAIN COVE ASSISTED LIVING	GENERAL TRANSPORT CONTRACT	6330 US HIGHWAY 411				GADSDEN	AL	35901	UNITED STATES	-
MOUNTAIN VIEW HOSPITAL	GENERAL TRANSPORT CONTRACT	3001 SCENIC HIGHWAY				GADSDEN	AL	35904	UNITED STATES	-
MOUNTAIN VISTA FIRE DISTRICT (FIRE CONTRACT)	FIRE PROTECTION CONTRACT	7292 W. MAGEE ROAD		190		TUCSON	AZ	85743	UNITED STATES	13,858
MOUNTAINVIEW HEALTHCARE CENTER	GENERAL TRANSPORT CONTRACT	507 44TH ST. S.W.				BIRMINGHAM	AL	35221	UNITED STATES	-
MULTICARE	CUSTOMER CONTRACT	PO BOX 5298				TACOMA	WA	98415-0298	UNITED STATES	919
MVP HEALTH CARE	PAYOR CONTRACT	625 STATE STREET				SCHENECTADY	NY	12305	UNITED STATES	-
NATIONAL FUEL RESOURCES INC	CUSTOMER CONTRACT	PO BOX 5161				BUFFALO	NY	14240-5161	UNITED STATES	130
NEMOURS CHILDREN'S HOSPITAL	GENERAL TRANSPORT CONTRACT	9145 NARCOOSSEE RD.		200		ORLANDO	FL	32827	UNITED STATES	-
NEW BEACON HEALTHCARE GROUP, LLC	GENERAL TRANSPORT CONTRACT	2124 HIGHLAND AVE SOUTH		110		BIRMINGHAM	AL	35205	UNITED STATES	-
NORMAN, MARIE	RETENTION BONUS AGREEMENT	32824 LILAC ROAD				VALLEY CENTER	CA	92082	UNITED STATES	-
NORTHGLENN AMBULANCE, INC. (KAISER SUBCONTRACTOR)	CUSTOMER CONTRACT	10655 WASHINGTON STREET				NORTHGLENN	CO	80233	UNITED STATES	-
NORTHSIDE HEALTHCARE	GENERAL TRANSPORT CONTRACT	700 HUTCHINS AVE.				GADSDEN	AL	35901	UNITED STATES	-

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Rural Metro Corporation
AMENDMENT3 - Updated Cure Amounts & New Contract Acceptions

Contract Counterparty	Contract Description	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country	Cure Amount
NORTHWAY HEALTH & REHAB	GENERAL TRANSPORT CONTRACT	1428 NORTH 25TH STREET				BIRMINGHAM	AL	35234	UNITED STATES	-
NORTHWEST FIRE DISTRICT	DISPATCH SERVICES AGREEMENT	5225 W. MASSINGALE DR.				TUCSON	AZ	85743	UNITED STATES	-
NORTHWEST HOSPITAL, LLC	VENDOR AGREEMENT	NORTHWEST MEDICAL CENTER	6200 N. LA CHOLLA BLVD			TUCSON	AZ	85741	UNITED STATES	-
NY STATE DEPT OF AGRICULTURE & MARKETS-STATE FAIR	STAND-BY CONTRACT	108 AIRLINE DRIVE				ALBANY	NY	12205	UNITED STATES	-
OAK KNOLL HEALTH & REHABILITATION, LLC	GENERAL TRANSPORT CONTRACT	824 6TH AVENUE WEST				BIRMINGHAM	AL	35204	UNITED STATES	-
OAKTRACE REHABILITATION	GENERAL TRANSPORT CONTRACT	325 SELMA ROAD				BESSEMER	AL	35020	UNITED STATES	-
OAKS ON PARKWOOD, LLC	GENERAL TRANSPORT CONTRACT	2651 LAUREL OAK DRIVE				BESSEMER	AL	35023	UNITED STATES	-
OASIS HEALTHCARE	GENERAL TRANSPORT CONTRACT	2009 AGAPE CIRCLE				MOODY	AL	35004	UNITED STATES	-
ONE HEALTH PLAN OF OHIO, INC.	PAYOR CONTRACT	24950 COUNTRY CLUB BLVD.		400		NORTH OLMSTED	OH	44070	UNITED STATES	-
ORANGE COUNTY CORRECTIONS DEPT.	GENERAL TRANSPORT CONTRACT	PO BOX 1393				ORLANDO	FL	32802-1393	UNITED STATES	-
ORLANDA ORTHOPEDIC OUTPATIENT SURGERY CENTER, LLC	GENERAL TRANSPORT CONTRACT	45 WEST CRYSTAL LAKE ST.		300		ORLANDO	FL	32806	UNITED STATES	-
ORLANDO HEALTH, INC.	GENERAL TRANSPORT CONTRACT	818 MAIN LANE				ORLANDO	FL	32806	UNITED STATES	-
ORLANDO OPHTHALMOLOGY SURGERY CENTER	GENERAL TRANSPORT CONTRACT	105 BONNIE LOCH CT.				ORLANDO	FL	32806	UNITED STATES	-
OSCEOLA HEALTH CARE CENTER	GENERAL TRANSPORT CONTRACT	4201 WEST NEW NOLTE ROAD				ST. CLOUD	FL	34772	UNITED STATES	-
OWASCO FIRE DEPARTMENT	PARAMEDIC INTERCEPT CONTRACT	7374 OWASCO ROAD				AUBURN	NY	13021	UNITED STATES	-
PACE CNY (LORETTO INDEP. LIVING SVCS.)	GENERAL TRANSPORT CONTRACT	100 MALTA LANE				NORTH SYRACUSE	NY	13212	UNITED STATES	-
PATIENTS (PARAMEDICS) PLUS (KAISER SUBCONTRACTOR)	CUSTOMER CONTRACT	352 S. GLENWOOD				TYLER	TX	75702	UNITED STATES	-
PEMBROOKE PLACE	GENERAL TRANSPORT CONTRACT	850 E. MIDLOTHIAN				YOUNGSTOWN	OH	44507	UNITED STATES	-
PHYSICIANS SURGICAL CARE CENTER	GENERAL TRANSPORT CONTRACT	2056 ALOMA AVE				WINTER PARK	FL	32792	UNITED STATES	-
PLANTATION MANOR	GENERAL TRANSPORT CONTRACT	PO BOX 97				MCCALLA	AL	35111	UNITED STATES	-
PRESTO X	VENDOR AGREEMENT	445 BRYANT ST	SUITE 2			DENVER	CO	80204	UNITED STATES	288
PRIMEMET, INC	PAYOR CONTRACT	725 BOARDMAN-CANFIELD RD.	K-1			BOARDMAN	OH	44512	UNITED STATES	-
PROMISE HOSPITAL OF FL AT THE VILLAGES	GENERAL TRANSPORT CONTRACT	5959 COUNTY ROAD 471				OKFORD	FL	34484	UNITED STATES	-
PROVIDENCE PAVILION	GENERAL TRANSPORT CONTRACT	401 EAST 20TH				COVINGTON	KY	41011	UNITED STATES	-
R&M REPEATER LLC	VENDOR AGREEMENT	PO BOX 1130				PAYSON	AZ	85547-1130	UNITED STATES	-
RACY ASSOCIATES, INC.	CONSULTING AGREEMENT	535 W. BURTON DR.				TUCSON	AZ	85704	UNITED STATES	4,548
RIDGEVIEW EXTENDED CARE	GENERAL TRANSPORT CONTRACT	700 CORPORATE RIDGE DRIVE				BIRMINGHAM	AL	35242	UNITED STATES	-
RIVERVIEW REGIONAL MEDICAL CENTER	GENERAL TRANSPORT CONTRACT	600 S. 3RD STREET				GADSDEN	AL	35901	UNITED STATES	-
ROSEDALE MANOR	GENERAL TRANSPORT CONTRACT	4250 GLENN AVENUE				COVINGTON	KY	41015	UNITED STATES	-
SAGGAU & DEROLO, LLC	CONSULTING AGREEMENT	97 SOUTH SECOND STREET, SUITE 300				SAN JOSE	CA	95113	UNITED STATES	8,000
SAIA COMMUNICATIONS, INC.	CUSTOMER CONTRACT	100 STRADTMAN ST				BUFFALO	NY	14206	UNITED STATES	54,312
SAME DAY SURGERY OF ORLANDO	GENERAL TRANSPORT CONTRACT	68 WEST RALEY				ORLANDO	FL	32806	UNITED STATES	-
SAND LAKE SURGERY	GENERAL TRANSPORT CONTRACT	7477 SAND LAKE COMMONS BLVD.				ORLANDO	FL	32819	UNITED STATES	-
SAP AMERICA, INC.	CUSTOMER CONTRACT	C/O BROWN & CONNERY, LLP	ATTN: DONALD K. LUDMAN, ESQUIRE	6 N. BROAD STREET, SUITE 100		WOODBURY	NJ	08096	UNITED STATES	12,261
SAVANNAH COURTLAND FKA BRIGHTON GARDENS	GENERAL TRANSPORT CONTRACT	1301 W. MAITLAND BLVD.				ORLANDO	FL	32751	UNITED STATES	-
SELECT SPECIALTY HOSPITAL OF N. KENTUCKY	GENERAL TRANSPORT CONTRACT	85 NORTH GRAND AVE.				FT. THOMAS	KY	41075	UNITED STATES	-
SELF HEALTHCARE & REHAB CENTER	GENERAL TRANSPORT CONTRACT	131 EAST CREST ROAD				HUEYTOWN	AL	35023	UNITED STATES	-
SENIORS' RESOURCE CENTER (KAISER SUBCONTRACTOR)	CUSTOMER CONTRACT	3227 CHASE ST				DENVER	CO	80212	UNITED STATES	-
SOUTH HEALTH & REHABILITATION	GENERAL TRANSPORT CONTRACT	1220 SOUTH 17TH ST.				BIRMINGHAM	AL	35205	UNITED STATES	-
SOUTH LAKE HOSPITAL	GENERAL TRANSPORT CONTRACT	1099 CITRUS TOWER BLVD.				CLERMONT	FL	34711	UNITED STATES	-
SOUTHEAST HOSPICE NETWORK	GENERAL TRANSPORT CONTRACT	202 MCKINNEY AVENUE				ALBERTVILLE	AL	35950	UNITED STATES	-
SOUTHERNCARE, INC.	GENERAL TRANSPORT CONTRACT	2204 LAKESHORE DR.		475		BIRMINGHAM	AL	35209	UNITED STATES	-
ST CHARLES CARE CENTER	GENERAL TRANSPORT CONTRACT	500 FARRELL DRIVE				COVINGTON	KY	41011	UNITED STATES	-
ST. CLAIR HEALTH & REHAB INC.	GENERAL TRANSPORT CONTRACT	7300 U.S. HWY. 78				PELL CITY	AL	35128	UNITED STATES	-
ST. CLOUD REGIONAL MEDICAL CENTER	GENERAL TRANSPORT CONTRACT	2906 17TH STREET				ST. CLOUD	FL	34769-6099	UNITED STATES	-
ST. ELIZABETH HEALTHCARE	GENERAL TRANSPORT CONTRACT	ONE MEDICAL VILLAGE DRIVE				EDGEWOOD	KY	41017	UNITED STATES	520
STADIUM MEDICAL/LIMOCARE (KAISER SUBCONTRACTOR)	CUSTOMER CONTRACT	695 CANON CT		15		DENVER	CO	80204	UNITED STATES	-
STARR DOC MEDICAL DIRECTION PLLC	CONSULTING AGREEMENT	6636 W. WESTMINSTER DR.				SIOUX FALLS	SD	57106	UNITED STATES	790
Starrett Associates, LLC	REAL PROPERTY LEASE (215, 217, & 219 W. Estate Ln. and 1014 S. We	1501 W FOUNTAINHEAD PKWY STE 850				TEMPE	AZ	85282	UNITED STATES	-
STATE UNIVERSITY OF NY UPSTATE MED UNIV [SUNY]	GENERAL TRANSPORT CONTRACT	750 EAST ADAMS STREET				SYRACUSE	NY	13210	UNITED STATES	-
SUMMACARE, INC.	PAYOR CONTRACT	10 NORTH MAIN STREET				AKRON	OH	44308	UNITED STATES	-
SUMTER COUNTY, FL	911 MUNICIPAL CONTRACT	7375 POWELL ROAD				WILDWOOD	FL	34785	UNITED STATES	-
SUNBRIDGE CARE AND REHAB GARDENDALE	GENERAL TRANSPORT CONTRACT	420 DEAN DRIVE				GARDENDALE	AL	35071	UNITED STATES	-
TACOMA PIERCE COUNTY HEALTH DEPARTMENT AND THE	WAREHOUSE STORAGE AGREEMENT	3628 SOUTH D STREET				TACOMA	WA	98418	UNITED STATES	-
TANNEHILL HAVEN INC	GENERAL TRANSPORT CONTRACT	5736 COLEMAN LAKE ROAD				MCCALLA	AL	35111	UNITED STATES	-
TERRA VISTA REHAB & HEALTH CENTER	GENERAL TRANSPORT CONTRACT	1730 LUCERNE TERRACE				ORLANDO	FL	32806	UNITED STATES	-
TERRACE OAKS CARE & REHAB	GENERAL TRANSPORT CONTRACT	PO BOX 1153				BESSEMER	AL	35020	UNITED STATES	-
THE COMMONS AT ORLANDO LUTHERAN TOWERS	GENERAL TRANSPORT CONTRACT	300 E. CHURCH STREET				ORLANDO	FL	32801	UNITED STATES	-
THOMAS AND BETTS	GENERAL TRANSPORT CONTRACT	585 DUNCAN FARM ROAD				STEELE	AL	35987	UNITED STATES	-
THOMPSON VALLEY HLTH SVCS (KAISER SUBCONTRACTOR)	CUSTOMER CONTRACT	4480 CLYDESDALE PARKWAY				LOVELAND	CO	80538	UNITED STATES	-
THROOP FIRE DEPARTMENT	PARAMEDIC INTERCEPT CONTRACT	7158 BEECH TREE ROAD				AUBURN	NY	13021	UNITED STATES	-
TOOMEY RESIDENTIAL AND COMMUNITY SERVICES	GENERAL TRANSPORT CONTRACT	1654 W. ONONDAGA ST				SYRACUSE	NY	13204	UNITED STATES	-
TOWN OF SULLIVAN	911 MUNICIPAL CONTRACT	7502 LAKEPORT ROAD				CHITTENANGO	NY	13037	UNITED STATES	-
TOWN OF WINDERMERE	911 MUNICIPAL CONTRACT	614 MAIN STREET				WINDERMERE	FL	34786	UNITED STATES	-
TRANSCARE, INC. (KAISER SUBCONTRACTOR)	CUSTOMER CONTRACT	PO BOX 3586				MONTROSE	CO	81402	UNITED STATES	-
TRINITY MEDICAL CENTER L.L.C.	GENERAL TRANSPORT CONTRACT	800 MONTCLAIR RD				BIRMINGHAM	AL	35213	UNITED STATES	-
TRIPLE CREEK RETIREMENT COMMUNITY	GENERAL TRANSPORT CONTRACT	11280 PIPPIN ROAD				CINCINNATI	OH	45241	UNITED STATES	-
UNICARE TRANSPORT SERVICES	CUSTOMER CONTRACT	PO BOX 677802				ORLANDO	FL	32867-7802	UNITED STATES	5,108
United Healthcare (Bowers Company)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	9,288
United Healthcare (Eastern Ambulance Service)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	1,876
United Healthcare (EMS Ventures)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	18,842
United Healthcare (Gold Cross Ambulance)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	10,152
United Healthcare (LaSalle Ambulance)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	2,740
United Healthcare (Mercury Ambulance)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	651
United Healthcare (National Ambulance)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	3,857
United Healthcare (Pacific Ambulance)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	8,567
United Healthcare (Professional Medical Transport)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	9,791
United Healthcare (RM Arizona Holdings)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	6,021
United Healthcare (RM of Arizona)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	17,590
United Healthcare (RM of California)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	4,638
United Healthcare (RM of Central Alabama)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	2,533
United Healthcare (RM of Central Colorado)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	10,170
United Healthcare (RM of Florida)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	6,425
United Healthcare (RM of Indiana)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	5,682
United Healthcare (RM of Mid South)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	3,261
United Healthcare (RM of Northern Ohio)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	4,559
United Healthcare (RM of Oregon)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	1,423
United Healthcare (RM of Rural Seattle II)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	48,786
United Healthcare (RM of Rural Seattle)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	48,786
United Healthcare (RM of Southern Ohio)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	13,615
United Healthcare (RM of Tennessee)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	13,615
United Healthcare (San Diego Medical Services)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	1,764

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Rural Metro Corporation
AMENDMENTS - Updated Cure Amounts & New Contract Acceptions

Contract Counterparty	Contract Description	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country	Cure Amount
United Healthcare (SW Ambulance of Casa Grande)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	17,018
United Healthcare (SW Ambulance Of Tucson)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	17,289
United Healthcare (SW General)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	43,069
United Healthcare (Town's Ambulance)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	735
UNITY HOSPICE	GENERAL TRANSPORT CONTRACT	2145 HIGHLAND AVE.				BIRMINGHAM	AL	35205	UNITED STATES	-
UNIVERSITY BEHAVIORAL CENTER	GENERAL TRANSPORT CONTRACT	2500 DISCOVERY DR.				ORLANDO	FL	32826	UNITED STATES	-
UNIVERSITY OF AL BIRMINGHAM	GENERAL TRANSPORT CONTRACT	701 20TH ST. SOUTH	AB 620			BIRMINGHAM	AL	35294-0106	UNITED STATES	-
UPSTATE EMERGENCY MEDICINE, INC. (MED. DIRECTOR)	MEDICAL DIRECTOR CONTRACT	750 E. ADAMS ST				SYRACUSE	NY	13202	UNITED STATES	11,624
VAN ALLEN NURSING HOME	GENERAL TRANSPORT CONTRACT	755E MONROE STREET				LITTLE FALLS	NY	13365	UNITED STATES	-
VANNATTA	VENDOR AGREEMENT	1340 COMMERCIAL ST SE	STE 210			SALEM	OR	97308	UNITED STATES	659
VIAQUEST INC.	GENERAL TRANSPORT CONTRACT	5533 CANAL ROAD				VALLEY VIEW	OH	44125	UNITED STATES	-
VILLAGE AT COOK SPRINGS, LLC	GENERAL TRANSPORT CONTRACT	PO BOX 10				COOK SPRINGS	AL	35052	UNITED STATES	-
WELL CARE HMO, INC	PAYOR CONTRACT	660 WEST FAIRBANKS AVE.			4	WINTER PARK	FL	32789		-
WEST ORANGE HC DISTRICT DBA HEALTH CENTRAL	GENERAL TRANSPORT CONTRACT	10000 WEST COLONIAL DR.				OCOEE	FL	34761	UNITED STATES	-
WESTERN RESERVE JOINT FIRE DEPT.	911 MUNICIPAL CONTRACT	111 S. MAIN STREET				POLAND	OH	44514	UNITED STATES	-
WINTER PARK UROLOGY CENTER	GENERAL TRANSPORT CONTRACT	1812 NORTH MILLS AVENUE				ORLANDO	FL	32803	UNITED STATES	-
WOODCREST MANOR CARE CENTER	GENERAL TRANSPORT CONTRACT	3876 TURKEYFOOT ROAD				ELSMERE	KY	41018	UNITED STATES	-
YARNELL FIRE DISTRICT	DISPATCH SERVICES AGREEMENT	22558 LOOKA WAY	PO 581			YARNELL	AZ	85362	UNITED STATES	-

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Rural Metro Corporation
AMENDMENTS - Updated Cure Amounts & New Contract Acceptions

Contract Counterparty	Contract Description	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country	Cure Amount
109 GASOLINE ALLEY, LLC	REAL PROPERTY LEASE	109 GASOLINE ALLEY				INDIANAPOLIS	IN	46222	UNITED STATES	7,784
ACTION CARE AMBULANCE (KAISER SUBCONTRACTOR)	CUSTOMER CONTRACT	PO BOX 3439				PARKER	CO	80134	UNITED STATES	-
ADDARIO, MICHAEL	RETENTION BONUS AGREEMENT	3172 AMESBURY DRIVE				BALDWINSVILLE	NY	13027	UNITED STATES	-
ADVANCED AMBULATORY SURGERY CENTER	GENERAL TRANSPORT CONTRACT	652 PALM SPRINGS DRIVE				ALTAMONTE SPRINGS	FL	32701	UNITED STATES	-
ADVANTAGE FUNDING COMMERCIAL CAPITAL CO	VEHICLE LEASE	1111 MARCUS AVE STE M27				LAKE SUCCESS	NY	11042	UNITED STATES	2,707
ADVANTAGE FUNDING COMMERCIAL CAPITAL CO	VEHICLE LEASE	1111 MARCUS AVE STE M27				LAKE SUCCESS	NY	11042	UNITED STATES	2,251
ADVANTAGE FUNDING COMMERCIAL CAPITAL CO	VEHICLE LEASE	1111 MARCUS AVE STE M27				LAKE SUCCESS	NY	11042	UNITED STATES	1,364
ADVANTAGE FUNDING COMMERCIAL CAPITAL CO	VEHICLE LEASE	1111 MARCUS AVE STE M27				LAKE SUCCESS	NY	11042	UNITED STATES	2,646
ADVANTAGE FUNDING COMMERCIAL CAPITAL CO	VEHICLE LEASE	1111 MARCUS AVE STE M27				LAKE SUCCESS	NY	11042	UNITED STATES	2,646
ADVANTAGE FUNDING COMMERCIAL CAPITAL CO	VEHICLE LEASE	1111 MARCUS AVE STE M27				LAKE SUCCESS	NY	11042	UNITED STATES	2,646
ADVANTAGE FUNDING COMMERCIAL CAPITAL CO	VEHICLE LEASE	1111 MARCUS AVE STE M27				LAKE SUCCESS	NY	11042	UNITED STATES	2,714
ADVENTIST HEALTH SYSTEMS	GENERAL TRANSPORT CONTRACT	601 E. ROLLINS STREET				LAKE SUCCESS	NY	11042	UNITED STATES	2,646
AIR AMBULANCE NETWORK	GENERAL TRANSPORT CONTRACT	905 MARTIN LUTHER KING JR DR.	330			ORLANDO	FL	32803	UNITED STATES	-
AIR AMBULANCE PROFESSIONALS	GENERAL TRANSPORT CONTRACT	1515 S. PERIMETER RD.	HANGER 38 B			TARPON SPRINGS	FL	34689	UNITED STATES	-
AKRON CHILDREN'S HOSPITAL	GENERAL TRANSPORT CONTRACT	214 W. BOWERY STREET				FT. LAUDERDALE	FL	33309	UNITED STATES	-
ALACARE HOME HEALTH & HOSPICE	GENERAL TRANSPORT CONTRACT	2400 JOHN HAWKINS PKWY				AKRON	OH	44308	UNITED STATES	-
ALPINE WASTE AND RECYCLING	VENDOR AGREEMENT	7475 E 84TH AVE				BIRMINGHAM	AL	35214	UNITED STATES	-
AMEDISYS HOSPICE LLC	GENERAL TRANSPORT CONTRACT	5959 S. SHERWOOD FOREST BLVD.				COMMERCE CITY	CO	80022	UNITED STATES	1,352
AMERICAN ACCESS CARE OF ORLANDO, LLC	GENERAL TRANSPORT CONTRACT	1605 S. ORANGE AVE.	120			BATON ROUGE	LA	70816	UNITED STATES	-
ANDREWS, JONATHAN	RETENTION BONUS AGREEMENT	3915 149TH ST. SW				ORLANDO	FL	32806	UNITED STATES	-
AON	BENEFITS CONSULTING AGREEMENT	2555 E CAMELBACK RD	STE 700			LYNNWOOD	WA	98087	UNITED STATES	-
AON HEWITT	DEPENDENT VERIFICATION SERVICES AGREEMENT	100 HALF DAY ROAD				PHOENIX	AZ	850016	UNITED STATES	-
Arizona Office Technology ("AOT")	VENDOR AGREEMENT	4320 E. Cotton Center Blvd.	Suite 100			LINCOLNSHIRE	IL	60069	UNITED STATES	17,284
ARIZONA PHYSICIANS IPA	GENERAL TRANSPORT CONTRACT	3141 N 3RD AVE				Phoenix	Az	85040	UNITED STATES	33,047
ARMOR CORRECTIONAL HEALTH SERVICES OF NY, INC.	GENERAL TRANSPORT CONTRACT	4980 SW 72ND AVE	400			PHOENIX	AZ	85013	UNITED STATES	-
ARROWHEAD HEALTH CENTERS	MEDICAL SERVICES AGREEMENT	16222 NORTH 59TH AVE	SUITE A-100			MIAMI	FL	33155	UNITED STATES	-
ATTALLA HEALTHCARE, INC.	GENERAL TRANSPORT CONTRACT	915 STEWART AVENUE SE				GLENDALE	AZ	85306	UNITED STATES	9,855
ATTALLA NURSING ADK, LLC	GENERAL TRANSPORT CONTRACT	915 STEWART AVE.				ATTALLA	AL	35954	UNITED STATES	-
AURORA VOLUNTEER FIRE DEPARTMENT	PARAMEDIC INTERCEPT CONTRACT	PO BOX 71				ATTALA	AL	35954	UNITED STATES	-
AVANTE AT ST. CLOUD, INC.	GENERAL TRANSPORT CONTRACT	1301 KANSAS AVE.				AURORA	NY	13026	UNITED STATES	-
BAKER INTERACTIVE SERVICES	VENDOR AGREEMENT	2195 N. NORCROSS TUCKER ROAD				ST. CLOUD	FL	34769	UNITED STATES	-
BAPTIST MEDICAL CENTER MONTCLAIR	GENERAL TRANSPORT CONTRACT	800 MONTCLAIR ROAD				NORCROSS	GA	30071	UNITED STATES	-
BAPTIST MEDICAL CENTER PRINCETON	GENERAL TRANSPORT CONTRACT	701 PRINCETON AVE.				BIRMINGHAM	AL	35213	UNITED STATES	-
BAPTIST MEMORIAL HOSPITAL-BOONEVILLE INC.	GENERAL TRANSPORT CONTRACT	100 HOSPITAL STREET				BIRMINGHAM	AL	35211	UNITED STATES	-
BARTEL, RICHARD	RETENTION BONUS AGREEMENT	34 FERRELL ST				BOONEVILLE	MS	38829	UNITED STATES	-
BAYLEY PLACE NURSING HOME	GENERAL TRANSPORT CONTRACT	990 BAYLEY PLACE DRIVE				DEPEW	NY	14043	UNITED STATES	-
BAYSHORE AMBULANCE (KAISER SUBCONTRACTOR)	CUSTOMER CONTRACT	PO BOX 4622	570 HATCH DR.			CINCINNATI	OH	45233	UNITED STATES	-
BEVERLY HEALTH & REHAB CENTER	GENERAL TRANSPORT CONTRACT	1425 YORKLAND RD.				FOSTER CITY	CA	94404	UNITED STATES	1,306
BEVERLY LIVING CENTER	GENERAL TRANSPORT CONTRACT	510 WOLF CREEK ROAD				COLUMBUS	OH	43232	UNITED STATES	-
BIRMINGHAM NURSING & REHAB CENTER FORESTDALE, LLC	GENERAL TRANSPORT CONTRACT	1000 DUGAN AVE				PELL CITY	AL	35125	UNITED STATES	-
BIRMINGHAM NURSING AND REHAB-EAST	GENERAL TRANSPORT CONTRACT	733 MARY VANN LANE				BIRMINGHAM	AL	35234	UNITED STATES	-
BLACH, CHRISTOPHER	RETENTION BONUS AGREEMENT	5525 PINE ST				BIRMINGHAM	AL	35215	UNITED STATES	-
BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.	PAYOR CONTRACT	4800 DEERWOOD CAMPUS PKWY				COCOA	FL	32927	UNITED STATES	-
BONFIGLIO, THOMAS	RETENTION BONUS AGREEMENT	14 FALLING CREEK RD				JACKSONVILLE	FL	32246	UNITED STATES	-
BONFIGLIO, THOMAS	SEVERANCE AND NON-COMPETE AGREEMENT	14 FALLING CREEK RD				PITTSFORD	NY	14534	UNITED STATES	-
BRADSHAW CONSULTING SERVICES, INC.	VENDOR AGREEMENT	C/O STINSON MORRISON HECKER LLP	ATTN:TIMOTHY SWANSON, ESQ;STEVE COSENTINO,ESQ 1201 WALNUT STREET, SUITE 2900			PITTSFORD	NY	14534	UNITED STATES	-
BROMLEY FIRE DEPARTMENT	911 MUNICIPAL CONTRACT	226 BOONE STREET				KANSAS CITY	MO	64106	UNITED STATES	66,750
BROOKWOOD MEDICAL CENTER	GENERAL TRANSPORT CONTRACT	2010 BROOKWOOD MEDICAL CENTER DRIVE				BROMLEY	KY	41016	UNITED STATES	-
BUSINESS & DECISION	CONSULTING SERVICES AGREEMENT DATED 1/14/2013	100 WEST VALLEY ROAD	SUITE 1000			BIRMINGHAM	AL	35209	UNITED STATES	-
CALIFORNIA STRATEGIES & ADVOCACY, LLC	CONSULTING AGREEMENT	980 9TH STREET, SUITE 2000				WAYNE	PA	19087	UNITED STATES	509,853
CAREGIVERS OF PLEASANT GROVE	GENERAL TRANSPORT CONTRACT	41899 HWY 195				SACRAMENTO	CA	95814	UNITED STATES	968
CAREPOINT, P.C.	CONSULTING AGREEMENT	5600 S. QUEBEC STREET, B112A				HALEYVILLE	AL	35565	UNITED STATES	-
CARMEL MANOR	GENERAL TRANSPORT CONTRACT	100 CARMEL MANOR DRIVE				GREENWOOD VILLAGE	CO	80111	UNITED STATES	2,250
CBRE, INC.	BROKERAGE AGREEMENT	2415 E. CAMELBACK ROAD				FORT HOMAS	KY	41075	UNITED STATES	-
CENTRAL FLORIDA BEHAVIORAL HOSPITAL	GENERAL TRANSPORT CONTRACT	6401 CENTRAL FLORIDA PARKWAY					AZ	85016	UNITED STATES	5,836
CHASE PUBLIC POLICY PARTNERS	CONSULTING AGREEMENT	1101 VIA MILCUMBRES				ORLANDO	FL	32821	UNITED STATES	-
CHERRY HILL HEALTHCARE	GENERAL TRANSPORT CONTRACT	1250 JEFF GERMANY PARKWAY				SOLANA BEACH	CA	92075	UNITED STATES	5,000
CHILDREN'S HOSPITAL MEDICAL CENTER	GENERAL TRANSPORT CONTRACT	3333 BURNET AVE, MIL 1014				BIRMINGHAM	AL	35214	UNITED STATES	-
CHOICECARE NETWORK OHIO	GENERAL TRANSPORT CONTRACT	PO BOX 19033				CINCINNATI	OH	45316	UNITED STATES	-
CIGNA HEALTHPLAN OF ARIZONA, INC.	PAYOR CONTRACT	11001 N. BLACK CANYON	400			GREEN BAY	WI	54307	UNITED STATES	-
CINTAS DOCUMENT MANAGEMENT	VENDOR AGREEMENT	LOCATION 782	ATTN: RENEE LINEHAN, OFFICE MANAGER	PO BOX 630810		PHOENIX	AZ	85029	UNITED STATES	-
CIRCLE CITY MORRISTOWN FIRE DISTRICT ARIZONA	DISPATCH SERVICES AGREEMENT	43026 N. CASTLE HOT SPRINGS ROAD	PO BOX 26			CINCINNATI	OH	45263-0910	UNITED STATES	10,220
CITY EMS (KAISER SUBCONTRACTOR)	CUSTOMER CONTRACT	4275 NORTH HENRY BLVD				MORRISTOWN	AZ	85342	UNITED STATES	-
CITY OF FAIRFIELD (FAIRFIELD FIRE & RESCUE SERV.)	911 MUNICIPAL CONTRACT	5231 COURT B				STOCKBRIDGE	GA	30281	UNITED STATES	-
CITY OF FLORENCE	911 MUNICIPAL CONTRACT	775 NORTH MAIN STREET	PO BOX 2670			FAIRFIELD	AL	35064	UNITED STATES	-
CITY OF GLENDALE	REAL PROPERTY LEASE	5835 WEST PALMAIRE AVENUE				FLORENCE	AZ	85132	UNITED STATES	37,748
CITY OF MESA	SERVICE AGREEMENT	PO BOX 1466				GLENDALE	AZ	85301	UNITED STATES	303,783
CITY OF OCOEE	911 MUNICIPAL CONTRACT	150 N. LAKESHORE DR.				MESA	AZ	85211	UNITED STATES	40,495
CITY OF ORLANDO	911 MUNICIPAL CONTRACT	400 S. ORANGE AVENUE				OCOEE	FL	34761	UNITED STATES	-
CITY OF ROCHESTER, NY	911 MUNICIPAL CONTRACT	30 CHURCH STREET				ORLANDO	FL	32801	UNITED STATES	-
CITY OF TACOMA	DISPATCH SERVICES AGREEMENT	PO BOX 11567				ROCHESTER	NY	14614	UNITED STATES	54,500
CITY OF TACOMA	WAREHOUSE STORAGE AGREEMENT	901 FAWCETT AVE				TACOMA	WA	98411-0367	UNITED STATES	55
CITY OF TEMPE FIRE DMT	SERVICE AGREEMENT	ATTN: DEBBIE BAIR	PO BOX 5002			TACOMA	WA	98418	UNITED STATES	55
CITY OF WINTER GARDEN	911 MUNICIPAL CONTRACT	300 WEST PLANT STREET	,			TEMPE	AZ	85280	UNITED STATES	80,713
CITY OF YOUNGSTOWN	911 MUNICIPAL CONTRACT	420 MARTIN LUTHER KING JR				WINTER GARDEN	FL	34787	UNITED STATES	-
CIVIC CENTER HEALTH & REHABILITATION, LLC	GENERAL TRANSPORT CONTRACT	1201 NORTH 22ND STREET				YOUNGSTOWN	OH	44502	UNITED STATES	-
CIVISENICS	GENERAL TRANSPORT CONTRACT	PO BOX 540				BIRMINGHAM	AL	35234	UNITED STATES	-
CLOWARD, PAUL	RETENTION BONUS AGREEMENT	6342 LOUKELTON CIRCLE				LISBON	OH	44432	UNITED STATES	-
COMMUNITY INS CO DBA ANTHEM BCBS	PAYOR CONTRACT	4361 IRWIN SIMPSON ROAD				SAN DIEGO	CA	92120	UNITED STATES	-
CONCUR TECHNOLOGIES, INC.	LICENSE AGREEMENT	62157 COLLECTIONS CENTER DR.				MASON	OH	45040	UNITED STATES	6,319
COOSA VALLEY NURSING ADK, LLC	GENERAL TRANSPORT CONTRACT	513 PINEVIEW AVE.				CHICAGO	IL	60693	UNITED STATES	1,729
COVENTRY HEALTH AND LIFE INSURANCE COMPANY	PAYOR CONTRACT	11 STANWIX ST	2300			GLENCOE	AL	35905	UNITED STATES	-
COX BUSINESS	COMMERCIAL SERVICES AGREEMENT	1150 W. DEER VALLEY ROAD				PITTSBURGH	PA	15222	UNITED STATES	-
COX BUSINESS	COMMERCIAL SERVICES AGREEMENT	1150 W. DEER VALLEY ROAD				PHOENIX	AZ	85027	UNITED STATES	-
COX BUSINESS	COMMERCIAL SERVICES AGREEMENT	1150 W. DEER VALLEY ROAD				PHOENIX	AZ	85027	UNITED STATES	-
COX BUSINESS	COMMERCIAL SERVICES AGREEMENT	1150 W. DEER VALLEY ROAD				PHOENIX	AZ	85027	UNITED STATES	-
COX BUSINESS	COMMERCIAL SERVICES AGREEMENT	1150 W. DEER VALLEY ROAD				PHOENIX	AZ	85027	UNITED STATES	-
COX BUSINESS	COMMERCIAL SERVICES AGREEMENT	1150 W. DEER VALLEY ROAD				PHOENIX	AZ	85027	UNITED STATES	-
CREEKRIDGE CAPITAL LLC	REAL PROPERTY LEASE	ATTN: KURT M. ANDERSON	P.O. BOX 2434			PHOENIX	AZ	85027	UNITED STATES	-
CRITTENDEN FIRE DEPARTMENT	MUTUAL AID-EMT CONTRACT	104 NORTH MAIN STREET, PO BOX 100				MINNEAPOLIS	MN	55402	UNITED STATES	-
						CRITTENDEN	KY	41030	UNITED STATES	1,250

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Rural Metro Corporation
AMENDMENTS - Updated Cure Amounts & New Contract Acceptions

Contract Counterparty	Contract Description	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country	Cure Amount
CROSSROADS HOSPICE OF NE OHIO, LLC	GENERAL TRANSPORT CONTRACT	1742 GEORGETOWN ROAD				HUDSON	OH	44236	UNITED STATES	-
CROUSE HOSPITAL	GENERAL TRANSPORT CONTRACT	736 IRVING AVE.				SYRACUSE	NY	13210	UNITED STATES	591
DANDRIDGE NURSING HOME	GENERAL TRANSPORT CONTRACT	31 MARANATHA DR.				YOUNGSTOWN	OH	44505	UNITED STATES	-
DEACONESS HOSPITAL	GENERAL TRANSPORT CONTRACT	311 STRAIGHT STREET				CINCINNATI	OH	45219	UNITED STATES	-
DENVER HEALTH & HOSP AUTHOR (KAISER SUBCONTRACTOR)	CUSTOMER CONTRACT	660 BANNOCK STREET, FIFTH FLOOR				DENVER	CO	80204	UNITED STATES	-
Dickson, Matthew	Medical Director	Yuma Regional Medical Center	2400 South Avenue A			YUMA	AZ	85364	UNITED STATES	-
DOBBERSTEIN, SHEA LABAGH	AUDIT FOR PACIFIC BOWERS/SECURIAN 401K AGREEMENT	505 MONTGOMERY STREET	57TH FLOOR			SAN FRANCISCO	CA	94111	UNITED STATES	650
DOCTORS CARE PHYSICIANS, P.C.	GENERAL TRANSPORT CONTRACT	307 E. MEIGHAN BLVD.				GADSDEN	AL	35903	UNITED STATES	-
DONALD MARTENS & SONS (KAISER SUBCONTRACTOR)	CUSTOMER CONTRACT	6900 LAKE ABRAMS DRIVE				MIDDLEBURG HEIGHTS	OH	44130	UNITED STATES	-
Dunford, James	Medical Director	City of San Diego Medical Director	1010 2nd Ave, Suite 400			San Diego	CA	92101	UNITED STATES	-
EAST GLEN, LLC	GENERAL TRANSPORT CONTRACT	53 MEDICAL PARK DRIVE EAST				BIRMINGHAM	AL	35235	UNITED STATES	-
EASTERN GATEWAY COMMUNITY COLLEGE	TRAINING CONTRACT	4000 SUNSET BLVD				STEUBENVILLE	OH	43952	UNITED STATES	-
EASTVIEW HEALTH CARE CENTER	GENERAL TRANSPORT CONTRACT	7755 4TH AVE. SOUTH				BIRMINGHAM	AL	35206	UNITED STATES	-
Elevate	Lobbyist Agreement	ATTN: SCOTT BARRETT, MANAGING MEMBER	16870 W BERNARDO DR	SUITE 400		SAN DIEGO	CA	92127	UNITED STATES	16,290
EVOLUTIONS HEALTHCARE SYSTEMS	PAYOR CONTRACT	7916 EVOLUTIONS WAY				NEW PORT RICHEY	FL	34655	UNITED STATES	-
FAIR HAVEN RETIREMENT CENTER	GENERAL TRANSPORT CONTRACT	1424 MONTCLAIR ROAD				BIRMINGHAM	AL	35210	UNITED STATES	-
FAIRFIELD NURSING & REHAB CENTER	GENERAL TRANSPORT CONTRACT	6825 GRASSELLI ROAD				FAIRFIELD	AL	35064	UNITED STATES	-
FAIRVIEW HEALTH & REHAB	GENERAL TRANSPORT CONTRACT	1026 BESSEMER RD.				BIRMINGHAM	AL	35228	UNITED STATES	-
FIRST ALARM	VENDOR AGREEMENT	1111 ESTATES DR.				APTOS	CA	95003	UNITED STATES	10,763
FIRSTWATCH	SOFTWARE SUBSCRIPTION AGREEMENTS	322 ENCINITAS BLVD	SUITE 100			ENCINITAS	CA	92024	UNITED STATES	215,126
FLORIDA HOSPITAL	GENERAL TRANSPORT CONTRACT	601 E. ALTAMONTE DR.				ALTAMONTE SPRINGS	FL	32701	UNITED STATES	650
FLORIDA HOSPITAL HEALTHCARE SYSTEM, INC.	PAYOR CONTRACT	602 COURTLAND ST	310			ORLANDO	FL	32804	UNITED STATES	650
GADSDEN HEALTH AND REHAB CENTER	GENERAL TRANSPORT CONTRACT	1948 DAVIS DRIVE				GADSDEN	AL	35904	UNITED STATES	-
GADSDEN REGIONAL MEDICAL CENTER	GENERAL TRANSPORT CONTRACT	1007 GOODYEAR AVE.				GADSDEN	AL	35999	UNITED STATES	-
GATEWAY INTERNATIONAL EMERGENCY & MEDICAL SVCS	GENERAL TRANSPORT CONTRACT	1345 A ST. NE				WASHINGTON	DC	20002	UNITED STATES	-
GATEWAY REHAB HOSPITAL	GENERAL TRANSPORT CONTRACT	5940 MERCHANT STREET				FLORENCE	KY	41042	UNITED STATES	-
GFPIMA OWNER 7, LLC	REAL PROPERTY LEASE	9165 E. DEL CAMINO 160				SCOTTSDALE	AZ	85258	UNITED STATES	4,880
GSMSC BESSEMER LLC	GENERAL TRANSPORT CONTRACT	820 GOLF COURSE ROAD				BESSEMER	AL	35022	UNITED STATES	-
GLOBAL MICROSURGICAL CENTER	GENERAL TRANSPORT CONTRACT	2712 REW CIRCLE				OCOEE	FL	34761	UNITED STATES	-
GOLDEN LIVING CENTER RIVERCHASE	GENERAL TRANSPORT CONTRACT	2500 RIVER HAVEN DRIVE				BIRMINGHAM	AL	35244	UNITED STATES	-
GOLDEN LIVING CENTER-HUEYTOWN	GENERAL TRANSPORT CONTRACT	190 BROOKLANE DRIVE				HUEYTOWN	AL	35023	UNITED STATES	-
GRACE HOSPITAL OF CLEVELAND	GENERAL TRANSPORT CONTRACT	2307 WEST 14TH STREET				CLEVELAND	OH	44113	UNITED STATES	-
GRAZI COMMUNICATIONS, LLC	SERVICE AGREEMENT	6445 E. OHIO AVE, SUITE 100				DENVER	CO	80224	UNITED STATES	70
GREEN VALLEY HEALTH & REHAB CENTER	GENERAL TRANSPORT CONTRACT	1206 ELEVENTH STREET				CARROLLTON	KY	41008	UNITED STATES	-
GREENBRIAR AT THE ALTAMONT, LLC	GENERAL TRANSPORT CONTRACT	2831 HIGHLAND AVENUE SOUTH				BIRMINGHAM	AL	35205	UNITED STATES	-
Hargis, Clayton	Medical Director	1600 S 20th Ave				SAFFORD	AZ	85546	UNITED STATES	-
HEALTH CARE AUTHORITY FOR MEDICAL WEST	GENERAL TRANSPORT CONTRACT	999 9TH AVENUE SW				BESSEMER	AL	35022	UNITED STATES	-
HEALTH OPTIONS, INC. (BCBSF)	PAYOR CONTRACT	4800 DEERWOOD CAMPUS PARKWAY				JACKSONVILLE	FL	32246	UNITED STATES	-
HEALTHSOUTH REHABILITATION HOSP. OF GADSDEN	GENERAL TRANSPORT CONTRACT	801 GOODYEAR AVE.				GADSDEN	AL	35904	UNITED STATES	-
HEALTHSOUTH REHABILITATION HOSPITAL	GENERAL TRANSPORT CONTRACT	701 MEDICAL VILLAGE DRIVE				EDGEWOOD	KY	41042	UNITED STATES	-
HEALTHSPAN, INC	PAYOR CONTRACT	225 PICTORIA DRIVE	320			CINCINNATI	OH	45246	UNITED STATES	-
HEALTHSPRING OF ALABAMA, INC.	GENERAL TRANSPORT CONTRACT	TWO CHASE CORPORATE DRIVE	300			BIRMINGHAM	AL	35244	UNITED STATES	-
HELPING HAND HOSPICE	GENERAL TRANSPORT CONTRACT	5081 LORNA ROAD				HOOVER	AL	35216	UNITED STATES	-
HIGHLANDS CENTER FOR NURSING AND REHAB	GENERAL TRANSPORT CONTRACT	2728 10TH AVE. SOUTH				BIRMINGHAM	AL	35205	UNITED STATES	-
HOGUE, TROY	RETENTION BONUS AGREEMENT	203 WINDCREST DR.				CAMILLUS	NY	13031	UNITED STATES	-
Honley, Joe	Medical Director	PO Box 40434				Memphis	TN	38174	UNITED STATES	-
HOSPICE ADVANTAGE	GENERAL TRANSPORT CONTRACT	3500 BLUE LAKE DRIVE	370			BIRMINGHAM	AL	35243	UNITED STATES	-
HOSPICE OF THE WESTERN RESERVE	GENERAL TRANSPORT CONTRACT	17876 ST. CLAIR AVENUE				CLEVELAND	OH	44110	UNITED STATES	-
HOM OF WINTER PARK, LLC	GENERAL TRANSPORT CONTRACT	2970 SCARLET ROAD				WINTER PARK	FL	32792	UNITED STATES	-
HUMANA HEALTH PLAN OF OHIO & HUMANA INS	PAYOR CONTRACT	PO BOX 1438	ATTN: LAW DEPT.			LOUISVILLE	KY	40201-1438	UNITED STATES	-
HUMANA INC. AND ITS AFFILIATES	HEALTHCARE SERVICES AGREEMENT	ATTN: GREGORY O. KADEN, ESQ.	400 ATLANTIC AVENUE			BOSTON	MA	02110-3333	UNITED STATES	4,522
HYDE PARK HEALTH CENTER	GENERAL TRANSPORT CONTRACT	4001 ROSSLYN DR.				CINCINNATI	OH	45209	UNITED STATES	-
INSPIRATION FAMILY BIRTH CENTER	GENERAL TRANSPORT CONTRACT	434 GROVE AVE.				WINTER PARK	FL	32789	UNITED STATES	-
IRON MOUNTAIN2	VENDOR AGREEMENT	DISTRICT NAME - PHOENIX	PO BOX 601002			GILBERT	CA	91189-1002	UNITED STATES	6,146
JEFFERSON COUNTY COMMISSION	911 MUNICIPAL CONTRACT	716 RICHARD ARRINGTON JR. BLVD. N. ROOM 830 COUNTY COURTHOUSE				BIRMINGHAM	AL	35203	UNITED STATES	-
JOHNSON, WAYNE	RETENTION BONUS AGREEMENT	1460 COUNTRY VISTAS LANE				©ONITA	CA	91902	UNITED STATES	-
KAISER FOUNDATION HEALTH PLAN COLORADO	PAYOR CONTRACT	10350 EAST DAKOTA AVENUE				DENVER	CO	80247	UNITED STATES	-
KAISER FOUNDATION HEALTH PLAN GEORGIA	PAYOR CONTRACT	3495 PIEDMONT ROAD, N.E.				ATLANTA	GA	30305-1736	UNITED STATES	-
KAISER FOUNDATION HEALTH PLAN NORTHERN CALIF.	PAYOR CONTRACT	1950 FRANKLIN STREET, 20TH FLOOR				OAKLAND	CA	94612	UNITED STATES	-
KAISER FOUNDATION HEALTH PLAN OHIO	PAYOR CONTRACT	1001 LAKESIDE AVENUE	1200, NORTHPOINT TOWER			CLEVELAND	OH	44114	UNITED STATES	-
KAISER FOUNDATION HEALTH PLAN-KAISER INSUR CO	PAYOR CONTRACT	300 LAKESIDE				OAKLAND	CA	94612	UNITED STATES	-
KAISER FOUNDATION HLTH PLAN, INC. (N. CA/OH/CO/GA)	PAYOR CONTRACT	300 LAKESIDE DRIVE				OAKLAND	CA	94612	UNITED STATES	-
KAISER FOUNDATION HLTH PLAN, INC.-MED TRANSPORT	PAYOR CONTRACT	300 LAKESIDE DRIVE, 18TH FLOOR				OAKLAND	CA	94612	UNITED STATES	-
KAITLYN ENTERPRISES	VENDOR AGREEMENT	1740 S YUMA ST				DENVER	CO	80223	UNITED STATES	877
KIRKWOOD BY THE RIVER	GENERAL TRANSPORT CONTRACT	3605 RATLIFF ROAD				BIRMINGHAM	AL	35210	UNITED STATES	-
KISSIMMEE SURGERY CENTER	GENERAL TRANSPORT CONTRACT	2275 NORTH CENTRAL AVE.				KISSIMMEE	FL	34741	UNITED STATES	-
Kosiek, David	Medical Director	6636 W Westminster Dr				Sioux Falls	SD	57106	UNITED STATES	-
LA AMISTAD BEHAVIORAL HEALTH	GENERAL TRANSPORT CONTRACT	41650 PARK AVENUE NORTH				MAITLAND	FL	32751	UNITED STATES	-
LA AMISTAD RESID. TR CTR DBA CENTRAL FL BEHAV HOSP	GENERAL TRANSPORT CONTRACT	8601 CENTRAL FLORIDA PKWY				ORLANDO	FL	32821	UNITED STATES	-
LAKESIDE BEHAVIORAL HEALTHCARE, INC	GENERAL TRANSPORT CONTRACT	434 WEST KENNEDY BLVD.				ORLANDO	FL	32810	UNITED STATES	-
LEISTER SOLUTIONS, LLC	CONSULTING SERVICES AGREEMENT	3850 WYOMING STREET				SAINT LOUIS	MO	63116	UNITED STATES	12,545
LEWIS, MD, BOBBY	MEDICAL DIRECTOR CONTRACT	11800 HWY 145				CLANTON	AL	35046	UNITED STATES	-
LIFE CARE CENTER OF ORLANDO	GENERAL TRANSPORT CONTRACT	3711 ARYSE ROAD				ORLANDO	FL	32817	UNITED STATES	-
LIFE CARE HOSPICE	GENERAL TRANSPORT CONTRACT	934 GRUBBS AVE.				GARDENDALE	AL	35071	UNITED STATES	-
LIFE CARE MEDICAL SERVICES (KAISER SUBCONTRACTOR)	CUSTOMER CONTRACT	3755 BOETTLER OAKS DR.	E			UNIONTOWN	OH	44685	UNITED STATES	-
LOFTUS PLASTIC SURGERY CENTER	GENERAL TRANSPORT CONTRACT	1881 DIXIE HWY	300			FT. WRIGHT	KY	41011	UNITED STATES	-
LUGE & SONS DEVELOPMENT, INC	REAL PROPERTY LEASES	40937 N. Rattlesnake Road				San Tan Valley	AZ	85140	UNITED STATES	336
MADONNA MANOR	GENERAL TRANSPORT CONTRACT	2344 AMSTERDAM RD.				VILLA HILLS	KY	41017	UNITED STATES	-
MAPLECREST NURSING HOME	GENERAL TRANSPORT CONTRACT	400 SEXTON STREET				STRUTHERS	OH	44471	UNITED STATES	-
MARICOPA COUNTY	CUSTOMER CONTRACT	C/O MARICOPA COUNTY ATTORNEY'S OFFICE	ATTN: LORI A. LEWIS, DEPUTY COUNTY ATTORNEY	222 N. CENTRAL AVENUE, SUITE 1100		PHOENIX	AZ	85004	UNITED STATES	1,737
MARICOPA COUNTY SPECIAL HEALTH CARE DISTRICT	CONSULTATION AND SUPPORT AGREEMENT	2619 E. PIERCE STREET	2ND FLOOR			PHOENIX	AZ	85008	UNITED STATES	-
MARION COUNTY	CUSTOMER CONTRACT	PO BOX 14500				SALEM	OR	97309	UNITED STATES	-
MCGUFFEY HEALTH AND REHAB CENTER	GENERAL TRANSPORT CONTRACT	1301 RAINBOW DRIVE				GADSDEN	AL	35901	UNITED STATES	-
MEADOWOOD RETIREMENT VILLAGE	GENERAL TRANSPORT CONTRACT	508 PINEVIEW AVENUE				GLENCOE	AL	35905	UNITED STATES	-
MEADOWS OF RAINBOW CITY, LLC	GENERAL TRANSPORT CONTRACT	520 LASALLE STREET				RAINBOW CITY	AL	35906	UNITED STATES	-
MEADOWS, GARDEN PARK & DUAL MANOR	GENERAL TRANSPORT CONTRACT	11780 PELLSTON COURT				FOREST PARK	OH	45240	UNITED STATES	-
MEDSTAT EMS (KAISER SUBCONTRACTOR)	CUSTOMER CONTRACT	PO BOX 962170				RIVERDALE	GA	30296	UNITED STATES	-
MEDICARE ADVANTAGE (BCBSF)	PAYOR CONTRACT	4800 DEERWOOD CAMPUS PKWY				JACKSONVILLE	FL	32246	UNITED STATES	-
METROATLANTA AMBULSVCS (KAISER SUBCONTRACTOR)	CUSTOMER CONTRACT	995 ARMSTRONG STREET				MARIETTA	GA	30060	UNITED STATES	-
MILLER, GLENN	RETENTION BONUS AGREEMENT	50 HICKORY LAKE DR.				EADS	TN	38028	UNITED STATES	-

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Rural Metro Corporation
AMENDMENTS - Updated Cure Amounts & New Contract Acceptions

Contract Counterparty	Contract Description	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country	Cure Amount
MILLER, GLENN	SEVERANCE AND NON-COMPETE AGREEMENT	50 HICKORY LAKE DR.				EADS	TN	38028	UNITED STATES	-
MOBIL MARTIN, INC. (KAISER SUBCONTRACTOR)	CUSTOMER CONTRACT	14837 DETROIT AVE		123		LAKEWOOD	OH	44107	UNITED STATES	-
MOTHER MARGARET HALL NURSING HOME	GENERAL TRANSPORT CONTRACT	5900 DELHI ROAD				MT. ST. JOSEPH	OH	45051	UNITED STATES	-
MOUNT ROYAL TOWERS	GENERAL TRANSPORT CONTRACT	300 ROYAL TOWERS DRIVE				BIRMINGHAM	AL	35209	UNITED STATES	-
MOUNTAIN COVE ASSISTED LIVING	GENERAL TRANSPORT CONTRACT	6330 US HIGHWAY 431				GADSDEN	AL	35901	UNITED STATES	-
MOUNTAIN VIEW HOSPITAL	GENERAL TRANSPORT CONTRACT	3001 SCENIC HIGHWAY				GADSDEN	AL	35904	UNITED STATES	-
MOUNTAIN VISTA FIRE DISTRICT (FIRE CONTRACT)	FIRE PROTECTION CONTRACT	2293 W. MAGEE ROAD		190		TUCSON	AZ	85742	UNITED STATES	13,898
MOUNTAINVIEW HEALTHCARE CENTER	GENERAL TRANSPORT CONTRACT	507 44TH ST. S.W.				BIRMINGHAM	AL	35221	UNITED STATES	-
MULTICARE	CUSTOMER CONTRACT	PO BOX 5298				TACOMA	WA	98415-0296	UNITED STATES	323
MVP HEALTH CARE	PAYOR CONTRACT	625 STATE STREET				SCHENECTADY	NY	12305	UNITED STATES	-
NATIONAL FUEL RESOURCES INC	CUSTOMER CONTRACT	PO BOX 5161				BUFFALO	NY	14240-5161	UNITED STATES	130
NEMOURS CHILDREN'S HOSPITAL	GENERAL TRANSPORT CONTRACT	9145 NARCOOSSEE RD.		203		ORLANDO	FL	32827	UNITED STATES	-
NEW BEACON HEALTHCARE GROUP, LLC	GENERAL TRANSPORT CONTRACT	2124 HIGHLAND AVE SOUTH		110		BIRMINGHAM	AL	35205	UNITED STATES	-
NORMAN, MARK	RETENTION BONUS AGREEMENT	32624 LILAC ROAD				VALLEY CENTER	CA	92082	UNITED STATES	-
NORTHGLENN AMBULANCE, INC. (KAISER SUBCONTRACTOR)	CUSTOMER CONTRACT	10655 WASHINGTON STREET				NORTHGLENN	CO	80233	UNITED STATES	-
NORTHSIDE HEALTHCARE	GENERAL TRANSPORT CONTRACT	700 HUTCHINS AVE.				GADSDEN	AL	35901	UNITED STATES	-
NORTHWAY HEALTH & REHAB	GENERAL TRANSPORT CONTRACT	1424 NORTH 25TH STREET				BIRMINGHAM	AL	35234	UNITED STATES	-
NORTHWEST FIRE DISTRICT	DISPATCH SERVICES AGREEMENT	5235 W. MASSINGALE DR.				TUCSON	AZ	85743	UNITED STATES	-
NORTHWEST HOSPITAL, LLC	VENDOR AGREEMENT	NORTHWEST MEDICAL CENTER	6200 N. LA CHOLLA BLVD.			TUCSON	AZ	85741	UNITED STATES	-
NY STATE DEPT OF AGRICULTURE & MARKETS-STATE FAIR	STAND-BY CONTRACT	108 AIRLINE DRIVE				ALBANY	NY	12205	UNITED STATES	-
OAK KNOLL HEALTH & REHABILITATION, LLC	GENERAL TRANSPORT CONTRACT	824 6TH AVENUE WEST				BIRMINGHAM	AL	35204	UNITED STATES	-
OAK TRACE REHABILITATION	GENERAL TRANSPORT CONTRACT	325 SELMA ROAD				BESSEMER	AL	35020	UNITED STATES	-
OAKS ON PARKWOOD, LLC	GENERAL TRANSPORT CONTRACT	2651 LAUREL OAK DRIVE				BESSEMER	AL	35022	UNITED STATES	-
OASIS HEALTHCARE	GENERAL TRANSPORT CONTRACT	2009 AGAPE CIRCLE				MOODY	AL	35004	UNITED STATES	-
ONE HEALTH PLAN OF OHIO, INC.	PAYOR CONTRACT	24950 COUNTRY CLUB BLVD.		400		NORTH OLMSTED	OH	44070	UNITED STATES	-
ORANGE COUNTY CORRECTIONS DEPT.	GENERAL TRANSPORT CONTRACT	PO BOX 1393				ORLANDO	FL	32802-1393	UNITED STATES	-
ORLANDA ORTHOPEDIC OUTPATIENT SURGERY CENTER, LLC	GENERAL TRANSPORT CONTRACT	45 WEST CRYSTAL LAKE ST.		300		ORLANDO	FL	32806	UNITED STATES	-
ORLANDO HEALTH, INC.	GENERAL TRANSPORT CONTRACT	818 MAIN LANE				ORLANDO	FL	32806	UNITED STATES	-
ORLANDO OPHTHALMOLOGY SURGERY CENTER	GENERAL TRANSPORT CONTRACT	105 BONNIE LOCH CT				ORLANDO	FL	32806	UNITED STATES	-
OSCEOLA HEALTH CARE CENTER	GENERAL TRANSPORT CONTRACT	4201 WEST NEW NOLTE ROAD				ST. CLOUD	FL	34772	UNITED STATES	-
OWASCO FIRE DEPARTMENT	PARAMEDIC INTERCEPT CONTRACT	7174 OWASCO ROAD				AUBURN	NY	13021	UNITED STATES	-
PACE CNY (LORETTO INDEP. LIVING SVCS.)	GENERAL TRANSPORT CONTRACT	100 MALTA LANE				NORTH SYRACUSE	NY	13212	UNITED STATES	-
PATIENTS (PARAMEDICS) PLUS (KAISER SUBCONTRACTOR)	CUSTOMER CONTRACT	3521 GLENWOOD				TYLER	TX	75702	UNITED STATES	-
PEMBROOKE PLACE	GENERAL TRANSPORT CONTRACT	850 E. MIDLOTHIAN				YOUNGSTOWN	OH	44507	UNITED STATES	-
PHYSICIANS SURGICAL CARE CENTER	GENERAL TRANSPORT CONTRACT	2056 ALOMA AVE				WINTER PARK	FL	32792	UNITED STATES	-
PLANTATION MANOR	GENERAL TRANSPORT CONTRACT	PO BOX 97				MCCALLA	AL	35111	UNITED STATES	-
PRESTO X	VENDOR AGREEMENT	445 BRYANT ST	SUITE 2			DENVER	CO	80204	UNITED STATES	298
PRIMENET, INC.	PAYOR CONTRACT	725 BOARDMAN-CANFIELD RD.	K-1			BOARDMAN	OH	44512	UNITED STATES	-
PROMISE HOSPITAL OF FL AT THE VILLAGES	GENERAL TRANSPORT CONTRACT	5050 COUNTY ROAD 471				OXFORD	FL	34484	UNITED STATES	-
PROVIDENCE PAVILION	GENERAL TRANSPORT CONTRACT	401 EAST 20TH				COVINGTON	KY	41013	UNITED STATES	-
R&M REPEATER LLC	VENDOR AGREEMENT	PO BOX 3130				PAYSON	AZ	85547-3130	UNITED STATES	-
RACY ASSOCIATES, INC.	CONSULTING AGREEMENT	535 W. BURTON DR.				TUCSON	AZ	85704	UNITED STATES	4,548
RIDGEVIEW EXTENDED CARE	GENERAL TRANSPORT CONTRACT	700 CORPORATE RIDGE DRIVE				BIRMINGHAM	AL	35242	UNITED STATES	-
RIVERVIEW REGIONAL MEDICAL CENTER	GENERAL TRANSPORT CONTRACT	600 S. 3RD STREET				GADSDEN	AL	35901	UNITED STATES	-
ROMANS, ALLAN	Medical Director	2440 Blackhouse Road				MARYVILLE	TN	37801	UNITED STATES	-
ROSEDALE MANOR	GENERAL TRANSPORT CONTRACT	4250 GLENN AVENUE				COVINGTON	KY	41015	UNITED STATES	-
SAGGAU & DEROLLO, LLC	CONSULTING AGREEMENT	97 SOUTH SECOND STREET, SUITE 300				SAN JOSE	CA	95113	UNITED STATES	8,000
SAIA COMMUNICATIONS, INC.	CUSTOMER CONTRACT	100 STRADTMAN ST				BUFFALO	NY	14206	UNITED STATES	54,312
SAME DAY SURGERY OF ORLANDO	GENERAL TRANSPORT CONTRACT	88 WEST KALEY				ORLANDO	FL	32806	UNITED STATES	-
SAND LAKE SURGERY	GENERAL TRANSPORT CONTRACT	7477 SAND LAKE COMMONS BLVD.				ORLANDO	FL	32819	UNITED STATES	-
SAP AMERICA, INC.	CUSTOMER CONTRACT	C/O BROWN & CONNERY, LLP	ATTN: DONALD K. LUDMAN, ESQUIRE	6 N. BROAD STREET, SUITE 100		WOODBURY	NJ	08096	UNITED STATES	12,261
SAVANNAH COURTLAND FEA BRIGHTON GARDENS	GENERAL TRANSPORT CONTRACT	1301 W. MAITLAND BLVD.				ORLANDO	FL	32751	UNITED STATES	-
SELECT SPECIALTY HOSPITAL OF N. KENTUCKY	GENERAL TRANSPORT CONTRACT	85 NORTH GRAND AVE.				FT. THOMAS	KY	41075	UNITED STATES	-
SELF HEALTHCARE & REHAB CENTER	GENERAL TRANSPORT CONTRACT	131 EAST CREST ROAD				HUEYTOWN	AL	35023	UNITED STATES	-
SENIORS' RESOURCE CENTER (KAISER SUBCONTRACTOR)	CUSTOMER CONTRACT	8237 CHASE ST				DENVER	CO	80212	UNITED STATES	-
Severyn, Fred	Medical Director	University Physicians Inc.	c/o Finance Dept. ATTN: Fred Severyn	PO BOX 725		Aurora	CO	80040	UNITED STATES	-
SMITH, GARY	RETENTION BONUS AGREEMENT	73 GREEN CASTLE LANE				WILLIAMSVILLE	NY	14221	UNITED STATES	-
SMITH, GARY	SEVERANCE AND NON-COMPETE AGREEMENT	73 GREEN CASTLE LANE				WILLIAMSVILLE	NY	14221	UNITED STATES	-
SOUTH HEALTH & REHABILITATION	GENERAL TRANSPORT CONTRACT	1220 SOUTH 17TH ST.				BIRMINGHAM	AL	35205	UNITED STATES	-
SOUTH LAKE HOSPITAL	GENERAL TRANSPORT CONTRACT	1099 CITRUS TOWER BLVD.				CLERMONT	FL	34711	UNITED STATES	-
SOUTHEAST HOSPICE NETWORK	GENERAL TRANSPORT CONTRACT	202 MCKINNEY AVENUE				ALBERTVILLE	AL	35950	UNITED STATES	-
SOUTHERNCARE, INC.	GENERAL TRANSPORT CONTRACT	2204 LAKESHORE DR.		475		BIRMINGHAM	AL	35209	UNITED STATES	-
ST CHARLES CARE CENTER	GENERAL TRANSPORT CONTRACT	500 FARRELL DRIVE				COVINGTON	KY	41011	UNITED STATES	-
ST. CLAIR HEALTH & REHAB INC.	GENERAL TRANSPORT CONTRACT	7300 U.S. HWY. 78				PELL CITY	AL	35128	UNITED STATES	-
ST. CLOUD REGIONAL MEDICAL CENTER	GENERAL TRANSPORT CONTRACT	2906 17TH STREET				ST. CLOUD	FL	34769-6099	UNITED STATES	-
ST. ELIZABETH HEALTHCARE	GENERAL TRANSPORT CONTRACT	ONE MEDICAL VILLAGE DRIVE				EDGEWOOD	KY	41017	UNITED STATES	520
STADIUM MEDICAL/LIMOCARE (KAISER SUBCONTRACTOR)	CUSTOMER CONTRACT	695 CANON CT		33		DENVER	CO	80204	UNITED STATES	-
STARR DOC MEDICAL DIRECTION PLLC	CONSULTING AGREEMENT	6636 W. WESTMINSTER DR.				SIOUX FALLS	SD	57106	UNITED STATES	790
Starwest Associates, LLC	REAL PROPERTY LEASE (215, 217, & 219 W. Estelle Dr. and 1014 S. We	1501 W FOUNTAINHEAD PKWY STE 850				TEMPE	AZ	85282	UNITED STATES	-
STATE UNIVERSITY OF NY UPSTATE MED UNIV (SUNY)	GENERAL TRANSPORT CONTRACT	750 EAST ADAMS STREET				SYRACUSE	NY	13210	UNITED STATES	-
SUMMACARE, INC.	PAYOR CONTRACT	10 NORTH MAIN STREET				AKRON	OH	44308	UNITED STATES	-
SUMTER COUNTY, FL	911 MUNICIPAL CONTRACT	7375 POWELL ROAD				WILDWOOD	FL	34785	UNITED STATES	-
SUNBRIDGE CARE AND REHAB GARDENDALE	GENERAL TRANSPORT CONTRACT	420 DEAN DRIVE				GARDENDALE	AL	35071	UNITED STATES	-
TACOMA PIERCE COUNTY HEALTH DEPARTMENT AND THE	WAREHOUSE STORAGE AGREEMENT	3629 SOUTH D STREET				TACOMA	WA	98418	UNITED STATES	-
TANNEHILL HAVEN INC.	GENERAL TRANSPORT CONTRACT	5736 COLEMAN LAKE ROAD				MCCALLA	AL	35111	UNITED STATES	-
TERRA VISTA REHAB & HEALTH CENTER	GENERAL TRANSPORT CONTRACT	1730 LUCERNE TERRACE				ORLANDO	FL	32806	UNITED STATES	-
TERRACE OAKS CARE & REHAB	GENERAL TRANSPORT CONTRACT	PO BOX 1153				BESSEMER	AL	35020	UNITED STATES	-
THE COMMONS AT ORLANDO LUTHERAN TOWERS	GENERAL TRANSPORT CONTRACT	300 E. CHURCH STREET				ORLANDO	FL	32801	UNITED STATES	-
THOMAS AND BETTS	GENERAL TRANSPORT CONTRACT	585 DUNCAN FARM ROAD				STEELE	AL	35987	UNITED STATES	-
THOMPSON VALLEY HLTH SVCS (KAISER SUBCONTRACTOR)	CUSTOMER CONTRACT	4480 CLYDESDALE PARKWAY				LOVELAND	CO	80538	UNITED STATES	-
THROOP FIRE DEPARTMENT	PARAMEDIC INTERCEPT CONTRACT	7159 BEECH TREE ROAD				AUBURN	NY	13021	UNITED STATES	-
TOOMEY RESIDENTIAL AND COMMUNITY SERVICES	GENERAL TRANSPORT CONTRACT	1854 W. ONONDAGA ST				SYRACUSE	NY	13204	UNITED STATES	-
TOWN OF SULLIVAN	911 MUNICIPAL CONTRACT	7502 LAKEPORT ROAD				CHITTENANGO	NY	13037	UNITED STATES	-
TOWN OF WINDERMERE	911 MUNICIPAL CONTRACT	614 MAIN STREET				WINDERMERE	FL	34786	UNITED STATES	-
TRANSCARE, INC. (KAISER SUBCONTRACTOR)	CUSTOMER CONTRACT	PO BOX 3586				MONTROSE	CO	81402	UNITED STATES	-
TRINITY MEDICAL CENTER I, LLC	GENERAL TRANSPORT CONTRACT	800 MONTCLAIR RD.				BIRMINGHAM	AL	35213	UNITED STATES	-
TRIPLE CREEK RETIREMENT COMMUNITY	GENERAL TRANSPORT CONTRACT	11230 POPPY ROAD				CINCINNATI	OH	45231	UNITED STATES	-
UNICARE TRANSPORT SERVICES	CUSTOMER CONTRACT	PO BOX 677802				ORLANDO	FL	32867-7802	UNITED STATES	5,109
United Healthcare (Bowers Company)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	9,238
United Healthcare (Eastern Ambulance Service)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	1,876
United Healthcare (EMS Ventures)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	18,642
United Healthcare (Gold Cross Ambulance)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	10,152

Rural Metro Corporation

AMENDMENTS - Updated Cure Amounts & New Contract Acceptions

Contract Counterparty	Contract Description	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country	Cure Amount
United Healthcare (LaSalle Ambulance)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	2,740
United Healthcare (Mercury Ambulance)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	651
United Healthcare (National Ambulance)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	3,557
United Healthcare (Pacific Ambulance)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	8,597
United Healthcare (Professional Medical Transport)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	3,791
United Healthcare (RM Arizona Holdings)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	6,031
United Healthcare (RM Arizona)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	17,590
United Healthcare (RM of California)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	4,538
United Healthcare (RM of Central Alabama)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	2,533
United Healthcare (RM of Central Colorado)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	10,170
United Healthcare (RM of Florida)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	6,426
United Healthcare (RM of Indiana)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	3,682
United Healthcare (RM of Mid South)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	3,281
United Healthcare (RM of Northern Ohio)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	4,559
United Healthcare (RM of Oregon)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	1,423
United Healthcare (RM of Rural Seattle II)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	48,786
United Healthcare (RM of Rural Seattle)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	48,786
United Healthcare (RM of Southern Ohio)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	13,815
United Healthcare (RM of Tennessee)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	13,815
United Healthcare (San Diego Medical Services)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	1,764
United Healthcare (SW Ambulance of Casa Grande)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	12,018
United Healthcare (SW Ambulance Of Tucson)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	17,289
United Healthcare (SW General)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	43,068
United Healthcare (Town's Ambulance)	PAYOR CONTRACT	185 ASYLUM STREET				HARTFORD	CT	06103-3408	UNITED STATES	775
UNITY HOSPICE	GENERAL TRANSPORT CONTRACT	2145 HIGHLAND AVE.				BIRMINGHAM	AL	35205	UNITED STATES	-
UNIVERSITY BEHAVIORAL CENTER	GENERAL TRANSPORT CONTRACT	2500 DISCOVERY DR.				ORLANDO	FL	32829	UNITED STATES	-
UNIVERSITY OF AL BIRMINGHAM	GENERAL TRANSPORT CONTRACT	701 20TH ST. SOUTH	AB 620			BIRMINGHAM	AL	35294-0106	UNITED STATES	-
UPSTATE EMERGENCY MEDICINE, INC. (MED. DIRECTOR)	MEDICAL DIRECTOR CONTRACT	750 E. ADAMS ST				SYRACUSE	NY	13202	UNITED STATES	11,624
VAN ALLEN NURSING HOME	GENERAL TRANSPORT CONTRACT	755 E MONROE STREET				LITTLE FALLS	NY	13365	UNITED STATES	-
VANNATTA	VENDOR AGREEMENT	3340 COMMERCIAL ST SE	STE 210			SALEM	OR	97308	UNITED STATES	659
VIAQUEST INC.	GENERAL TRANSPORT CONTRACT	5533 CANAL ROAD				VALLEY VIEW	OH	44125	UNITED STATES	-
VILLAGE AT COOK SPRINGS, LLC	GENERAL TRANSPORT CONTRACT	PO BOX 10				COOK SPRINGS	AL	35052	UNITED STATES	-
WELL CARE HMO, INC.	PAYOR CONTRACT	860 WEST FAIRBANKS AVE.			A	WINTER PARK	FL	32789	UNITED STATES	-
WEST ORANGE HC DISTRICT DBA HEALTH CENTRAL	GENERAL TRANSPORT CONTRACT	10000 WEST COLONIAL DR.				OCOEE	FL	34761	UNITED STATES	-
WESTERN RESERVE JOINT FIRE DEPT.	911 MUNICIPAL CONTRACT	111 S. MAIN STREET				POLAND	OH	44514	UNITED STATES	-
WINTER PARK UROLOGY CENTER	GENERAL TRANSPORT CONTRACT	1812 NORTH MILLS AVENUE				ORLANDO	FL	32803	UNITED STATES	-
WOODCREST MANOR CARE CENTER	GENERAL TRANSPORT CONTRACT	3876 TURKEYFOOT ROAD				ELSMERE	KY	41018	UNITED STATES	-
YARNELL FIRE DISTRICT	DISPATCH SERVICES AGREEMENT	22558 LOOKA WAY	PO 581			YARNELL	AZ	85362	UNITED STATES	-

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Rural Metro Corporation

AMENDMENTS - Updated Notice Addresses, Cure Amounts & New Contract Assumptions (12-11-2013)

Contract Counterparty	Contract Description	Address 1	Address 2	Address 3	Address 4	City	State	Zip	Country	Cure Amount
109 GASOLINE ALLEY, LLC	REAL PROPERTY LEASE (RMO Harris)	108 GASOLINE ALLEY				INDIANAPOLIS	IN	46222	UNITED STATES	23,381
ABCDW, LLC	911	1121 W. Warner Rd	Suite 109			Tempe	AZ	85284	UNITED STATES	-
Alcoa Inc.	Payor	201 Isabella Street, Pittsburgh, PA				PITTSBURGH	PA	15212	UNITED STATES	-
ARVADA FIRE PROTECTION DISTRICT	MUTUAL AID-EMT CONTRACT	6385 West 52nd Avenue				ARVADA	CO	80002	UNITED STATES	-
Boulder County	911	1777 6th Street, Boulder, CO				BOULDER	CO	80302	UNITED STATES	-
BUSINESS & DECISION	Professional Services Agreement	100 WEST VALLEY ROAD	SUITE 1000			WAYNE	PA	19087	UNITED STATES	509,653
CIT FINANCE LLC	EQUIPMENT LEASE	21710 NETWORK PL				CHICAGO	IL	60673-1217	UNITED STATES	35,473
City of Akron	911	Municipal Building, 166 S High Street, Room 501,				Akron	OH	44308	UNITED STATES	-
City of Boulder	911	1777 Broadway, Boulder, CO				BOULDER	CO	80306	UNITED STATES	-
CITY OF CHANDLER	911 MUNICIPAL CONTRACT	221 East Boston Street				CHANDLER	AZ	85225	UNITED STATES	-
City of College Park	911	3667 Main Street, College Park, GA				COLLEGE PARK	GA	30337	UNITED STATES	-
City of Glendale	911	5859 West Glendale Avenue				GLENDALE	AZ	85301	UNITED STATES	-
City of Glendale	911	5859 West Glendale Avenue				GLENDALE	AZ	85301	UNITED STATES	-
CITY OF SCOTTSDALE	REAL PROPERTY LEASE	8401 E. Indian School Rd.				SCOTTSDALE	AZ	85251	UNITED STATES	-
CITY OF SCOTTSDALE	REAL PROPERTY LEASE	8401 E. Indian School Rd.				SCOTTSDALE	AZ	85251	UNITED STATES	-
CITY OF SCOTTSDALE	911 MUNICIPAL CONTRACT	8401 E. Indian School Rd.				SCOTTSDALE	AZ	85251	UNITED STATES	-
CITY OF SCOTTSDALE	911 MUNICIPAL CONTRACT	8401 E. Indian School Rd.				SCOTTSDALE	AZ	85251	UNITED STATES	3,960
CITY OF SCOTTSDALE	911 MUNICIPAL CONTRACT	8401 E. Indian School Rd.				SCOTTSDALE	AZ	85251	UNITED STATES	-
CITY OF SCOTTSDALE	911 MUNICIPAL CONTRACT	8401 E. Indian School Rd.				SCOTTSDALE	AZ	85251	UNITED STATES	39,848
CITY OF SCOTTSDALE	911 MUNICIPAL CONTRACT	8401 E. Indian School Rd.				SCOTTSDALE	AZ	85251	UNITED STATES	-
CITY OF TACOMA	911 MUNICIPAL CONTRACT	901 Fawcett Ave.				TACOMA	WA	98402	UNITED STATES	-
CITY OF YUMA	Mutual Aid-EMT Agreement	One City Plaza				YUMA	AZ	85364	UNITED STATES	2,090
Cortessa Community Association	911	6730 N. Scottsdale Rd., Ste 290, Scottsdale, AZ				SCOTTSDALE	AZ	85253	UNITED STATES	-
DeKalb County	911	1300 Commerce Drive, Decatur, GA				DECATUR	GA	30030	UNITED STATES	-
EASTERN NIAGARA HOSPITAL	GENERAL TRANSPORT CONTRACT	521 East Avenue				LOCKPORT	NY	14094	UNITED STATES	-
EMERGENCY RADIO SERVICE INC	Managed Services Agreement	PO BOX 711097				CINCINNATI	OH	45271-1097	UNITED STATES	-
England Economic & Industrial Dev.	Specialty Fire	1611 Arnold Drive, Alexandria, LA				ALEXANDRIA	LA	71303	UNITED STATES	-
EXEMPLA HEALTHCARE	GENERAL TRANSPORT CONTRACT	Third Floor 8300 West 38th Avenue				WHEAT RIDGE	CO	80033	UNITED STATES	4,528
FIRSTWATCH	SOFTWARE SUBSCRIPTION AGREEMENTS	322 ENCINITAS BLVD	SUITE 100			ENCINITAS	CA	92024	UNITED STATES	242,278
Grubb & Ellis Management Svcs Inc.	Specialty Fire	PO Box 397, Vail, AZ				Vail	AZ	85641	UNITED STATES	-
HCA-HEALTHONE LLC D/B/A AIRLIFE	GENERAL TRANSPORT CONTRACT	501 E. Hampden Avenue				Englewood	CO	80113	UNITED STATES	-
Henry Schein, Inc.	Supplies	4952 W. 8140 S.				WEST JORDAN	UT	84081	UNITED STATES	-
Hughes County	911	104 East Capitol Ave., Pierre, SD				Pierre	SD	57501	UNITED STATES	-
IRON MOUNTAIN	CUSTOMER AGREEMENT	DISTRICT NAME - PHOENIX	PO BOX 601002			GILBERT	CA	91316-1002	UNITED STATES	26,482
Johnson Controls Inc.	Specialty Fire	Lilly Corporate Center				Indianapolis	IN	46285	UNITED STATES	-
Kaiser Permanente Insurance Company	General	300 Lakeside Dr.				OAKLAND	CA	94612	UNITED STATES	-
KALEIDA HEALTH	GENERAL TRANSPORT CONTRACT	726 Exchange St.	Ste. 200			BUFFALO	NY	14210	UNITED STATES	-
La Canada Fire Dist.	911	1514 W. Chapala Dr.				Tucson	AZ	85704	UNITED STATES	-
LUGE & SONS DEVELOPMENT, INC	REAL PROPERTY LEASES	40937 N. Rattlesnake Road				San Tan Valley	AZ	85140	UNITED STATES	65,969
Shelby County, TN	911	Shelby County Government	160 N. Main St.	Ste. 550		MEMPHIS	TN	38103	UNITED STATES	-
Shelby County, TN	911	Shelby County Fire Dept.	1075 Mullins Station Rd.	Building C, 2nd Floor		MEMPHIS	TN	38134	UNITED STATES	-
St. Francis Hospice	General	1600 Albany Street				BEECH GROVE	IN	46107	UNITED STATES	-
Sumpter County Board of County Commissioners	911 Municipal	Bradley Arnold, County Administrator 7375 Powell Road				WILDWOOD	FL	34785	UNITED STATES	-
Town of Amherst	911	5583 Main Street, Williamsville, NY				WILLIAMSVILLE	NY	14221	UNITED STATES	-
Town of Ridgeway	911	410 West Street				Medina	NY	14103	UNITED STATES	-
Town of Salina	911 Municipal	Office of the Supervisor Town of Salina 201 School Road Liverpool, NY				LIVERPOOL	NY	13088	UNITED STATES	-
Town of Shelby	911	4062 Saltworks Rd				Medina	NY	14103	UNITED STATES	-
Town of Yates	911	8 South Main Street				Lyndonville	NY	14098-0484	UNITED STATES	-
TriStar Health System Inc.	General Transport	130 Winners Circle	1st Floor			BRENTWOOD	TN	37027	UNITED STATES	-
University Hospital Health System	General Transport	11001 Euclid Avenue				CLEVELAND	OH	44106	UNITED STATES	-

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EXHIBIT A
List of Debtors

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are:

Arizona EMS Holdings, Inc. (AZ) (7244)	Rural/Metro of Brewerton, Inc. (NY) (0912)
Beacon Transportation, Inc. (NY) (4028)	Rural/Metro of California, Inc. (DE) (8164)
Bowers Companies, Inc. (CA) (6465)	Rural/Metro of Central Alabama, Inc. (DE) (5348)
ComTrans Ambulance Service, Inc. (AZ) (6923)	Rural/Metro of Central Colorado, Inc. (DE) (6583)
Corning Ambulance Service, Inc. (NY) (5659)	Rural/Metro of Central Ohio, Inc. (DE) (2407)
Donlock, Ltd. (PA) (0659)	Rural/Metro of Greater Seattle, Inc. (WA) (6902)
E.M.S. Ventures, Inc. (GA) (3254)	Rural/Metro of Indiana, L.P. (DE) (9954)
Eastern Ambulance Service, Inc. (NE) (7359)	Rural/Metro of New York, Inc. (DE) (0083)
Eastern Paramedics, Inc. (DE) (1102)	Rural/Metro of Northern California, Inc. (DE) (3227)
Emergency Medical Transport, Inc. (AZ) (3878)	Rural/Metro of Northern Ohio, Inc. (DE) (8398)
EMS Ventures of South Carolina, Inc. (SC) (4174)	Rural/Metro of Ohio, Inc (DE) (0488)
Gold Cross Ambulance Service of PA, Inc. (OH) (9869)	Rural/Metro of Oregon, Inc. (DE) (3435)
Gold Cross Ambulance Services, Inc. (DE) (4792)	Rural/Metro of Rochester, Inc. (NY) (0148)
Lasalle Ambulance, Inc. (NY) (4422)	Rural/Metro of San Diego, Inc. (CA) (4132)
Medical Emergency Devices and Services (Meds), Inc. (AZ) (2218)	Rural/Metro of Southern California, Inc. (DE) (1679)
Mercury Ambulance Service, Inc. (KY) (8659)	Rural/Metro of Southern Ohio, Inc. (OH) (9303)
Metro Care Corp. (OH) (3994)	Rural/Metro of Tennessee, L.P. (DE) (3714)
National Ambulance & Oxygen Service, Inc. (NY) (9150)	Rural/Metro Operating Company, LLC (DE) (7563)
North Miss. Ambulance Service, Inc. (MS) (4696)	San Diego Medical Services Enterprise, L.L.C. (CA) (4136)
Pacific Ambulance, Inc. (CA) (7781)	Sioux Falls Ambulance, Inc. (SD) (4797)
Professional Medical Transport, Inc. (AZ) (6661)	Southwest Ambulance and Rescue of Arizona, Inc. (AZ) (9229)
R/M Arizona Holdings, Inc. (AZ) (6302)	Southwest Ambulance of Casa Grande, Inc. (AZ) (2807)
R/M Management Co., Inc. (AZ) (3444)	Southwest Ambulance of New Mexico, Inc. (NM) (5701)
R/M of Tennessee G.P., Inc. (DE) (0819)	Southwest Ambulance of Southeastern Arizona, Inc. (AZ) (8415)
R/M of Tennessee L.P., Inc. (DE) (0821)	Southwest Ambulance of Tucson, Inc. (AZ) (3618)
RMC Corporate Center, L.L.C. (AZ) (4546)	Southwest General Services, Inc. (AZ) (7537)
Rural/Metro (Delaware) Inc. (DE) (1572)	SW General Inc. (AZ) (4455)
Rural/Metro Corporation (AZ) (4388)	The Aid Ambulance Company, Inc. (DE) (4432)
Rural/Metro Corporation (DE) (6929)	The Aid Company, Inc. (IN) (8091)
Rural/Metro Corporation of Florida (FL) (4668)	Towns Ambulance Service, Inc. (NY) (8281)
Rural/Metro Corporation of Tennessee (TN) (9245)	Valley Fire Service, Inc. (DE) (6188)
Rural/Metro Fire Dept., Inc. (AZ) (3445)	W & W Leasing Company, Inc. (AZ) (1806)
Rural/Metro Mid-South, L.P. (DE) (4413)	WP Rocket Holdings, Inc. (DE) (9609)

EXHIBIT B

Amended and Restated Secured Credit Agreement and Backstop Term Loan

CREDIT AGREEMENT

dated as of

[ ], 2013,

among

WP ROCKET HOLDINGS INC.,
as Holdings,

RURAL/METRO CORPORATION,
as Borrower,

The Lenders Party Hereto

and

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Administrative Agent

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CREDIT AGREEMENT dated as of [ ], 2013 (this "Agreement"), among WP ROCKET HOLDINGS INC., a Delaware corporation ("Holdings"), RURAL/METRO CORPORATION, a Delaware corporation (the "Borrower"), the LENDERS party hereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent.

RECITALS

WHEREAS, on August 4, 2013 (the "Petition Date"), Holdings, the Borrower and each of their respective Subsidiaries (the "Debtors") commenced chapter 11 cases administratively consolidated as Chapter 11 Case No. 13-11952 (collectively, the "Chapter 11 Cases") by filing separate voluntary petitions for reorganization pursuant to chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, prior to the Petition Date, financing was provided to Borrower pursuant to that certain Credit Agreement dated as of June 30, 2011, among Holdings, the Borrower (as successor by merger to WP Rocket Merger Sub, Inc., a Delaware corporation), the lenders party thereto and Credit Suisse AG, as administrative agent (as amended, modified or supplemented through the Petition Date, the "Existing Credit Agreement");

WHEREAS, on [_____ 2013], the Bankruptcy Court entered the Confirmation Order confirming the Plan of Reorganization proposed by the Debtors under Chapter 11 of the Bankruptcy Code (as in effect on the Effective Date, the "Plan");

WHEREAS, pursuant to the terms of the Plan, the Existing Credit Agreement shall be amended and restated in the form hereof and new post-petition loans described herein shall be made to Borrower of up to such amounts and upon the terms and conditions set forth herein;

WHEREAS, Borrower has agreed to secure all of its Loan Document Obligations under the Loan Documents by granting to the Administrative Agent and the Lenders a security interest in and lien upon substantially all of its existing and after-acquired personal and real property;

WHEREAS, Holdings and certain of its Subsidiaries are willing to guarantee all of the Loan Document Obligations of Borrower under the Loan Documents and to secure all of their obligations under their guarantee by granting to the Administrative Agent and the Lenders a security interest in and lien upon substantially all of their existing and after-acquired personal and real property including, without limitation, all of the Equity Interests of Borrower; and

WHEREAS, each Subsidiary will receive substantial direct and indirect benefits by reason of the making of loans and other financial accommodations to the Borrower as provided in this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"ABR" when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternate Base Rate.

"Additional Lender" means, at any time, any bank or other financial institution that agrees to provide any portion of any Credit Agreement Refinancing Indebtedness pursuant to a Refinancing Amendment in accordance with Section 2.21; provided that each Additional Lender (other than any Person that is a Lender, an Affiliate of a Lender or an Approved Fund of a Lender at such time) shall be subject to the approval of the Administrative Agent (such approval not to be unreasonably withheld or delayed) and, if such Additional Lender will provide any Other Term Commitment, the Borrower.

"Adjusted LIBO Rate" means with respect to any Eurocurrency Borrowing for any Interest Period, an interest rate per annum equal to (i) the LIBO Rate for such Interest Period multiplied by (ii) the Statutory Reserve Rate.

"Administrative Agent" means Credit Suisse AG, Cayman Islands Branch, in its capacity as administrative agent hereunder and under the other Loan Documents, and its successors in such capacity as provided in Article VIII.

"Administrative Questionnaire" means an administrative questionnaire in a form supplied by the Administrative Agent.

"Affiliate" means, with respect to a specified Person, another Person that directly or indirectly Controls or is Controlled by or is under common Control with the Person specified.

"Affiliated Debt Funds" means any Affiliated Lender that is primarily engaged in, or advises funds or other investment vehicles that are engaged in, making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit or securities in the ordinary course of business at the time of the relevant sale or assignment thereto pursuant to Section 9.04(a)(iv) and so long as the individuals who are employees, officers or directors of the Sponsor and who are responsible for the advisement or management of such Affiliate do not include any individuals who are responsible for the advisement or management of Holdings and its Subsidiaries, and the individuals who are employees, officers or directors of Sponsor and who are responsible for the advisement or management of Holdings and its Subsidiaries do not have the right to direct or influence the credit decisions of such Affiliate or directly or indirectly appoint (or have the right to appoint) any individual at such Affiliate with responsibility for reviewing or approving any decisions with respect to the transactions contemplated by any of the Loan Documents.

"Affiliated Lender" means, at any time, the Sponsor or an Affiliate of a Sponsor (other than Holdings, the Borrower or any of their respective Subsidiaries) at such time.

"Agent Parties" has the meaning given to such term in Section 9.01(c).

"Agreement" has the meaning given to such term in the preamble.

"Alternate Base Rate" means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus 1/2 of 1% and (c) the Adjusted LIBO Rate determined on such date (or if such day is not a Business Day, the immediately preceding Business Day) for a deposit in dollars with a maturity of one month plus 1%; provided that, for the avoidance of doubt, the Adjusted LIBO Rate for any day shall be based on the rate determined on such day at approximately 11 a.m. (London time) by reference to the British Bankers'

Association Interest Settlement Rates for deposits in dollars (as set forth by any service selected by the Administrative Agent that has been nominated by the British Bankers' Association as an authorized vendor for the purpose of displaying such rates). Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate, respectively. Notwithstanding the foregoing, the Alternate Base Rate will be deemed to be 2.50% per annum if the Alternate Base Rate calculated pursuant to the foregoing provisions would otherwise be less than 2.50% per annum.

"Applicable Account" means, with respect to any payment to be made to the Administrative Agent hereunder, the account specified by the Administrative Agent from time to time for the purpose of receiving payments of such type.

"Applicable Rate" means (a) with respect to Existing Term Loans and Converted Term Loans, (i) 6.50% per annum, in the case of an ABR Loan; provided that, prior to the second anniversary of the Effective Date, 5.50% shall be paid in cash and 1.00% shall be Paid-in-Kind or (ii) 7.50% per annum, in the case of a Eurocurrency Loan; provided that, prior to the second anniversary of the Effective Date, 6.50% shall be paid in cash and 1.00% shall be Paid-in-Kind and (b) with respect to Backstop Term Loans, (i) 6.50% per annum, in the case of an ABR Loan, of which, 5.50% shall be paid in cash and 1.00% shall be Paid-in-Kind or (ii) 7.50% per annum, in the case of a Eurocurrency Loan; provided that, 6.50% shall be paid in cash and 1.00% shall be Paid-in-Kind.

"Approved Bank" has the meaning assigned to such term in the definition of the term "Permitted Investments".

"Approved Fund" means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or investing in commercial loans and similar extensions of credit in the ordinary course of its activities and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any Person whose consent is required by Section 9.04), substantially in the form of Exhibit A or any other form reasonably approved by the Administrative Agent.

"Backstop Term Commitment" means, with respect to each Lender, the commitment, if any, of such Lender to make a Backstop Term Loan hereunder on the Effective Date, expressed as an amount representing the maximum principal amount of the Backstop Term Loan to be made by such Lender hereunder, as such commitment may be reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to an Assignment and Assumption. The amount of each Lender's Backstop Term Commitment as of the Effective Date is set forth on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender shall have assumed its Backstop Term Commitment, as the case may be.

"Backstop Term Lender" means a Lender with a Backstop Term Commitment or an outstanding Backstop Term Loan.

"Backstop Term Loans" means Loans made pursuant to clause (c) of Section 2.01.

"Backstop Term Maturity Date" means June 30, 2018.

"Bankruptcy Code" means Title 11 of the United State Code, as amended, or any similar federal or state law for the relief of debtors.

"Bankruptcy Court" has the meaning assigned thereto in the recitals.

"Board of Directors" means, with respect to any Person, (a) in the case of any corporation, the board of directors of such Person or any committee thereof duly authorized to act on behalf of such board, (b) in the case of any limited liability company, the board of managers of such Person, (c) in the case of any partnership, the board of directors or board of managers of the general partner of such Person and (d) in any other case, the functional equivalent of the foregoing.

"Board of Governors" means the Board of Governors of the Federal Reserve System of the United States of America.

"Borrower" has the meaning assigned to such term in the preamble.

"Borrower Materials" has the meaning assigned to such term in Section 5.01.

"Borrowing" means Loans of the same Class and Type, made, converted or continued on the same date and, in the case of Eurocurrency Loans, as to which a single Interest Period is in effect.

"Borrowing Request" means a request by the Borrower for a Borrowing in accordance with Section 2.03.

"Budget" shall have the meaning set forth in Section 5.01(f).

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed; provided that when used in connection with a Eurocurrency Loan, the term "Business Day" shall also exclude any day that is not a London Banking Day.

"Capital Expenditures" means, for any period, any expenditure which, in accordance with GAAP, is treated as a capital expenditure in the audited consolidated financial statements of the Borrower and its subsidiaries other than any expenditure made in connection with the replacement, substitution, restoration or repair of assets to the extent financed with (x) insurance proceeds paid on account of the loss of or damage to the assets being replaced, substituted, restored or repaired or (y) awards of compensation arising from the taking by eminent domain or condemnation of the assets being replaced, substituted, restored or repaired.

"Capital Lease Obligations" of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP. For purposes of Section 6.02, a Capital Lease Obligation shall be deemed to be secured by a Lien on the property being leased and such property shall be deemed to be owned by the lessee.

"Capitalized Leases" means all leases that have been or should be, in accordance with GAAP, recorded as capitalized leases; provided that for all purposes hereunder the amount of obligations under any Capitalized Lease shall be the amount thereof accounted for as a liability in accordance with GAAP.

"Capitalized Software Expenditures" means, for any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities) by the Borrower and its Subsidiaries during such period in respect of purchased software or internally developed software and software enhancements that, in conformity with GAAP, are or are required to be reflected as capitalized costs on the consolidated balance sheet of the Borrower and its Subsidiaries.

"Cash Management Obligations" means obligations of Holdings, the Borrower or any Subsidiary in respect of any overdraft and related liabilities arising from treasury, depository and cash management services or any automated clearing house transfers of funds.

"Casualty Event" means any event that gives rise to the receipt by Holdings, the Borrower or any Subsidiary of any insurance proceeds or condemnation awards or in respect of any equipment, fixed assets or real property (including any improvements thereon) to replace or repair such equipment, fixed assets or real property.

"CHAMPVA" means that program established by 38 U.S.C. § 1701 *et seq.*

"Change in Control" means (a) the failure of Holdings or, after the IPO, the IPO Entity, directly or indirectly through wholly owned subsidiaries, to own all of the Equity Interests of the Borrower, (b) prior to an IPO, the failure by Sponsor to own, directly or indirectly through one or more holding company parents of Holdings, beneficially and of record, Equity Interests in Holdings representing at least 25% of the aggregate ordinary voting power for the election of directors of Holdings represented by the issued and outstanding Equity Interests in Holdings, or (c) after an IPO, the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group (within the meaning of the Exchange Act and the rules of the SEC thereunder as in effect on the date hereof), other than the Sponsor, of Equity Interests representing 35% or more of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests in the IPO Entity and the percentage of the aggregate ordinary voting power so held is greater than the percentage of the aggregate ordinary voting power represented by the Equity Interests in the IPO Entity held by the Sponsor.

"Change in Law" means: the adoption or taking effect of any rule, regulation, treaty or other law after the date of this Agreement, (b) any change in any rule, regulation, treaty or other law or in the administration, interpretation, implementation or application thereof by any Governmental Authority after the date of this Agreement or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided, that notwithstanding anything herein to the contrary, (A) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all rules, regulations, guidelines or directives thereunder or issued in connection therewith and (B) all requests, rules, guidelines or directives concerning capital adequacy promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities shall, in each case, be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Class" when used in reference to (a) any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Existing Term Loans, Converted Term Loans, Backstop Term Loans or Other Term Loans, (b) any Commitment, refers to whether such Commitment is a Backstop Term Commitment or Other Term Commitment and (c) any Lender, refers to whether such Lender has a Loan or Commitment with respect to a particular Class of Loans or Commitments. Other Term Loans that have different terms and conditions shall be construed to be in a different Class.

"Closing Date Material Adverse Effect" means a material adverse effect on and/or a material adverse development with respect to (a) the business, operations, properties, assets or financial condition

of Holdings and its Subsidiaries, taken as a whole (other than those events typically resulting from the filing of the Chapter 11 Cases, the announcement of the filing of the Chapter 11 Cases, and those events typically resulting from the emergence from the Chapter 11 Cases); or (b) the ability of Holdings or any of its Subsidiaries, taken as a whole, to fully and timely perform their obligations under the Facilities, the Plan, and any other document contemplated hereby or thereby; provided, that events, changes, circumstances, effects or state of facts (A) occurring generally in the U.S. economy; (B) occurring generally in the industries in which Holdings and its Subsidiaries do business; (C) resulting from any changes in laws applicable to the business of Holdings and its Subsidiaries or GAAP (or other accounting principles or requirements) or the authoritative interpretations or enforcement thereof; (D) resulting from an outbreak or escalation of military hostilities involving any country where Holdings and its Subsidiaries do business, the declaration by any country where Holdings or any of its Subsidiaries does business of a national emergency or war, or the occurrence of any acts of terrorism and any actions or reactions thereto; (E) resulting from any action taken, or failed to be taken by Holdings or any of its Subsidiaries at the request of or with the consent of the Required Lenders or as otherwise required by the terms of this Agreement; or (F) resulting from any failure of the Holdings and its Subsidiaries to meet estimates, projections or forecasts of revenues, earnings or other financial or business metrics (but not the underlying cause of such failure) shall not be deemed to have a Closing Date Material Adverse Effect, except, in the case of clause (A), (B) or (C), to the extent such changes or developments have a disproportionate material adverse effect on Holdings and its Subsidiaries as compared to other participants in their industry

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Collateral" means any and all assets, whether real or personal, tangible or intangible, on which Liens are purported to be granted pursuant to the Security Documents as security for the Secured Obligations.

"Collateral Agent Agreement" means the Collateral Agent and Intercreditor Agreement dated as of the date hereof among the Borrower, the Administrative Agent and Credit Suisse AG, Cayman Islands Branch, as issuer under the LC Facility.

"Collateral Agreement" means the Collateral Agreement among the Borrower, each other Loan Party and the Administrative Agent, substantially in the form of Exhibit D.

"Collateral and Guarantee Requirement" means, at any time, the requirement that:

(a) the Administrative Agent shall have received from (i) Holdings, the Borrower and each Subsidiary (other than any Excluded Subsidiary) either (x) a counterpart of the Guarantee Agreement duly executed and delivered on behalf of such Person or (y) in the case of any Person that becomes a Loan Party after the Effective Date (including by ceasing to be an Excluded Subsidiary), a supplement to the Guarantee Agreement, in the form specified therein, duly executed and delivered on behalf of such Person and (ii) Holdings, the Borrower and each Subsidiary Loan Party either (x) a counterpart of the Collateral Agreement duly executed and delivered on behalf of such Person or (y) in the case of any Person that becomes a Subsidiary Loan Party after the Effective Date (including by ceasing to be an Excluded Subsidiary), a supplement to the Collateral Agreement, in the form specified therein, duly executed and delivered on behalf of such Person, in each case under this clause (a) together with, in the case of any such Loan Documents executed and delivered after the Effective Date, to the extent reasonably requested by the Administrative Agent, documents and opinions of the type referred to in Sections 4.01(b) and 4.01(c);

(b) all outstanding Equity Interests of the Borrower and each Subsidiary (other than any Equity Interests constituting Excluded Assets) owned by or on behalf of any Loan Party, shall have been pledged pursuant to the Collateral Agreement, and the Administrative Agent shall have received certificates, if any, or other instruments representing all such Equity Interests, together with undated stock powers or other instruments of transfer with respect thereto endorsed in blank;

(c) if any Indebtedness for borrowed money (including in respect of cash management arrangements) in a principal amount of $5,000,000 or more of Holdings, the Borrower or any Subsidiary is owing by such obligor to any Loan Party, such Indebtedness shall be evidenced by a promissory note that shall have been pledged pursuant to the Collateral Agreement, and the Administrative Agent shall have received all such promissory notes, together with undated instruments of transfer with respect thereto endorsed in blank;

(d) all certificates, agreements, documents and instruments, including Uniform Commercial Code financing statements and account control agreements with respect to each deposit account (other than Excluded Deposit Accounts) and securities account as required by the Security Documents, Requirements of Law and as reasonably requested by the Administrative Agent to be filed, delivered, registered or recorded to create the Liens intended to be created by the Security Documents and perfect such Liens to the extent required by, and with the priority required by, the Security Documents and the other provisions of the term "Collateral and Guarantee Requirement," shall have been filed, registered or recorded or executed and delivered to the Administrative Agent, as applicable;

(e) the Administrative Agent shall have received (i) counterparts of a Mortgage with respect to each Mortgaged Property duly executed and delivered by the record owner of such Mortgaged Property, (ii) with respect to each Mortgaged Property acquired after the Effective Date, a policy or policies of title insurance in the amount equal to the fair market value of such Mortgaged Property and fixtures, as determined by the Borrower in its reasonable discretion, issued by a nationally recognized title insurance company reasonably acceptable to the Administrative Agent insuring the Lien of each such Mortgage as a first priority Lien on the Mortgaged Property described therein, free of any other Liens except as expressly permitted by Section 6.02, together with such endorsements as the Administrative Agent may reasonably request, (iii) such affidavits, certificates, information (including financial data) and instruments of indemnification as shall be reasonably required to induce the title company to issue the title policy/ies and endorsements contemplated above and which are reasonably requested by such title company, (iv) with respect to each Mortgaged Property acquired after the Effective Date, a completed "Life-of-Loan" Federal Emergency Management Agency Standard Flood Hazard Determination with respect to each Mortgaged Property (together with a notice about special flood hazard area status and flood disaster assistance duly executed by the Borrower and each Loan Party relating to such Mortgaged Property) (v) if any Mortgaged Property is located in an area determined by the Federal Emergency Management Agency to have special flood hazards, evidence of such flood insurance as may be required under applicable law, including Regulation H of the Board of Governors and the other Flood Insurance Laws and as required under Section 5.07, and (vi) such legal opinions as the Administrative Agent may reasonably request with respect to any such Mortgage or Mortgaged Property, in each case, in form and substance reasonably satisfactory to the Administrative Agent; and

(f) the Administrative Agent shall have received evidence reasonably satisfactory to the Administrative Agent that the Loan Parties have filed (or arranged for filing) with the appropriate Governmental Authority all applications, documents and/or instruments, and paid all fees, necessary for the perfection of the security interests of the Administrative Agent and the Lenders in all Motor Vehicles owned by the Loan Parties (other than any Excluded Motor Vehicle), subject to no other Liens except Permitted Encumbrances; *provided, however,* no filing or payment or other steps shall be required to be completed with respect to any Motor Vehicle during the 45-day period (as such period may be extended

by the Administrative Agent in its sole discretion) following the acquisition of a Motor Vehicle by a Loan Party.

Notwithstanding the foregoing provisions of this definition or anything in this Agreement or any other Loan Document to the contrary, (a) the foregoing provisions of this definition shall not require the creation or perfection of pledges of or security interests in, or the obtaining of title insurance, legal opinions or other deliverables with respect to, particular assets of the Loan Parties, or the provision of Guarantees by any Subsidiary, if, and for so long as the Administrative Agent and the Borrower reasonably agree in writing that the cost of creating or perfecting such pledges or security interests in such assets, or obtaining such title insurance, legal opinions or other deliverables in respect of such assets, or providing such Guarantees (taking into account any adverse tax consequences to Holdings and its Affiliates (including the imposition of withholding or other material taxes)), shall be excessive in view of the benefits to be obtained by the Lenders therefrom, (b) Liens required to be granted from time to time pursuant to the term "Collateral and Guarantee Requirement" shall be subject to exceptions and limitations set forth in the Security Documents, and (c) in no event shall the Collateral include any Excluded Assets. The Administrative Agent in its reasonable discretion may grant extensions of time for the creation and perfection of security interests in or the obtaining of title insurance, legal opinions or other deliverables with respect to particular assets or the provision of any Guarantee by any Subsidiary (including extensions beyond the Effective Date or in connection with assets acquired, or Subsidiaries formed or acquired, after the Effective Date) where it reasonably determines that such action cannot be accomplished without undue effort or expense on the part of any Loan Party by the time or times at which it would otherwise be required to be accomplished by this Agreement or the Security Documents.

"Commitment" means, with respect to each Lender, the commitment, if any, of such Lender to make Loans hereunder on the Effective Date, expressed as an amount representing the maximum principal amount of Loans to be made by such Lender hereunder on the Effective or in the aggregate, as the context may require, as such commitment may be (a) reduced upon the making of Loans pursuant to Section 2.01, and (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to an Assignment and Assumption. The amount of each Lender's Commitment, on the Effective Date and in the aggregate, as of the Effective Date is set forth on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender shall have assumed its Commitment, as the case may be.

"Compliance Certificate" has the meaning given to it in Section 5.01(d).

"Consolidated Debt" means, as of any date of determination, the aggregate amount of Indebtedness of the Borrower and its Subsidiaries outstanding on such date, determined on a consolidated basis in accordance with GAAP consisting only of Indebtedness for borrowed money, unreimbursed obligations under letters of credit (other than unreimbursed letter of credit obligations that are cash collateralized) and debt obligations evidenced by promissory notes or similar instruments and, for the avoidance of doubt, excluding obligations in respect of Capitalized Leases.

"Consolidated EBITDA" means, with respect to Holdings and its Subsidiaries for any period (determined on a consolidated basis without duplication in accordance with GAAP) the sum of Consolidated Net Income,

plus:

(a) to the extent already deducted (and not added back) in arriving at such Consolidated Net Income, the sum of the following amounts for such period:

(i) total interest expense and, to the extent not reflected in such total interest expense, any losses on hedging obligations or other derivative instruments entered into for the purpose of hedging interest rate risk, net of interest income and gains on such hedging obligations or such derivative instruments, and bank and letter of credit fees and costs of surety bonds in connection with financing activities;

(ii) provision for taxes based on income, profits or capital, including federal, foreign, state, franchise, excise, and similar taxes paid or accrued during such period (including in respect of repatriated funds);

(iii) depreciation and amortization (including amortization of Capitalized Software Expenditures and amortization of deferred financing fees or costs);

(iv) Non-Cash Charges;

(v) extraordinary losses in accordance with GAAP;

(vi) non-recurring charges (including any unusual or non-recurring operating expenses directly attributable to the implementation of cost savings initiatives), severance, relocation costs, integration and facilities' opening costs and other business optimization expenses, signing costs, retention or completion bonuses, transition costs, costs related to closure/consolidation of facilities and curtailments or modifications to pension and post-retirement employee benefit plans (including any settlement of pension liabilities); provided that any individual amount added back pursuant to this clause (vi) in excess of $2,000,000 shall be itemized in the Compliance Certificate;

(vii) accruals and reserves that are established or adjusted as a result of restructuring activities and the Transactions, in each case, in accordance with GAAP (including any adjustment of estimated payouts on existing earn-outs) or changes as a result of the adoption or modification of accounting policies during such period; provided that the aggregate amount included in Consolidated EBITDA pursuant to this clause (vii) for such period shall not exceed 10% of Consolidated EBITDA for such period (calculated prior to giving effect to any adjustment pursuant to this clause (vii);

(viii) the amount of expenses relating to payments made to option holders of Holdings, or any of its direct or indirect parent companies in connection with, or as a result of, any distribution being made to shareholders of Holdings or its direct or indirect parent companies, which payments are being made to compensate such option holders as though they were shareholders at the time of, and entitled to share in, such distribution, in each case to the extent permitted by the Loan Documents;

(ix) losses on asset sales, disposals, wind-downs or abandonments (other than asset sales, disposals or abandonments in the ordinary course of business), including accruals and reserves as a result of such sales, disposals, wind-downs or abandonments;

(x) the Permitted IT Capital Expenditure Amounts expensed during the period pursuant to GAAP;

(xi) the amount of any net losses from discontinued operations in accordance with GAAP;

(xii) any non-cash loss attributable to the mark to market movement in the valuation of hedging obligations (to the extent the cash impact resulting from such loss has not been realized) or other derivative instruments pursuant to Financial Accounting Standards Accounting Standards Codification No. 815—Derivatives and Hedging;

(xiii) any loss relating to amounts paid in cash prior to the stated settlement date of any hedging obligation that has been reflected in Consolidated Net Income for such period; and

(xiv) any gain relating to hedging obligations associated with transactions realized in the current period that has been reflected in Consolidated Net Income in prior periods and excluded from Consolidated EBITDA pursuant to clauses (b)(vi) and (b)(vii) below;

less

(b) without duplication and to the extent included in arriving at such Consolidated Net Income, the sum of the following amounts for such period:

(i) any income tax credits;

(ii) extraordinary gains and unusual or non-recurring gains;

(iii) non-cash gains (excluding any non-cash gain to the extent it represents the reversal of an accrual or reserve for a potential cash item that reduced Consolidated Net Income or Consolidated EBITDA in any prior period);

(iv) gains on asset sales, disposals, wind-downs or abandonments (other than asset sales, disposals or abandonments in the ordinary course of business);

(v) the amount of any net income from discontinued operations in accordance with GAAP;

(vi) any non-cash gain attributable to the mark to market movement in the valuation of hedging obligations (to the extent the cash impact resulting from such gain has not been realized) or other derivative instruments pursuant to Financial Accounting Standards Accounting Standards Codification No. 815—Derivatives and Hedging;

(vii) any gain relating to amounts received in cash prior to the stated settlement date of any hedging obligation that has been reflected in Consolidated Net Income in the such period; and

(viii) any loss relating to hedging obligations associated with transactions realized in the current period that has been reflected in Consolidated Net Income in prior periods and excluded from Consolidated EBITDA pursuant to clauses (a)(xiii) and (a)(xiv) above;

provided, that, to the extent included in Consolidated Net Income:

(I) there shall be excluded in determining Consolidated EBITDA currency translation gains and losses related to currency remeasurements of Indebtedness (including the net loss or gain resulting from hedging agreements for currency exchange risk and revaluations of intercompany balances);

(II) there shall be excluded in determining Consolidated EBITDA for any period any adjustments resulting from the application of Financial Accounting Standards Accounting Standards Codification No. 815—Derivatives and Hedging; and

(III) there shall be excluded in determining Consolidated EBITDA for any period the Disposed EBITDA of any Person, property, business or asset sold, transferred or otherwise disposed of, closed or classified as discontinued operations by the Borrower or any Subsidiary during such period (each such Person, property, business or asset so sold, transferred or otherwise disposed of, closed or classified, a "Sold Entity or Business") based on the Disposed EBITDA of such Sold Entity or Business for such period (including the portion thereof occurring prior to such sale, transfer, disposition, closure, classification or conversion) determined on a historical Pro Forma Basis.

For the avoidance of doubt, nothing included within the definition of Consolidated EBITDA is intended to include recurring or non-recurring adjustments to Patient Receivables or Patient Receivable reserves that are not related to discontinued operations.

"Consolidated Net Income" means for any period, the net income (or loss) of the Borrower and its Subsidiaries for such period determined on a consolidated basis in accordance with GAAP, excluding, without duplication, (a) extraordinary items for such period, (b) the cumulative effect of a change in accounting principles during such period to the extent included in Consolidated Net Income, (c) any Transaction Costs incurred during such period, (d) any fees and expenses (including any transaction or retention bonus) incurred during such period, or any amortization thereof for such period, in connection with any acquisition, Investment, asset disposition, issuance or repayment of debt, issuance of equity securities, refinancing transaction or amendment or other modification of any debt instrument and any charges or non-recurring merger costs incurred during such period as a result of any such transaction, (e) any income (loss) for such period attributable to the early extinguishment of Indebtedness, hedging agreements or other derivative instruments, (f) accruals and reserves that are established or adjusted as a result of restructuring activities and the Transactions, in each case, in accordance with GAAP (including any adjustment of estimated payouts on existing earn-outs) or changes as a result of the adoption or modification of accounting policies during such period, (g) stock-based award compensation expenses, (h) any income (loss) attributable to deferred compensation plans or trusts and (i) any income (loss) from Investments recorded using the equity method. There shall be included in Consolidated Net Income, without duplication, the amount of any cash tax benefits related to the tax amortization of intangible assets in such period. In addition, to the extent not already included in Consolidated Net Income, Consolidated Net Income shall include the amount of proceeds received or due from business interruption insurance or reimbursement of expenses and charges that are covered by indemnification and other reimbursement provisions in connection with any acquisition or other Investment or any disposition of any asset permitted hereunder.

"Consolidated Working Capital" means, at any date, the excess of (a) the sum of all amounts (other than cash and Permitted Investments) that would, in conformity with GAAP, be set forth opposite the caption "total current assets" (or any like caption) on a consolidated balance sheet of the Borrower and its Subsidiaries at such date, excluding the current portion of current and deferred income taxes over (b) the sum of all amounts that would, in conformity with GAAP, be set forth opposite the caption "total current liabilities" (or any like caption) on a consolidated balance sheet of the Borrower and its Subsidiaries on such date, including deferred revenue but excluding, without duplication, (i) the current portion of any Indebtedness, (ii) all Indebtedness consisting of Loans to the extent otherwise included therein, (iii) the current portion of interest and (iv) the current portion of current and deferred income taxes; provided, that, for purposes of calculating Excess Cash Flow, increases or decreases in working capital (A) arising from dispositions by the Borrower and its Subsidiaries shall be measured from the date

on which such disposition occurred until the first anniversary of such acquisition or disposition with respect to the Person subject to such acquisition or disposition and (B) shall exclude (I) the impact of non-cash adjustments contemplated in the Excess Cash Flow calculation, (II) the impact of adjusting items in the definition of Consolidated Net Income and (III) any changes in current assets or current liabilities as a result of any reclassification in accordance with GAAP of assets or liabilities, as applicable, between current and noncurrent.

"Contingent Lease Agreements" means agreements that permit a Governmental Authority to lease or purchase existing inventory and equipment used in connection with emergency service contracts between Borrower or any Subsidiary and such Governmental Authority upon the early termination of such contracts; provided that any such contingent lease agreement shall (i) be part of a contract with a Governmental Authority that has fair and reasonable terms, taken as a whole, no less favorable to Borrower or such Subsidiary than that which could be obtained by a similarly situated competitor in the industry and (ii) be in form and substance reasonably satisfactory to the Administrative Agent.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies, or the dismissal or appointment of the management, of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Converted Term Lender" means a Lender with an outstanding Converted Term Loan.

"Converted Term Loans" means Loans made pursuant to clause (b) of Section 2.01.

"Converted Term Maturity Date" means June 30, 2016 (or, with respect to any Converted Term Lender that has extended its Converted Term Loans pursuant to Section 2.21(b), the extended maturity date, set forth in the Extension Notice delivered by the Borrower and such Converted Term Lender to the Administrative Agent pursuant to Section 2.21(b)).

"Credit Agreement Refinancing Indebtedness" means (a) Permitted First Priority Refinancing Debt, (b) Permitted Second Priority Refinancing Debt, (c) Permitted Unsecured Refinancing Debt or (d) Indebtedness pursuant to a Refinancing Amendment, in each case, issued, incurred or otherwise obtained (including by means of the extension or renewal of existing Indebtedness) in exchange for, or to extend, renew, replace or refinance, in whole or part, existing Loans (including any successive Credit Agreement Refinancing Indebtedness) ("Refinanced Debt"); provided that (i) such extending, renewing or refinancing Indebtedness is in an original aggregate principal amount not greater than the aggregate principal amount of the Refinanced Debt, except by an amount equal to unpaid accrued interest and premium thereon plus other amounts paid, and fees and expenses incurred, in connection with such extension, renewal or refinancing, (ii) such Indebtedness does not mature earlier than and has a Weighted Average Life to Maturity equal to or greater than, the Refinanced Debt, (iii) such Refinanced Debt shall be repaid, defeased or satisfied and discharged, and all accrued interest, fees and premiums (if any) in connection therewith shall be paid, on the date such Credit Agreement Refinancing Indebtedness is issued, incurred or obtained and (iv) any Credit Agreement Refinancing Indebtedness issued, incurred or otherwise obtained to replace or refinance, in whole or part, the Backstop Term Loans, shall not have the lien priority or payment priority provided to the Backstop Term Loans with respect to the Existing Term Loans and Converted Term Loans as set forth in Section 9.19 but may, for the avoidance of doubt, constitute Permitted First Priority Refinancing Debt, Permitted Second Priority Refinancing Debt, Permitted Unsecured Refinancing Debt or Indebtedness pursuant to a Refinancing Amendment.

"Debtor Relief Laws" means the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency,

reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"Default" means any event or condition that constitutes an Event of Default or that upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Defaulting Lender" means, subject to Section 2.22(b), any Lender that (a) has failed to perform any of its funding obligations hereunder, including in respect of its Loans, within one Business Day of the date required to be funded by it hereunder, (b) has notified the Borrower or the Administrative Agent that it does not intend to comply with its funding obligations or has made a public statement or provided any written notification to any Person to that effect with respect to its funding obligations hereunder or under other agreements in which it commits to extend credit, (c) has failed, within three Business Days after request by the Administrative Agent (whether acting on its own behalf or at the reasonable request of the Borrower (it being understood that the Administrative Agent shall comply with any such reasonable request)), to confirm in a manner satisfactory to the Administrative Agent and the Borrower that it will comply with its funding obligations, or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had a receiver, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or a custodian appointed for it, or (iii) taken any action in furtherance of, or indicated its consent to, approval of or acquiescence in any such proceeding or appointment; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority.

"Designated Non-Cash Consideration" means the fair market value of non-cash consideration received by Holdings, the Borrower or a Subsidiary in connection with a Disposition pursuant to Section 6.05(k) that is designated as Designated Non-Cash Consideration pursuant to a certificate of a Responsible Officer of Holdings, setting forth the basis of such valuation (which amount will be reduced by the fair market value of the portion of the non-cash consideration converted to cash within 180 days following the consummation of the applicable Disposition).

"DIP Credit Agreement" means that certain Senior Secured Super Priority Debtor in Possession Credit Agreement, dated as of August 4, 2013, among Holdings, the Borrower and the lenders party thereto.

"Disposed EBITDA" means, with respect to any Sold Entity or Business for any period prior to such disposition, the amount for such period of Consolidated EBITDA of such Sold Entity or Business (determined as if references to the Borrower and its Subsidiaries in the definition of the term "Consolidated EBITDA" (and in the component financial definitions used therein) were references to such Sold Entity or Business and its subsidiaries), all as determined on a consolidated basis for such Sold Entity or Business.

"Disposition" has the meaning assigned to such term in Section 6.05.

"Disqualified Competitor" means any competitor of Holdings, the Borrower and its Subsidiaries, and any Affiliate of such competitor, identified in writing to the Administrative Agent prior to the Effective Date; provided, that, after the Effective Date, the Borrower shall be permitted to supplement the list of such competitors and Affiliates with the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed). Notwithstanding the foregoing, each of Holdings, the Borrower and the Lenders acknowledge and agree that the Administrative Agent shall not have any responsibility or obligation to determine whether any Lender or potential Lender is a Disqualified Competitor and the

Administrative Agent shall have no liability with respect to any assignment made to a Disqualified Competitor.

"Disqualified Equity Interest" means, with respect to any Person, any Equity Interest in such Person that by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable, either mandatorily or at the option of the holder thereof), or upon the happening of any event or condition:

(a) matures or is mandatorily redeemable (other than solely for Equity Interests in such Person that do not constitute Disqualified Equity Interests and cash in lieu of fractional shares of such Equity Interests), whether pursuant to a sinking fund obligation or otherwise;

(b) is convertible or exchangeable, either mandatorily or at the option of the holder thereof, for Indebtedness or Equity Interests (other than solely for Equity Interests in such Person that do not constitute Disqualified Equity Interests and cash in lieu of fractional shares of such Equity Interests); or

(c) is redeemable (other than solely for Equity Interests in such Person that do not constitute Disqualified Equity Interests and cash in lieu of fractional shares of such Equity Interests) or is required to be repurchased by such Person or any of its Affiliates, in whole or in part, at the option of the holder thereof;

in each case, on or prior to the date 91 days after the Latest Maturity Date; provided, however, that (i) an Equity Interest in any Person that would not constitute a Disqualified Equity Interest but for terms thereof giving holders thereof the right to require such Person to redeem or purchase such Equity Interest upon the occurrence of an "asset sale" or a "change of control" shall not constitute a Disqualified Equity Interest if any such requirement becomes operative only after repayment in full of all the Loans and all other Loan Document Obligations that are accrued and payable and the termination of the Commitments and (ii) if an Equity Interest in any Person is issued pursuant to any plan for the benefit of employees of Holdings (or any direct or indirect parent thereof) or any of its subsidiaries or by any such plan to such employees, such Equity Interest shall not constitute a Disqualified Equity Interest solely because it may be required to be repurchased by Holdings (or any direct or indirect parent company thereof) or any of its subsidiaries in order to satisfy applicable statutory or regulatory obligations of such Person.

"Dollars", "dollars" or "$" refers to lawful money of the United States of America.

"Domestic Subsidiary" means any Subsidiary that is not a Foreign Subsidiary.

"ECF Percentage" means, with respect to the prepayment required by Section 2.11(c) with respect to any fiscal year of the Borrower, 75% of Excess Cash Flow for such fiscal year.

"Effective Date" means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 9.02).

"Effective Date Budget" means the detailed consolidated budget for the Borrower and its Subsidiaries for the fiscal year ending June 30, 2014 delivered to the Administrative Agent prior to the Effective Date.

"Eligible Assignee" means (a) a Lender, (b) an Affiliate of a Lender, (c) an Approved Fund, (d) subject to compliance with Section 9.04(d), any Affiliated Lender or Affiliated Debt Fund and (e) any other Person (other than (x) the Sponsor, Holdings, the Borrower, any of their Subsidiaries or any of their

Affiliates except for any Affiliated Lender or Affiliated Debt Fund subject to compliance with Section 9.04(d), (y) any natural person or (z) any Disqualified Competitor).

"Environmental Laws" means the applicable common law and treaties, rules, regulations, codes, ordinances, judgments, orders, decrees and other applicable Requirements of Law, and all applicable injunctions or binding agreements issued, promulgated or entered into by or with any Governmental Authority, in each instance relating to the protection of the environment, to preservation or reclamation of natural resources, to Release or threatened Release of any Hazardous Material or to the extent relating to exposure to Hazardous Materials, to health or safety matters.

"Environmental Liability" means any liability, obligation, loss, claim, action, order or cost, contingent or otherwise (including any liability for damages, costs of medical monitoring, costs of environmental remediation or restoration, administrative oversight costs, consultants' fees, fines, penalties and indemnities), of Holdings, the Borrower or any Subsidiary directly or indirectly resulting from or based upon (a) any actual or alleged violation of any Environmental Law or permit, license or approval issued thereunder, (b) the generation, use, handling, transportation or storage treatment of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equity Interests" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that, together with Holdings, is treated as a single employer under Section 414(b) or 414(c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"ERISA Event" means (a) any "reportable event," as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to an ERISA Plan (other than an event for which the 30-day notice period is waived); (b) prior to the effectiveness of the applicable provisions of the Pension Act, the existence with respect to any ERISA Plan of an "accumulated funding deficiency" (as defined in Section 412 of the Code or Section 302 of ERISA) or, on and after the effectiveness of the applicable provisions of the Pension Act, any failure by any ERISA Plan to satisfy the minimum funding standard (within the meaning of Section 412 of the Code or Section 302 of ERISA) applicable to such ERISA Plan, in each case whether or not waived; (c) the filing pursuant to, prior to the effectiveness of the applicable provisions of the Pension Act, Section 412(d) of the Code or Section 303(d) of ERISA or, on and after the effectiveness of the applicable provisions of the Pension Act, Section 412(c) of the Code or Section 302(c) of ERISA, of an application for a waiver of the minimum funding standard with respect to any ERISA Plan; (d) on and after the effectiveness of the applicable provisions of the Pension Act, a determination that any ERISA Plan is, or is expected to be, in "at-risk" status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code); (e) the incurrence by the Borrower or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any ERISA Plan; (f) the receipt by the Borrower or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any ERISA Plan or ERISA Plans or to appoint a trustee to administer any ERISA Plan; (g) the incurrence by the Borrower or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any ERISA Plan or Multiemployer Plan; or (h) the receipt by the Borrower or any ERISA Affiliate of any notice, or the receipt by any

Multiemployer Plan from the Borrower or any ERISA Affiliate of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA or, on and after the effectiveness of the applicable provisions of the Pension Act, in endangered or critical status, within the meaning of Section 305 of ERISA.

"ERISA Plan" means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which the Borrower or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Eurocurrency" when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted LIBO Rate.

"Event of Default" has the meaning assigned to such term in Section 7.01.

"Excess Cash Flow" means, for any period, an amount equal to the excess of:

(a) the sum, without duplication, of:

(i) Consolidated Net Income for such period,

(ii) an amount equal to the amount of all Non-Cash Charges to the extent deducted in arriving at such Consolidated Net Income,

(iii) decreases in Consolidated Working Capital, and

(iv) an amount equal to the aggregate net non-cash loss on dispositions by the Borrower and the Guarantors during such period (other than dispositions in the ordinary course of business) to the extent deducted in arriving at such Consolidated Net Income; less:

(b) the sum, without duplication, of:

(i) an amount equal to the amount of all non-cash credits included in arriving at such Consolidated Net Income (including any amounts included in Consolidated Net Income pursuant to the last sentence of the definition of "Consolidated Net Income" to the extent such amounts are due but not received during such period) and cash charges included in clauses (a) through (i) of the definition of Consolidated Net Income (other than cash charges in respect of Transaction Costs paid on or about the Effective Date to the extent financed with the proceeds of Indebtedness incurred on the Effective Date or an equity investment on the Effective Date),

(ii) the amount of capital expenditures made in cash or accrued during such period, except to the extent that such capital expenditures were financed with the proceeds of Indebtedness of the Borrower or its Subsidiaries,

(iii) the aggregate amount of all principal payments of Indebtedness (other than the payment prior to its stated maturity of (x) any Indebtedness that is subordinated in right of payment to the Loan Document Obligations and (y) and unsecured Indebtedness of the Borrower and its Subsidiaries) of the Borrower and its Subsidiaries (including (A) the principal component

of payments in respect of Capitalized Leases and (B) the amount of any mandatory prepayment of Loans pursuant to Section 2.11(b)),

(iv) an amount equal to the aggregate net non-cash gain on dispositions by the Borrower and the Subsidiaries during such period (other than dispositions in the ordinary course of business) to the extent included in arriving at such Consolidated Net Income,

(v) increases in Consolidated Working Capital,

(vi) cash payments by the Borrower and its Subsidiaries during such period in respect of long-term liabilities of the Borrower and its Subsidiaries other than Indebtedness,

(vii) the amount of Investments made during such period pursuant to Section 6.04 (other than (1) Section 6.04(a), (2) Section 6.04(c) and (3) Section 6.04(e)(ii)) to the extent that such Investments were financed with internally generated cash flow of the Borrower and its Subsidiaries,

(viii) the amount of dividends and other restricted payments paid during such period pursuant to Section 6.08 (other than Section 6.08(a)(i)) to the extent such restricted payments were financed with internally generated cash flow of the Borrower and its Subsidiaries,

(ix) the aggregate amount of expenditures (including Capitalized Software Expenditures) actually made by the Borrower and its Subsidiaries in cash during such period (including expenditures for the payment of financing fees) to the extent that such expenditures are not expensed during such period,

(x) the aggregate amount of any premium, make-whole or penalty payments actually paid in cash by the Borrower and its Subsidiaries during such period that are required to be made in connection with any prepayment of Indebtedness,

(xi) the amount of cash taxes paid in such period to the extent they exceed the amount of tax expense deducted in determining Consolidated Net Income for such period,

(xii) the amount of cash provided as collateral for surety bonds or letter of credit commitments, and

(xiii) any amount paid during such period on account of Allowed Other Unsecured Claims (as defined in the Plan) pursuant to the Plan.

"Exchange Act" means the United States Securities Exchange Act of 1934, as amended from time to time.

"Excluded Assets" means (a) any fee-owned real property with a fair market value of less than $250,000 and all leasehold (including ground lease) interests in real property, (b) assets subject to certificates of title or ownership (other than any Motor Vehicles subject to a certificate of title, provided that no action beyond the filing of UCC financing statements shall be required for perfection of security interests in any Excluded Motor Vehicle), (c) voting Equity Interests constituting an amount greater than 65% of the voting Equity Interests of any Foreign Subsidiary, (d) Equity Interests or other assets that are held directly by a Foreign Subsidiary, (e) any lease, license or other agreement with any Person if, to the extent and for so long as, the grant of a Lien thereon to secure the Secured Obligations constitutes a breach of or a default under, or creates a right of termination in favor of any party (other than any Loan

Party) to, such lease, license or other agreement (but only to the extent any of the foregoing is not rendered ineffective by, or is otherwise unenforceable under, the Uniform Commercial Code or any Requirements of Law), (f) any intent-to-use trademark applications filed in the United States Patent and Trademark Office, (g) assets subject to capital leases, purchase money financing and cash to secure letter of credit reimbursement obligations to the extent such capital leases, purchase money financing or letters of credit are permitted hereunder and prohibit the granting of a lien, including any asset subject to a Lien of the type permitted by Section 6.02(d) and Section 6.02(e) (whether or not incurred pursuant to such Section) and deposits securing obligations ("Specified Obligations") contemplated by clause (d) of the definition of Permitted Encumbrances, in each case, if, to the extent and for so long as the grant of a Lien thereon hereunder to secure the Secured Obligations constitutes a breach of or a default under, or creates a right of termination in favor of any party (other than any Loan Party) to, any agreement pursuant to which such Lien has been created; provided, that, the security interest under the Collateral Agreement shall attach immediately to any such asset at the time the provision of such agreement containing such restriction ceases to be in effect, (h) Other Unsecured Cash (as defined in the Plan), (i) any asset if, to the extent and for so long as the grant of a Lien thereon to secure the Secured Obligations is prohibited by any Requirements of Law (other than to the extent that any such prohibition would be rendered ineffective pursuant to the Uniform Commercial Code or any other applicable Requirements of Law), (j) any Excluded Deposit Account and (k) Equity Interests in Southwest General Services of Dallas, LLC, a Delaware limited liability company to the extent not permitted by the terms of such entity's organizational or joint venture documents.

"Excluded Deposit Accounts" means (a) any deposit accounts specially and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of the Grantor's salaried employees, (b) escrow arrangements, (c) any deposit account the balance of which is swept at the end of each Business Day into a deposit account subject to a control agreement, (d) any deposit account holding Other Unsecured Cash (as defined in the Plan), (e) any deposit account the balance of which does not exceed an average of $100,000 on a monthly basis and (f) any deposit account holding healthcare receivables received directly from Medicare, Medicaid or other third party Government Authority obligors, in each case, to the extent indicated as Deposit Accounts to be excluded (with the reason for such exclusion) on Schedule V, as may be amended from time to time with the approval of the Administrative Agent.

"Excluded Motor Vehicle" means, (i) solely with respect to Motor Vehicles owned by Holdings, the Borrower or any Subsidiary on or prior to the Effective Date, (A) any such Motor Vehicle with an individual fair market value which does not exceed $10,000 or (B) any such Motor Vehicle in a state where the aggregate fair market value of all such Motor Vehicles in such state does not exceed $1,000,000 and (ii) any Motor Vehicle intended to be disposed of in accordance with Section 6.05 and identified on Schedule 3.15.

"Excluded Subsidiary" means (a) any Subsidiary that is prohibited by applicable Law from guaranteeing the Secured Obligations and (b) any Foreign Subsidiary.

"Excluded Taxes" means, with respect to the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of any Loan Party hereunder or under any other Loan Document, (a) Taxes imposed on (or measured by) its net income (however denominated) and franchise Taxes imposed on it (in lieu of net income Taxes) by (i) the jurisdiction under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located, or (ii) any other jurisdiction as a result of a present or former connection between such recipient and the jurisdiction imposing such Tax (other than a connection arising solely from such recipient having executed, delivered, or become a party to, performed its obligations or received payments under, received or perfected a security interest under, sold or

assigned an interest in, engaged in any other transaction pursuant to, or enforced, any Loan Documents), (b) any branch profits tax imposed under Section 884(a) of the Code, or any similar Tax, imposed by any jurisdiction described in clause (a) above, (c) any U.S. federal withholding Tax pursuant to FATCA, (d) any withholding Tax that is attributable to a Lender's failure to comply with Section 2.17(e), and (e) except in the case of an assignee pursuant to a request by the Borrower under Section 2.19 hereto, any U.S. federal withholding Taxes imposed due to a Requirement of Law in effect at the time a Lender becomes a party hereto (or designates a new lending office), except to the extent that such Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts with respect to such withholding Tax under Section 2.17(a).

"Existing Credit Agreement" has the meaning assigned thereto in the recitals.

"Existing Term Lender" means a Lender with an outstanding Existing Term Loan.

"Existing Term Loans" means Loans made pursuant to clause (a) of Section 2.01.

"Existing Term Maturity Date" means June 30, 2018 (or, with respect to any Existing Term Lender that has extended the maturity date of its Existing Term Loans pursuant to Section 2.21(b), the extended maturity date set forth in the Extension Notice delivered by the Borrower and such Existing Term Lender to the Administrative Agent pursuant to Section 2.21(b)).

"Extension Notice" has the meaning assigned to such term in Section 2.21(b).

"FATCA" means Sections 1471 through 1474 of the Code as of the date of this Agreement (including any amended or successor provisions thereto to the extent substantially comparable thereto and any regulations or official interpretations thereof, provided, however, that the term shall not encompass any legislative changes to the Code to the extent such changes make the overall legislative and regulatory regime under FATCA substantially more onerous than it was prior to the effective date of such legislative changes).

"Federal Funds Effective Rate" means, for any day, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for such day for such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it.

"Financial Officer" means the chief financial officer, principal accounting officer, treasurer or controller of Holdings.

"First Lien Intercreditor Agreement" means the First Lien Intercreditor Agreement substantially in the form of Exhibit F among the Administrative Agent and one or more Senior Representatives for holders of Permitted First Priority Refinancing Debt, with such modifications thereto as the Administrative Agent and the Borrower may reasonably agree.

"Flood Insurance Laws" means, collectively, (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statue thereto, (iii) the National Flood Insurance Reform Act of 1994 as now or hereafter in effect or any successor statute thereto and (iv) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto.

"Foreign Subsidiary" means any (i) Subsidiary that is a controlled foreign corporation within the meaning of Section 957(a) of the Code and (ii) any Domestic Subsidiary that is disregarded for U.S. federal income Tax purposes and has no material assets other than equity interests of one or more Subsidiaries that are controlled foreign corporations within the meaning of Section 957(a) of the Code.

"GAAP" means generally accepted accounting principles in the United States of America, as in effect from time to time but subject to Section 1.04.

"Governmental Approvals" means all authorizations, consents, approvals, permits, licenses and exemptions of, registrations and filings with, and reports to, Governmental Authorities.

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether federal, state, provincial, territorial, local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, Taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra national bodies such as the European Union or the European Central Bank).

"Guarantee" of or by any Person (the "guarantor") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness of any other Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness; provided that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business or customary and reasonable indemnity obligations in effect on the Effective Date or entered into in connection with any acquisition or disposition of assets permitted under this Agreement (other than such obligations with respect to Indebtedness). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined in good faith by a Financial Officer. The term "Guarantee" as a verb has a corresponding meaning.

"Guarantee Agreement" means the Master Guarantee Agreement among the Loan Parties and the Administrative Agent, substantially in the form of Exhibit B.

"Guarantors" means, collectively, Holdings and each Subsidiary of Holdings (other than the Borrower) listed on Schedule 3.12, each other Subsidiary of Holdings that shall be required to execute and deliver a counterpart or supplement to the Guarantee Agreement pursuant to clause (a) of the Collateral and Guarantee Requirement.

"Hazardous Materials" means all substances, wastes, pollutants or contaminants, materials, constituents, chemicals or compounds in any form regulated under any Environmental Law, including petroleum or petroleum by-products or distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated as hazardous or toxic, or any other term of similar import, pursuant to any Environmental Law.

"Holdings" has the meaning assigned to such term in the preamble.

"Indebtedness" of any Person means, without duplication, (a) all obligations of such Person for borrowed money or with respect to deposits or advances of any kind, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (d) all obligations of such Person in respect of the deferred purchase price of property or services (excluding trade accounts payable in the ordinary course of business and any earn-out obligation until such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP), (e) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed, (f) all Guarantees by such Person of Indebtedness of others, (g) all Capital Lease Obligations of such Person, (h) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty and (i) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances; provided that the term "Indebtedness" shall not include (x) deferred or prepaid revenue and (y) purchase price holdbacks in respect of a portion of the purchase price of an asset to satisfy warranty or other unperformed obligations of the seller. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor. The amount of Indebtedness of any Person for purposes of clause (e) above shall (unless such Indebtedness has been assumed by such Person) be deemed to be equal to the lesser of (A) the aggregate unpaid amount of such Indebtedness and (B) the fair market value of the property encumbered thereby as determined by such Person in good faith.

"Indemnified Taxes" means all Taxes, other than Excluded Taxes and Other Taxes.

"Indemnitee" has the meaning assigned to such term in Section 9.03(b).

"Information" has the meaning assigned to such term in Section 9.12(a).

"Intellectual Property" has the meaning assigned to such term in the Collateral Agreement.

"Interest Election Request" means a request by the Borrower to convert or continue a Borrowing in accordance with Section 2.07.

"Interest Payment Date" means (a) with respect to any ABR Loan, the last Business Day of each March, June, September and December and (b) with respect to any Eurocurrency Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurocurrency Borrowing with an Interest Period of more than three months' duration, each day prior to the last day of such Interest Period that occurs at intervals of three months' duration after the first day of such Interest Period.

"Interest Period" means, with respect to any Eurocurrency Borrowing, the period commencing on the date such Borrowing is disbursed or converted to or continued as a Eurocurrency Borrowing and ending on the date that is one, two, three or six months thereafter as selected by the Borrower in its Borrowing Request (or, if agreed to by each Lender participating therein, twelve months thereafter as the Borrower may elect); provided that (a) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall

end on the next preceding Business Day, (b) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month at the end of such Interest Period and (c) no Interest Period shall extend beyond (i) in the case of Existing Term Loans, the Existing Term Maturity Date, (ii) in the case of Converted Term Loans, the Converted Term Maturity Date, and (iii) in the case of Backstop Term Loans, the Backstop Term Maturity Date. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"Investment" means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests or debt or other securities of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of Indebtedness of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such Person. The amount, as of any date of determination, of (a) any Investment in the form of a loan or an advance shall be the principal amount thereof outstanding on such date, minus any cash payments actually received by such investor representing interest in respect of such Investment (to the extent any such payment to be deducted does not exceed the remaining principal amount of such Investment), but without any adjustment for write-downs or write-offs (including as a result of forgiveness of any portion thereof) with respect to such loan or advance after the date thereof, (b) any Investment in the form of a Guarantee shall be equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof, as determined in good faith by a Financial Officer, (c) any Investment in the form of a transfer of Equity Interests or other non-cash property by the investor to the investee, including any such transfer in the form of a capital contribution, shall be the fair market value (as determined in good faith by a Financial Officer) of such Equity Interests or other property as of the time of the transfer, minus any payments actually received by such investor representing a return of capital of, or dividends or other distributions in respect of, such Investment (to the extent such payments do not exceed, in the aggregate, the original amount of such Investment), but without any other adjustment for increases or decreases in value of, or write-ups, write-downs or write-offs with respect to, such Investment after the date of such Investment, and (d) any Investment (other than any Investment referred to in clause (a), (b) or (c) above) by the specified Person in the form of a purchase or other acquisition for value of any Equity Interests, evidences of Indebtedness or other securities of any other Person shall be the original cost of such Investment (including any Indebtedness assumed in connection therewith), plus (i) the cost of all additions thereto and minus (ii) the amount of any portion of such Investment that has been repaid to the investor in cash as a repayment of principal or a return of capital, and of any cash payments actually received by such investor representing interest, dividends or other distributions in respect of such Investment (to the extent the amounts referred to in clause (ii) do not, in the aggregate, exceed the original cost of such Investment plus the costs of additions thereto), but without any other adjustment for increases or decreases in value of, or write-ups, write-downs or write-offs with respect to, such Investment after the date of such Investment.

"Investor" means a holder of Equity Interests in Holdings (or any direct or indirect parent thereof).

"IPO" means the initial underwritten public offering (other than a public offering pursuant to a registration statement on Form S-8) of common Equity Interests in the IPO Entity.

"IPO Entity" means, at any time after an IPO, Initial Holdings, a parent entity of Initial Holdings or an Intermediate Parent, as the case may be, the Equity Interests of which were issued or otherwise sold pursuant to the IPO; provided that, immediately following the IPO, the Borrower is a Wholly Owned Subsidiary of such IPO Entity and such IPO Entity owns, directly or through its subsidiaries, substantially all the businesses and assets owned or conducted, directly or indirectly, by the Borrower immediately prior to the IPO.

"July-August Historical Financial Statements" means the unaudited financial statements of Holdings and its Subsidiaries as of and for each of the fiscal months ended July 31, 2013 and August 31, 2013, as delivered to the Administrative Agent prior to the date of this Agreement (without giving effect to any subsequent adjustment, revision, restatement or modification).

"Junior Financing" means any Indebtedness that is subordinated in right of payment to the Loan Document Obligations, and any Permitted Refinancing in respect of any of the foregoing.

"Latest Maturity Date" means, at any date of determination, the latest maturity or expiration date applicable to any Loan or Commitment hereunder at such time, including the latest maturity or expiration date of any Other Term Loan or any Other Term Commitment, in each case as extended in accordance with this Agreement from time to time.

"LC Facility" means that certain facility for letters of credit for the benefit of the Borrower pursuant to that certain Letter of Credit Reimbursement and Security Agreement, dated as of the date hereof, by and between Rural/Metro Corporation, as applicant, and Credit Suisse AG, Cayman Islands Branch, as the issuer of letters of credit thereunder.

"LC Issuer" means Credit Suisse AG, Cayman Islands Branch, as the issuer of letters of credit under the LC Facility.

"Lenders" means the Persons listed on Schedule 2.01 and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption or a Refinancing Amendment, in each case, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption.

"LIBO Rate" means, for any Interest Period with respect to a Eurocurrency Borrowing, the rate per annum equal to (i) the British Bankers Association (or any successor service or entity thereto) LIBO Rate ("LIBOR"), as published by Reuters (or such other commercially available source providing quotations of LIBOR as may be designated by the Administrative Agent from time to time) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, for Dollar deposits (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period or (ii) if such published rate is not available at such time for any reason, then the "LIBO Rate" for such Interest Period shall be the rate per annum determined by the Administrative Agent to be the rate at which deposits in Dollars for delivery on the first day of such Interest Period in same day funds in the approximate amount of the Eurocurrency Borrowing being made, continued or converted by Credit Suisse AG and with a term equivalent to such Interest Period would be offered by Credit Suisse AG's London Branch to major banks in the London interbank eurodollar market at their request at approximately 11:00 a.m. (London time) two Business Days prior to the commencement of such Interest Period; and

Notwithstanding the foregoing, the LIBO Rate with respect to any applicable Interest Period will be deemed to be 1.50% per annum if the LIBO Rate for such Interest Period determined pursuant to this definition would otherwise be less than 1.50% per annum.

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset.

"Loan Document Obligations" means (a) the due and punctual payment by the Borrower of (i) the principal of and interest at the applicable rate or rates provided herein (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, and (ii) all other monetary obligations of the Borrower under or pursuant to this Agreement and each of the other Loan Documents, including obligations to pay fees, expense reimbursement obligations and indemnification obligations, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (b) the due and punctual payment and performance of all other obligations of the Borrower under or pursuant to each of the Loan Documents and (c) the due and punctual payment and performance of all the obligations of each other Loan Party under or pursuant to this Agreement and each of the other Loan Documents (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding).

"Loan Documents" means this Agreement, any Refinancing Amendment, the Guarantee Agreement, the Collateral Agreement, the Collateral Agent Agreement, the other Security Documents, any Notes and each other agreement, document, instrument or supplement executed and delivered by a Loan Party in connection with any of the foregoing from time to time that is designated, or identifies itself, as a Loan Document.

"Loan Parties" means Holdings, the Borrower and the Subsidiary Loan Parties.

"Loans" means the (i) loans made by the Lenders to the Borrower pursuant to this Agreement and (ii) Other Term Loans.

"London Banking Day" means any day on which dealings in Dollar deposits are conducted by and between banks in the London interbank eurodollar market.

"Majority in Interest," when used in reference to Lenders of any Class, means, at any time, in the case of the Lenders of any Class, Lenders holding outstanding Loans of such Class representing more than 50% of all Loans of such Class outstanding at such time, provided that (a) the Loans of the Borrower or any Affiliate thereof and (b) whenever there are one or more Defaulting Lenders, the total outstanding Loans of each Defaulting Lender, shall in each case be excluded for purposes of making a determination of the Majority in Interest.

"Management Investors" means the directors, officers and employees of Holdings, the Borrower and/or its Subsidiaries who are (directly or indirectly through one or more investment vehicles) investors in Holdings (or any direct or indirect parent thereof) as of the Effective Date.

"Material Adverse Effect" means (i) solely in the case when used to qualify any representation and warranty made on the Closing Date, a Closing Date Material Adverse Effect and (ii) at all other times, including when used to qualify representations and warranties made after the Closing Date, any event, circumstance or condition that has had, or would reasonably be expected to have, a materially

adverse effect on (a) the business, operations, properties, assets or financial condition of Holdings, the Borrower and its Subsidiaries, taken as a whole, (b) the ability of the Borrower and the other Loan Parties, taken as a whole, to perform their payment obligations under the Loan Documents or (c) the rights and remedies of the Administrative Agent and the Lenders under the Loan Documents.

"Material Indebtedness" means Indebtedness (other than the Loan Document Obligations), or obligations in respect of one or more Swap Agreements, of any one or more of Holdings, the Borrower and the Subsidiaries in an aggregate principal amount exceeding $12,500,000. For purposes of determining Material Indebtedness, the "principal amount" of the obligations in respect of any Swap Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that Holdings, the Borrower or such Subsidiary would be required to pay if such Swap Agreement were terminated at such time.

"Material Subsidiary" means each wholly owned Subsidiary that, as of the last day of the fiscal quarter of the Borrower most recently ended, had revenues or total assets for such quarter in excess of 2.00% of the consolidated revenues or total assets, as applicable, of the Borrower for such quarter; provided that Material Subsidiaries shall constitute 96.00% or more of the consolidated revenues or total assets, as applicable, of the Borrower as of the last day of the fiscal quarter of the Borrower most recently ended.

"Maximum Rate" has the meaning assigned to such term in Section 9.17.

"Medicaid" means that program established by Title XIX of the Social Security Act.

"Medicare" means that program established by Title XVIII of the Social Security Act.

"Moody's" means Moody's Investors Service, Inc. and any successor to its rating agency business.

"Mortgage" means a mortgage, deed of trust, assignment of leases and rents, leasehold mortgage or other security document granting a Lien on any Mortgaged Property to secure the Secured Obligations. Each Mortgage shall be in form and substance reasonably satisfactory to the Administrative Agent and the Borrower.

"Mortgaged Property" means each Owned Real Property together with the improvements thereto in excess of a fair market value of $250,000 with respect to which a Mortgage is granted pursuant to the Collateral and Guarantee Requirement, Section 5.11, Section 5.12 or Section 5.14.

"Motor Vehicles" means all owned ambulances, alternative transportation vehicles, fire vehicles, trucks, trailers, tractors, service vehicles, automobiles and other registered vehicles of the Loan Parties.

"Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

"Municipal Contract Lien" means any Lien incurred in connection with any of the Borrower's or its Subsidiaries' contracts with Governmental Authorities, including municipalities, providing for emergency 911 fire and ambulance services.

"Net Proceeds" means, with respect to any event, (a) the proceeds received in respect of such event in cash or Permitted Investments, including (i) any cash or Permitted Investments received in respect of any non-cash proceeds (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment or earn-out, but

excluding any interest payments), but only as and when received, (ii) in the case of a Casualty Event, insurance proceeds, and (iii) in the case of a condemnation or similar event, condemnation awards and similar payments, minus (b) the sum of (i) all fees and out of pocket expenses paid by Holdings, the Borrower and its Subsidiaries in connection with such event (including attorney's fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer taxes, deed or mortgage recording taxes, underwriting discounts and commissions, other customary expenses and brokerage, consultant, accountant and other customary fees), (ii) in the case of a sale, transfer or other disposition of an asset (including pursuant to a sale and leaseback transaction or a casualty or a condemnation or similar proceeding), (x) the amount of all payments that are permitted hereunder and are made by Holdings, the Borrower and its Subsidiaries as a result of such event to repay Indebtedness (other than the Loans) secured by such asset or otherwise subject to mandatory prepayment as a result of such event, (y) the pro rata portion of net cash proceeds thereof (calculated without regard to this clause (y)) attributable to minority interests and not available for distribution to or for the account of Holdings, the Borrower or its Subsidiaries as a result thereof and (z) the amount of any liabilities directly associated with such asset and retained by the Borrower or any Subsidiary and (iii) the amount of all taxes paid (or reasonably estimated to be payable), and the amount of any reserves established by Holdings, the Borrower and its Subsidiaries to fund contingent liabilities reasonably estimated to be payable, that are directly attributable to such event, provided that any reduction at any time in the amount of any such reserves (other than as a result of payments made in respect thereof) shall be deemed to constitute the receipt by the Borrower at such time of Net Proceeds in the amount of such reduction.

"Non-Cash Charges" means (a) any impairment charge or asset write-off or write-down related to intangible assets (including goodwill), long-lived assets, and Investments in debt and equity securities pursuant to GAAP, (b) all losses from Investments recorded using the equity method, (c) all Non-Cash Compensation Expenses, and (d) other non-cash charges (provided, in each case, that if any non-cash charges represent an accrual or reserve for potential cash items in any future period, the cash payment in respect thereof in such future period shall be subtracted from Consolidated EBITDA to such extent, and excluding amortization of a prepaid cash item that was paid in a prior period).

"Non-Cash Compensation Expense" means any non-cash expenses and costs that result from the issuance of stock-based awards, partnership interest-based awards and similar incentive based compensation awards or arrangements.

"Non-Consenting Lender" has the meaning assigned to such term in Section 9.02(c).

"Note" means a promissory note made by the Borrower in favor of a Lender evidencing Loans made by such Lender.

"Organizational Documents" means, with respect to any Person, the charter, articles or certificate of organization or incorporation and bylaws or other organizational or governing documents of such Person.

"Other Taxes" means any and all present or future recording, stamp, documentary, excise, transfer, sales, property or similar Taxes arising from any payment made under any Loan Document or from the execution, performance, delivery, registration or enforcement of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document.

"Other Term Commitments" means one or more Classes of term loan commitments hereunder that result from a Refinancing Amendment.

"Other Term Loans" means one or more Classes of Loans that result from a Refinancing Amendment.

"Owned Real Property" means each parcel of real property together with the improvements thereto owned by a Loan Party.

"Paid-in-Kind" means with respect to any interest payment, or any portion thereof, payable on any Interest Payment Date that such interest shall be automatically added to the principal amount of the Loans on and as of such Interest Payment Date and shall be treated as principal (and accrue further interest) for all purposes hereunder from and after such Interest Payment Date.

"Participant" has the meaning assigned to such term in Section 9.04(c).

"Participant Register" has the meaning assigned to such term in Section 9.04(c)(ii).

"Patient Receivables" with respect to any Guarantor, the patient accounts receivable of such Guarantor existing or hereafter created, any and all rights to receive payments due on such accounts receivable from any Governmental Authority payor under or in respect of such accounts receivable (including, without limitation, Medicare, Medicaid, CHAMPVA and TRICARE), and all proceeds of or in any way derived, whether directly or indirectly, from any of the foregoing (including, without limitation, all interest, finance charges and other amounts payable by any Governmental Authority obligor, directly or indirectly, in respect thereof).

"PBGC" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

"Pension Act" means the Pension Protection Act of 2006, as amended from time to time.

"Permitted Capital Expenditure Amount" means, for any fiscal year of Holdings and its Subsidiaries, an amount equal to the sum of (i) $25,000,000, plus (ii) the amount of any Capital Expenditures made with proceeds of Equity Interests (other than Disqualified Equity Interests) or Capital Contributions, plus (iii) 25.0% of the portion of Consolidated EBITDA for the prior fiscal year of Holdings and its Subsidiaries that exceeds $70,000,000.

"Perfection Certificate" means a certificate substantially in the form of Exhibit C.

"Permitted Encumbrances" means:

(a) Liens for Taxes that are not overdue for a period of more than 30 days or that are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;

(b) Liens with respect to outstanding motor vehicle fines and Liens imposed by law, such as carriers', warehousemen's, mechanics', materialmen's, repairmen's or construction contractors' Liens and other similar Liens arising in the ordinary course of business that secure amounts not overdue for a period of more than 30 days or, if more than 30 days overdue, are unfiled and no other action has been taken to enforce such Lien or that are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP, in each case so long as such Liens do not individually or in the aggregate have a Material Adverse Effect;

(c) Liens incurred or deposits made in the ordinary course of business (i) in connection with workers' compensation, unemployment insurance and other social security legislation and (ii) securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to the Borrower or any Guarantor;

(d) Liens incurred or deposits made to secure the performance of bids, trade contracts, governmental contracts and leases (including Liens in favor of Governmental Authorities on equipment purchased by a Loan Party for purposes of fulfilling its obligations under a contract with such Governmental Authorities or in the form of Contingent Lease Agreements), statutory obligations, surety, stay, customs and appeal bonds, performance bonds and other obligations of a like nature (including those to secure health, safety and environmental obligations) incurred in the ordinary course of business;

(e) easements, rights-of-way, restrictions, encroachments, protrusions, zoning restrictions and other similar encumbrances and minor title defects affecting real property that, in the aggregate, do not in any case materially interfere with the ordinary conduct of the business of the Borrower and its Subsidiaries, taken as a whole;

(f) Liens securing, or otherwise arising from, judgments not constituting an Event of Default under Section 7.01(j);

(g) Liens on goods the purchase price of which is financed by a documentary letter of credit issued for the account of the Borrower or any of its Subsidiaries; provided that such Lien secures only the obligations of the Borrower or such Subsidiaries in respect of such letter of credit to the extent such obligations are permitted by Section 6.01; and

(h) Liens arising from precautionary Uniform Commercial Code financing statements or similar filings made in respect of operating leases entered into by the Borrower or any of its Subsidiaries;

provided that the term "Permitted Encumbrances" shall not include any Lien securing Indebtedness other than Liens referred to in clause (c) above securing obligations under letters of credit or bank guarantees and in clause (g) above.

"Permitted First Priority Refinancing Debt" means any secured Indebtedness incurred by the Borrower in the form of one or more series of senior secured notes or senior secured loans; provided that (i) such Indebtedness is secured by the Collateral on a pari passu basis (but without regard to the control of remedies) with the Existing Term Loans and Converted Term Loans and is not secured by any property or assets of the Borrower or any Subsidiary other than the Collateral, (ii) such Indebtedness does not mature or have scheduled amortization or scheduled payments of principal prior to the date that is 91 days after the Latest Maturity Date at the time such Indebtedness is incurred, (iii) the security agreements relating to such Indebtedness are substantially the same as the Security Documents (with such differences as are reasonably satisfactory to the Administrative Agent), (iv) such Indebtedness is not guaranteed by any Subsidiaries other than the Subsidiary Loan Parties and (v) a Senior Representative acting on behalf of the holders of such Indebtedness shall have become party to the First Lien Intercreditor Agreement; provided that if such Indebtedness is the initial Permitted First Priority Refinancing Debt incurred by the Borrower, then the Borrower, the Subsidiary Loan Parties, the Administrative Agent and the Senior Representative for such Indebtedness shall have executed and delivered the First Lien Intercreditor Agreement. Permitted First Priority Refinancing Debt will include any Registered Equivalent Notes issued in exchange therefor.

"Permitted Investments" means any of the following, to the extent owned by the Borrower or any Guarantor:

(a) dollars, euro or such other currencies held by it from time to time in the ordinary course of business;

(b) readily marketable obligations issued or directly and fully guaranteed or insured by the government or any agency or instrumentality of the United States, having average maturities of not more than 12 months from the date of acquisition thereof; provided that the full faith and credit of the United States is pledged in support thereof;

(c) time deposits with, or insured certificates of deposit or bankers' acceptances of, any commercial bank that (i) is a Lender or (ii) has combined capital and surplus of at least $250,000,000 (any such bank in the foregoing clause (i) or (ii) being an "Approved Bank"), in each case with average maturities of not more than 12 months from the date of acquisition thereof;

(d) commercial paper and variable or fixed rate notes issued by an Approved Bank (or by the parent company thereof) or any variable or fixed rate note issued by, or guaranteed by, a corporation rated A-2 (or the equivalent thereof) or better by S&P or P-2 (or the equivalent thereof) or better by Moody's, in each case with average maturities of not more than 12 months from the date of acquisition thereof;

(e) repurchase agreements entered into by any Person with an Approved Bank, a bank or trust company (including any of the Lenders) or recognized securities dealer, in each case, having capital and surplus in excess of $250,000,000 for direct obligations issued by or fully guaranteed or insured by the government or any agency or instrumentality of the United States, in which such Person shall have a perfected first priority security interest (subject to no other Liens) and having, on the date of purchase thereof, a fair market value of at least 100% of the amount of the repurchase obligations;

(f) marketable short-term money market and similar highly liquid funds either (i) having assets in excess of $250,000,000 or (ii) having a rating of at least A-2 or P-2 from either S&P or Moody's, respectively (or, if at any time neither S&P nor Moody's shall be rating such obligations, an equivalent rating from another nationally recognized rating service);

(g) securities with average maturities of 12 months or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, by any political subdivision or taxing authority of any such state, commonwealth or territory having an investment grade rating from either S&P or Moody's (or the equivalent thereof);

(h) investments with average maturities of 12 months or less from the date of acquisition in mutual funds rated AAA- (or the equivalent thereof) or better by S&P or Aaa3 (or the equivalent thereof) or better by Moody's; and

(i) investments, classified in accordance with GAAP as current assets of the Borrower or any Subsidiary, in money market investment programs that are registered under the Investment Company Act of 1940 or that are administered by financial institutions having capital of at least $250,000,000, and, in either case, the portfolios of which are limited such that substantially all of such investments are of the character, quality and maturity described in clauses (a) through (h) of this definition.

"Permitted IT Capital Expenditure Amount" means, for the six fiscal quarters ending December 31, 2014 of Holdings and its Subsidiaries, an amount equal to (i) $16,500,000, less (ii) the amount of any IT Capital Expenditures made prior to the Effective Date and provided by Schedule 6.12(b).

"Permitted Refinancing" means, with respect to any Person, any modification, refinancing, refunding, renewal or extension of any Indebtedness of such Person; provided that (a) the principal amount (or accreted value, if applicable) thereof does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed or extended except by an amount equal to unpaid accrued interest and premium thereon plus other amounts paid, and fees and expenses incurred, in connection with such modification, refinancing, refunding, renewal or extension and by an amount equal to any existing commitments unutilized thereunder, (b) other than with respect to a Permitted Refinancing in respect of Indebtedness permitted pursuant to Section 6.01(a)(v), Indebtedness resulting from such modification, refinancing, refunding, renewal or extension has a final maturity date equal to or later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being modified, refinanced, refunded, renewed or extended, (c) immediately after giving effect thereto, no Event of Default shall have occurred and be continuing, (d) if the Indebtedness being modified, refinanced, refunded, renewed or extended is subordinated in right of payment to the Loan Document Obligations, Indebtedness resulting from such modification, refinancing, refunding, renewal or extension is subordinated in right of payment to the Loan Document Obligations on terms at least as favorable to the Lenders as those contained in the documentation governing the Indebtedness being modified, refinanced, refunded, renewed or extended and (e) if the Indebtedness being modified, refinanced, refunded, renewed or extended is permitted pursuant to Section 6.01(a)(ii), 6.01(a)(xvi) or 6.01(a)(xvii), (i) the terms and conditions (including, if applicable, as to collateral but excluding as to subordination, interest rate (including whether such interest is payable in cash or in kind) and redemption premium) of Indebtedness resulting from such modification, refinancing, refunding, renewal or extension are not, taken as a whole, materially less favorable to the Loan Parties or the Lenders than the terms and conditions of the Indebtedness being modified, refinanced, refunded, renewed or extended; provided that a certificate of a Responsible Officer delivered to the Administrative Agent at least five Business Days prior to such modification, refinancing, refunding, renewal or extension, together with a reasonably detailed description of the material terms and conditions of such resulting Indebtedness or drafts of the documentation relating thereto, stating that the Borrower has determined in good faith that such terms and conditions satisfy the foregoing requirements and (ii) the primary obligor in respect of, and the Persons (if any) that Guarantee, Indebtedness resulting from such modification, refinancing, refunding, renewal or extension are the primary obligor in respect of, and Persons (if any) that Guaranteed, respectively, the Indebtedness being modified, refinanced, refunded, renewed or extended. For the avoidance of doubt, it is understood that a Permitted Refinancing may constitute a portion of an issuance of Indebtedness in excess of the amount of such Permitted Refinancing; provided, that, such excess amount is otherwise permitted to be incurred under Section 6.01.

"Permitted Second Priority Refinancing Debt" means secured Indebtedness incurred by the Borrower in the form of one or more series of second lien secured notes or second lien secured loans; provided that (i) such Indebtedness is secured by the Collateral on a second lien, subordinated basis to the Secured Obligations and the obligations in respect of any Permitted First Priority Refinancing Debt and is not secured by any property or assets of Holdings, the Borrower or any Guarantor other than the Collateral, (ii) such Indebtedness does not mature or have scheduled amortization or payments of principal prior to the date that is 91 days after the Latest Maturity Date at the time such Indebtedness is incurred, (iii) the security agreements relating to such Indebtedness are substantially the same as the Security Documents or more favorable to the Borrower (with such differences as are reasonably satisfactory to the Administrative Agent), (iv) such Indebtedness is not guaranteed by any Subsidiaries other than the Subsidiary Loan Parties and (v) a Senior Representative acting on behalf of the holders of such Indebtedness shall have become party to the Second Lien Intercreditor Agreement; provided that if such Indebtedness is the initial Permitted Second Priority Refinancing Debt incurred by the Borrower, then the Borrower, the Subsidiary Loan Parties, the Administrative Agent and the Senior Representatives for such Indebtedness shall have executed and delivered the Second Lien Intercreditor Agreement.

Permitted Second Priority Refinancing Debt will include any Registered Equivalent Notes issued in exchange therefor.

"Permitted Unsecured Refinancing Debt" means unsecured Indebtedness incurred by the Borrower or any Subsidiary Loan Party in the form of one or more series of senior unsecured notes or loans; provided that (i) such Indebtedness constitutes Credit Agreement Refinancing Indebtedness in respect of Loans (including portions of Classes of Loans or Other Term Loans), (ii) such Indebtedness does not mature or have scheduled amortization or payments of principal prior to the date that is 91 days after the Latest Maturity Date at the time such Indebtedness is incurred, (iii) if guaranteed, such Indebtedness is not guaranteed by any Subsidiaries other than Loan Parties and (iv) such Indebtedness is not secured by any Lien on any property or assets of Holdings, the Borrower or any Guarantor.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Plan" has the meaning assigned to such term in the recitals.

"Platform" has the meaning assigned to such term in Section 5.01.

"Post-Transaction Period" means, with respect to any Specified Transaction, the period beginning on the date such Specified Transaction is consummated and ending on the last day of the fourth full consecutive fiscal quarter immediately following the date on which such Specified Transaction is consummated.

"Prepayment Event" means:

(a) any sale, transfer or other disposition (including (x) pursuant to a sale and leaseback transaction, (y) by way of merger or consolidation and (z) any casualty or other insured damage to, or any taking under power of eminent domain or by condemnation or similar proceeding of) of any property or asset of the Borrower or any of its Subsidiaries permitted by Section 6.05(k) other than any such sale, transfer or other disposition resulting in aggregate Net Proceeds not exceeding (A) $750,000 in the case of any single transaction or series of related transactions and (B) $2,000,000 for all such transactions during any fiscal year of the Borrower; or

(b) the incurrence by the Borrower or any of its Subsidiaries of any Indebtedness, other than Indebtedness permitted under Section 6.01 (other than Permitted Unsecured Refinancing Indebtedness, Permitted First Priority Refinancing Debt, Permitted Second Priority Refinancing Debt and Other Term Loans which shall constitute a Prepayment Event with respect to the applicable refinanced Indebtedness in accordance with the definition of Credit Agreement Refinancing Indebtedness) or permitted by the Required Lenders pursuant to Section 9.02.

"Prime Rate" means the rate announced from time to time by Credit Suisse AG as its "prime rate." The Prime Rate is based upon various factors including Credit Suisse AG's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such rate announced by Credit Suisse AG shall take effect at the opening of business on the day of announcement of such change.

"Pro Forma Basis" and "Pro Forma Effect" means, with respect to compliance with any test or covenant hereunder required by the terms of this Agreement to be made on a Pro Forma Basis, that all Specified Transactions and the following transactions in connection therewith shall be deemed to have

occurred as of the first day of the applicable period of measurement in such test or covenant: (i) income statement items (whether positive or negative) attributable to the property or Person subject to such Specified Transaction, in the case of a Disposition of all or substantially all Equity Interests in any subsidiary of Holdings or any division, product line, or facility used for operations of Holdings, the Borrower or any of its Subsidiaries, shall be excluded and (ii) any retirement of Indebtedness; provided that, the foregoing pro forma adjustments may be applied to any such test or covenant solely to the extent that such adjustments are consistent with the definition of Consolidated EBITDA and give effect to operating expense reductions that are (x) directly attributable to such transaction, (y) expected to have a continuing impact on Holdings, the Borrower or any of its Subsidiaries and (z) factually supportable.

"Proposed Change" has the meaning assigned to such term in Section 9.02(c).

"Public Lender" has the meaning assigned to such term in Section 5.01.

"Qualified Equity Interests" means Equity Interests of Holdings other than Disqualified Equity Interests.

"Refinanced Debt" has the meaning assigned to such term in the definition of "Credit Agreement Refinancing Indebtedness."

"Refinancing" means the repayment of all the existing third party Indebtedness for borrowed money of the Borrower and its Subsidiaries as of the Effective Date (other than Indebtedness hereunder, existing Capitalized Leases, existing letters of credit and the Indebtedness listed on Schedule 6.01) and the discharge (or the making of arrangements for discharge) of all Liens other than Liens permitted pursuant to Section 6.02.

"Refinancing Amendment" means an amendment to this Agreement in form and substance reasonably satisfactory to the Administrative Agent and the Borrower executed by each of (a) the Borrower and Holdings, (b) the Administrative Agent and (c) each Additional Lender and Lender that agrees to provide any portion of the Credit Agreement Refinancing Indebtedness being incurred pursuant thereto, in accordance with Section 2.21.

"Register" has the meaning assigned to such term in Section 9.04(b).

"Registered Equivalent Notes" means, with respect to any notes originally issued in a Rule 144A or other private placement transaction under the Securities Act of 1933, substantially identical notes (having the same Guarantees) issued in a dollar-for-dollar exchange therefor pursuant to an exchange offer registered with the SEC.

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the partners, directors, officers, employees, trustees, agents, controlling persons, advisors and other representatives of such Person and of each of such Person's Affiliates and permitted successors and assigns.

"Release" means any release, spill, emission, leaking, dumping, injection, emptying, pumping, escaping, pouring, deposit, disposal, discharge, dispersal, leaching or migration into or through the environment (including ambient air, indoor air, surface water, groundwater, land surface or subsurface strata) and including the environment within any building, or any occupied structure, facility or fixture.

"Required Lenders" means, at any time, Lenders having Loans representing more than 50% of the aggregate outstanding Loans at such time; provided that (a) to the extent set forth in Section 9.04(d), the

Loans of the Borrower or any Affiliate thereof and (b) to the extent set forth in Section 9.02, whenever there are one or more Defaulting Lenders, the total outstanding Loans of each Defaulting Lender, shall in each case be excluded for purposes of making a determination of Required Lenders.

"Requirements of Law" means, with respect to any Person, any statutes, laws, treaties, rules, regulations, orders, decrees, writs, injunctions or determinations of any arbitrator or court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Responsible Officer" means the chief executive officer, president, vice president, chief financial officer, treasurer or assistant treasurer, or other similar officer, manager or a director of a Loan Party and with respect to certain limited liability companies or partnerships that do not have officers, any manager, sole member, managing member or general partner thereof, and as to any document delivered on the Effective Date or thereafter pursuant to clause (a)(i) of the definition of the term "Collateral and Guarantee Requirement," any secretary or assistant secretary of a Loan Party. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests in the Borrower or any Subsidiary, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Equity Interests in the Borrower or any Subsidiary or any option, warrant or other right to acquire any such Equity Interests in the Borrower or any Subsidiary.

"Restructuring Support Agreement" means that certain Restructuring Support Agreement, dated as of August 4, 2013 (as amended, to the extent permitted hereunder) by and among (a) the Borrower, (b) Holdings, (c) all of the Borrower's direct and indirect subsidiaries, (d) the holders of claims under the Existing Credit Agreement party thereto, and (e) the holders of claims in respect of the Senior Notes (as defined therein) party thereto.

"Restructuring Transactions" means the transactions contemplated by the Restructuring Support Agreement or Plan, as applicable.

"Retained Rights" with respect to any Patient Receivable owing from any Governmental Authority, the rights of any payee granted by applicable law and regulation over such Patient Receivable, which in the absence of a court order in the manner expressly contemplated by applicable state and federal law are subject to restrictions on assignment, pledging or are otherwise encumbered by applicable law or regulation, including, without limitation, and as applicable, restrictions on the collection thereof and discretion over the transfer thereof, to any party and restrictions on any such party's ability to enforce the claim giving rise to such Patient Receivable against such Governmental Authority.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., and any successor to its rating agency business.

"Second Lien Intercreditor Agreement" means a Second Lien Intercreditor Agreement substantially in the form of Exhibit G among the Administrative Agent and one or more Senior Representatives for holders of Permitted Second Priority Refinancing Debt, with such modifications thereto as the Administrative Agent may reasonably agree.

"Secured Obligations" has the meaning assigned to such term in the Collateral Agreement.

"Security Documents" means the Collateral Agreement, the Mortgages and each other security agreement or pledge agreement executed and delivered pursuant to the Collateral and Guarantee Requirement, Section 5.11, Section 5.12 or Section 5.14 to secure any of the Secured Obligations.

"Senior Representative" means, with respect to any series of Permitted First Priority Refinancing Debt or Permitted Second Priority Refinancing Debt, the trustee, administrative agent, collateral agent, security agent or similar agent under the indenture or agreement pursuant to which such Indebtedness is issued, incurred or otherwise obtained, as the case may be, and each of their successors in such capacities.

"Sold Entity or Business" has the meaning assigned to such term in the definition of the term "Consolidated EBITDA."

"Specified Transaction" means, with respect to any period, any sale, transfer or other disposition of assets, incurrence or repayment of Indebtedness, Restricted Payment, subsidiary designation or other event that by the terms of the Loan Documents requires such test or covenant to be calculated on a Pro Forma Basis.

"Sponsor" means Oaktree Capital Management L.P. and investment funds managed thereby and their Affiliates.

"Statutory Reserve Rate" means, with respect to any currency, a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve, liquid asset or similar percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by any Governmental Authority of the United States or of the jurisdiction of such currency or any jurisdiction in which Loans in such currency are made to which banks in such jurisdiction are subject for any category of deposits or liabilities customarily used to fund loans in such currency or by reference to which interest rates applicable to Loans in such currency are determined. Such reserve, liquid asset or similar percentages shall include those imposed pursuant to Regulation D of the Board of Governors. Eurocurrency Loans shall be deemed to be subject to such reserve, liquid asset or similar requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under Regulation D or any other applicable law, rule or regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"Subordinated Indebtedness" means any Junior Financing.

"subsidiary" means, with respect to any Person (the "parent") at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

"Subsidiary" means any subsidiary of the Borrower.

"Subsidiary Loan Party" means each Subsidiary of the Borrower that is a party to the Guarantee Agreement.

"Swap Agreement" means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement or contract involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of Holdings, the Borrower or the other Subsidiaries shall be a Swap Agreement.

"Taxes" means any and all present or future taxes, levies, imposts, duties, deductions, assessment, fees, charges or withholdings imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Test Period" means, at any date of determination, the period of four consecutive fiscal quarters of the Borrower then last ended.

"Total Leverage Ratio" means on any date, the ratio of (a) Consolidated Debt as of such date to (b) Consolidated EBITDA for the most recently ended Test Period.

"Transaction Costs" means all fees, costs and expenses incurred or payable by Holdings, the Borrower or any other Subsidiary in connection with the Transactions and the Restructuring Transactions.

"Transactions" means (a) the execution, delivery and performance by each Loan Party of the Loan Documents to which it is to be a party, the borrowing of the Loans and the use of the proceeds thereof and (b) payment of the Transaction Costs.

"TRICARE" means that program established by 10 U.S.C. § 1071 *et seq.*

"Type," when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted LIBO Rate or the Alternate Base Rate.

"United States Tax Compliance Certificate" has the meaning assigned to such term in Section 2.17(e)(ii)(C).

"USA Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended from time to time.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by (b) the then outstanding principal amount of such Indebtedness.

"Withdrawal Liability" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

Section 1.02 Classification of Loans and Borrowings. For purposes of this Agreement, Loans and Borrowings may be classified and referred to by Class (e.g., an "Existing Term Loan") or by Type (e.g., a "Eurocurrency Loan") or by Class and Type (e.g., a "Eurocurrency Existing Term Loan"). Borrowings also may be classified and referred to by Class (e.g., an "Existing Term Borrowing") or by Type (e.g., a "Eurocurrency Borrowing") or by Class and Type (e.g., a "Eurocurrency Existing Term Borrowing").

Section 1.03 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (a) any definition of or reference to any agreement (including this Agreement and the other Loan Documents), instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, amended and restated, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns (subject to any restrictions on assignment set forth herein) and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all functions thereof, (c) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

Section 1.04 Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided, however, that if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision (including any definitions) hereof to eliminate the effect of any change occurring after the Effective Date in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to any election under Financial Accounting Standards Codification No. 825—Financial Instruments, or any successor thereto (including pursuant to the Accounting Standards Codification), to value any Indebtedness of Holdings, the Borrower or any Subsidiary at "fair value" as defined therein. Notwithstanding any other provision contained herein, any lease that is treated as an operating lease for purposes of GAAP as of the date hereof shall continue to be treated as an operating lease (and any future lease, if it were in effect on the date hereof, that would be treated as an operating lease for purposes of GAAP as of the date hereof shall be treated as an operating lease), in each case for purposes of this Agreement, notwithstanding any change in GAAP after the date hereof.

ARTICLE II

THE CREDITS

Section 2.01 **Commitments**. Subject to the terms and conditions set forth herein, on and as of the Effective Date and subject to the conditions set forth in Section 4.01, (a) each Existing Term Lender will be deemed to have made an Existing Term Loan to the Borrower denominated in dollars in an aggregate principal amount as set forth opposite such Lender's name on Schedule 2.01 under the heading "Existing Term Loan Amount", (b) each Converted Term Lender will be deemed to have made a Converted Term Loan to the Borrower denominated in dollars in an aggregate principal amount as set forth opposite such Lender's name on Schedule 2.01 under the heading "Converted Term Loan Amount", and (c) each Backstop Term Lender agrees to make a Backstop Term Loan to the Borrower denominated in dollars in an aggregate principal amount not exceeding its Backstop Term Commitment set forth on Schedule 2.01 to be available as of the Effective Date. Amounts repaid or prepaid in respect of Loans may not be reborrowed. Each Lender's Commitment shall terminate immediately and without further action on the Effective Date after giving effect to the funding (or deemed funding) of such Lender's Commitment on such date.

Section 2.02 **Loans and Borrowings**.

(a) Each Loan shall be made as part of a Borrowing consisting of Loans of the same Class and Type made by the Lenders ratably in accordance with their respective Commitments of the applicable Class. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder, provided that the Commitments of the Lenders are several and other than as expressly provided herein with respect to a Defaulting Lender, no Lender shall be responsible for any other Lender's failure to make Loans as required hereby.

(b) Subject to Section 2.14, each Borrowing shall be comprised entirely of ABR Loans or Eurocurrency Loans as the Borrower may request in accordance herewith; provided that all Borrowings made on the Effective Date must be made as ABR Borrowings unless the Borrower shall have given the notice required for a Eurocurrency Borrowing under Section 2.03, and executed and delivered an indemnity letter reasonably satisfactory to the Administrative Agent extending the benefits of Section 2.16 to Lenders in respect of such Borrowings. Each Lender at its option may make any Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) Borrowings of more than one Type and Class may be outstanding at the same time; provided that there shall not at any time be more than a total of six Eurocurrency Borrowings outstanding.

Section 2.03 **Requests for Borrowings**. To request a Borrowing on the Effective Date, the Borrower shall notify the Administrative Agent of such request by telephone (a) in the case of a Eurocurrency Borrowing, not later than 2:00 p.m., New York City time, three Business Days before the date of the proposed Borrowing (or, in the case of any Eurocurrency Borrowing to be made on the Effective Date, one Business Day) or (b) in the case of an ABR Borrowing, not later than 2:00 p.m., New York City time, one Business Day before the date of the proposed Borrowing. Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by hand delivery or facsimile to the Administrative Agent of a written Borrowing Request signed by the Borrower. Each such telephonic and written Borrowing Request shall specify the following information:

(i) the aggregate amount of such Borrowing;

(ii) the date of such Borrowing, which shall be a Business Day;

(iii) whether such Borrowing is to be an ABR Borrowing or a Eurocurrency Borrowing;

(iv) in the case of a Eurocurrency Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period";

(v) the location and number of the Borrower's account to which funds are to be disbursed, which shall comply with the requirements of Section 2.06; and

(vi) that as of the date of such Borrowing, the conditions set forth in Sections 4.02(a) and 4.02(b) are satisfied.

If no election as to the Type of Borrowing is specified as to any Borrowing, then the requested Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Eurocurrency Borrowing, then the Borrower shall be deemed to have selected an Interest Period of one month's duration. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the applicable Class of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

Section 2.04 **Reserved**.

Section 2.05 **Reserved**.

Section 2.06 **Funding of Borrowings**.

(a) Each Lender shall make each Loan to be made by it hereunder on the Effective Date and in the amount for such Lender set forth on Schedule 2.01 for such Lender by wire transfer of immediately available funds by 12:00 noon, New York City time, to the Applicable Account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders. The Administrative Agent will make such Loans available to the Borrower by promptly crediting the amounts so received, in like funds, to an account of the Borrower designated by the Borrower in the applicable Borrowing Request.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the Effective Date that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance on such assumption and in its sole discretion, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender agrees to pay to the Administrative Agent an amount equal to such share on demand of the Administrative Agent. If such Lender does not pay such corresponding amount forthwith upon demand of the Administrative Agent therefor, the Administrative Agent shall promptly notify the Borrower, and the Borrower agrees to pay such corresponding amount to the Administrative Agent forthwith on demand. The Administrative Agent shall also be entitled to recover from such Lender or Borrower interest on such corresponding amount, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, or (ii) in the

case of the Borrower, the interest rate applicable to such Borrowing in accordance with Section 2.13. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing.

(c) The obligations of the Lenders hereunder to make Loans and to make payments pursuant to Section 9.03(c) are several and not joint. The failure of any Lender to make any Loan or to make any payment under Section 9.03(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan or to make its payment under Section 9.03(c).

Section 2.07 Interest Elections.

(a) Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request or designated by Section 2.03 and, in the case of a Eurocurrency Borrowing, shall have an initial Interest Period as specified in such Borrowing Request or designated by Section 2.03. Thereafter, the Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Eurocurrency Borrowing, may elect Interest Periods therefor, all as provided in this Section. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing.

(b) To make an election pursuant to this Section, the Borrower shall notify the Administrative Agent of such election by telephone by the time that a Borrowing Request would be required under Section 2.03 if the Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery, facsimile or other electronic transmission to the Administrative Agent of a written Interest Election Request signed by the Borrower.

(c) Each telephonic and written Interest Election Request shall specify the following information in compliance with Section 2.03:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a Eurocurrency Borrowing; and

(iv) if the resulting Borrowing is to be a Eurocurrency Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period."

If any such Interest Election Request requests a Eurocurrency Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month's duration.

(d) Promptly following receipt of an Interest Election Request in accordance with this Section, the Administrative Agent shall advise each Lender of the applicable Class of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the Borrower fails to deliver a timely Interest Election Request with respect to a Eurocurrency Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to an ABR Borrowing. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower, then, so long as an Event of Default is continuing (i) no outstanding Borrowing may be converted to or continued as a Eurocurrency Borrowing and (ii) unless repaid, each Eurocurrency Borrowing shall be converted to an ABR Borrowing.

Section 2.08 Termination of Commitments. Unless previously terminated, Commitments shall terminate at 5:00 p.m., New York City time, on the Effective Date.

Section 2.09 Repayment of Loans; Evidence of Debt.

(a) The Borrower hereby unconditionally promises to pay (i) to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Converted Term Loan of such Lender, (ii) to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Existing Term Loan of such Lender and (iii) the Administrative Agent for the account of each Lender the then unpaid principal amount of each Backstop Term Loan of such Lender, in each case, as provided in Section 2.10 and Section 2.11.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Class and Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(d) The entries made in the accounts maintained pursuant to paragraph (b) or (c) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein, provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to pay any amounts due hereunder in accordance with the terms of this Agreement. In the event of any inconsistency between the entries made pursuant to paragraphs (b) and (c) of this Section, the accounts maintained by the Administrative Agent pursuant to paragraph (c) of this Section shall control.

(e) Any Lender may request through the Administrative Agent that Loans of any Class made by it be evidenced by a Note. In such event, the Borrower shall execute and deliver to such Lender Note payable to the order of such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in a form provided by the Administrative Agent and approved by the Borrower.

Section 2.10 Amortization of Loans.

(a) To the extent not previously paid, (i) all Existing Term Loans shall be due and payable on the Existing Term Maturity Date, (ii) all Converted Term Loans shall be due and payable on the Converted Term Maturity Date and (iii) all Backstop Term Loans shall be due and payable on the Backstop Term Maturity Date. Repayments of any Borrowing on its applicable maturity date pursuant to this Section 2.10(a) shall be accompanied by accrued interest on the amount repaid.

(b) On the second anniversary of the Effective Date, the Borrower shall repay (i) the Existing Term Loans in an aggregate principal amount equal to $[20,601,552.39] and (ii) the Converted Term Loans in an aggregate principal amount equal to $[4,398,447.61].

Section 2.11 Prepayment of Loans.

(a) The Borrower shall have the right at any time, and from time to time, to prepay any Borrowing in whole or in part, without premium or penalty, subject to the requirements of this Section. Any such voluntary prepayment made pursuant to this Section 2.11(a) shall be applied to repay the Loans of a particular Class (or Classes) as directed by the Borrower. Any prepayment of a particular Class made pursuant to this Section 2.11(a) prior to the second anniversary of the Effective Date shall be applied to reduce the amount owed by the Borrower under Section 2.10(b) with respect to such Class. Each Loan so prepaid shall be accompanied by all accrued and unpaid interest on the principal amount so prepaid up to, but not including, the date of prepayment.

(b) In the event and on each occasion that any Net Proceeds are received by or on behalf of Holdings, the Borrower or any Subsidiary in respect of any Prepayment Event, the Borrower shall, within five (5) Business Days after such Net Proceeds are received (or, in the case of a Prepayment Event described in clause (b) of the definition of the term "Prepayment Event," on the date of such Prepayment Event), prepay Borrowings in an aggregate amount equal to 100% of the amount of such Net Proceeds; provided that, in the case of any event described in clause (a) of the definition of the term "Prepayment Event", if the Borrower or any of its Subsidiaries invests (or commits to invest) such Net Proceeds from such event (or a portion thereof) within 12 months after receipt of such Net Proceeds in assets used or useful in the business of the Borrower and the Subsidiaries, then no prepayment shall be required pursuant to this paragraph in respect of such Net Proceeds in respect of such event (or the applicable portion of such Net Proceeds, if applicable) except to the extent of any such Net Proceeds therefrom that have not been so invested (or committed to be invested) by the end of such 12-month period (or, if committed to be so invested within such 12-month period, have not been so invested within 18 months after receipt thereof), at which time a prepayment shall be required in an amount equal to such Net Proceeds that have not been so invested (or committed to be invested).

(c) Commencing with the four consecutive fiscal quarter period ending December 31, 2015, and on each anniversary thereof, the Borrower shall prepay Borrowings in an aggregate amount equal to the ECF Percentage of Excess Cash Flow for such fiscal period; provided that such amount shall be reduced by the aggregate amount of payments or prepayments of Loans made pursuant to Section 2.10(b) and Section 2.11(a) during such fiscal period (excluding all such prepayments funded with the proceeds of other Indebtedness, the proceeds of any sale or other disposition of assets outside the ordinary course of business but including, for the avoidance of doubt, any payment or prepayment of Existing Term Loans or Converted Term Loans made pursuant to Section 2.10(b) regardless of source).[1] Each prepayment

[1] If Effective Date is after 12/31/13, add provision deduction 2.10(b) payment from Excess Cash Flow for fiscal year ended 12/31/15 despite payment being due in January 2016.

pursuant to this paragraph shall be made on or before the date on which financial statements are required to be delivered pursuant to Section 5.01 with respect to the fiscal period for which Excess Cash Flow is being calculated.

(d) The Borrower shall notify the Administrative Agent by telephone (confirmed by facsimile) of any prepayment hereunder (i) in the case of prepayment of a Eurocurrency Borrowing, not later than 11:00 a.m., New York City time, three Business Days before the date of prepayment or (ii) in the case of prepayment of an ABR Borrowing, not later than 11:00 a.m., New York City time, one Business Day before the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid and, in the case of a mandatory prepayment, a reasonably detailed calculation of the amount of such prepayment; provided that a notice of optional prepayment may state that such notice is conditional upon the effectiveness of other credit facilities or the receipt of the proceeds from the issuance of other Indebtedness or the occurrence of some other identifiable event or condition, in which case such notice of prepayment may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified date of prepayment) if such condition is not satisfied; provided further that, any notice of mandatory prepayment pursuant to Section 2.11(b) or (c) must be delivered not later than 11:00 a.m., New York City time, three Business Days before the date of prepayment. Promptly following receipt of any such notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of an advance of a Borrowing of the same Type as provided in Section 2.02, except as necessary to apply fully the required amount of a mandatory prepayment. Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.13.

Section 2.12 Fees.

(a) The Borrower agrees to pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times separately agreed upon in writing between the Borrower and the Administrative Agent.

(b) The Borrower agrees to pay on the Effective Date to (i) each Existing Term Lender party to this Agreement as fee compensation in respect of such Lender's Existing Term Loan, a closing fee in an amount equal to 0.50% of the outstanding principal amount of such Lender's Existing Term Loan, (ii) each Converted Term Lender party to this Agreement as fee compensation in respect of such Lender's Converted Term Loan, a closing fee in an amount equal to 0.50% of the outstanding principal amount of such Lender's Converted Term Loan and (iii) each Backstop Term Lender party to this Agreement as fee compensation for the funding of such Lender's Backstop Term Loan, a closing fee in an amount equal to 2.00% of such Lender's Backstop Term Commitment.

(c) The closing fees described in the foregoing clause (b)(iii) shall be payable to each Backstop Term Lender out of the proceeds of such Lender's Backstop Term Loan as and when funded on the Effective Date. All fees payable pursuant to this Section 2.12 shall be treated (and reported) by the Borrower as a reduction in issue price of the Loans for U.S. federal, state and local income tax purposes and will be in all respects fully earned, due and payable on the Effective Date and non-refundable and non-creditable thereafter.

Section 2.13 Interest.

(a) (i) Each Eurocurrency Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the Adjusted LIBO Rate for such Interest

Period plus the Applicable Rate; and (ii) each ABR Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Alternate Base Rate plus the Applicable Rate.

(b) Notwithstanding the foregoing, if any principal of or interest on any Loan or any fee or other amount payable by the Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to (x) in the case of overdue principal of any Loan, 2.00% per annum plus the rate otherwise applicable to such Loan as provided in the preceding paragraph of this Section or (y) in the case of any other amount, 2.00% per annum plus the rate applicable to ABR Loans as provided in clause (a) of this Section 2.13.

(c) Accrued interest on each Loan shall be paid in cash or Paid-in-Kind, as provided hereunder, in arrears on each Interest Payment Date for such Loan, provided that (i) interest accrued pursuant to paragraph (b) of this Section 2.13 shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Eurocurrency Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(d) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Alternate Base Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate or Adjusted LIBO Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

Section 2.14 **Alternate Rate of Interest**. If at least two Business Days prior to the commencement of any Interest Period for a Eurocurrency Borrowing:

(a) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate for such Interest Period; or

(b) the Administrative Agent is advised by the Required Lenders that the Adjusted LIBO Rate for such Interest Period will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing for such Interest Period;

the Administrative Agent shall give notice thereof to the Borrower and the Lenders by telephone or facsimile as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (i) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurocurrency Borrowing and shall be ineffective and (ii) if any Borrowing Request requests a Eurocurrency Borrowing, then such Borrowing shall be made as an ABR Borrowing; provided, however, that, in each case, the Borrower may revoke any Borrowing Request that is pending when such notice is received.

Section 2.15 **Increased Costs**.

(a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate);

(ii) subject any recipient of any payment under a Loan Document to any Taxes (other than (A) Indemnified Taxes, and (B) Taxes described in clauses (c) through (e) of the definition of Excluded Taxes)) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or the London interbank market any other condition, cost or expense affecting this Agreement or Eurocurrency Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender or such other recipient of making, converting to, continuing or maintaining any Eurocurrency Loan (or of maintaining its obligation to make any such Loan) or to increase the cost to such Lender or other recipient or to reduce the amount of any sum received or receivable by such Lender or other recipient hereunder (whether of principal, interest or otherwise), then, from time to time upon request of such Lender or other recipient, the Borrower will pay to such Lender or other recipient, as the case may be, such additional amount or amounts as will compensate such Lender or other recipient, as the case may be, for such increased costs actually incurred or reduction actually suffered.

(b) If any Lender determines that any Change in Law regarding capital requirements has the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement or the Loans made by such Lender to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then, from time to time upon request of such Lender, the Borrower will pay to such Lender, as the case may be, such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction actually suffered.

(c) A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company in reasonable detail, as the case may be, as specified in paragraph (a) or (b) of this Section delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender, as the case may be, the amount shown as due on any such certificate within 15 days after receipt thereof.

(d) Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation, provided that the Borrower shall not be required to compensate a Lender pursuant to this Section for any increased costs incurred or reductions suffered more than 180 days prior to the date that such Lender, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

(e) Notwithstanding any other provision of this Section, no Lender shall demand compensation for any increased cost or reduction pursuant to this Section if it shall not at the time be the general policy or practice of such Lender to demand such compensation in similar circumstances under comparable provisions of other credit agreements.

Section 2.16 Break Funding Payments. In the event of (a) the payment of any principal of any Eurocurrency Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any Eurocurrency Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.11(e) and is revoked in accordance therewith) or (d) the assignment of any Eurocurrency Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.19 or Section 9.02(c), then, in any such event, the Borrower shall, after receipt of a written request by any Lender affected by any such event (which request shall set forth in reasonable detail the basis for requesting such amount), compensate each Lender for the loss, cost and expense attributable to such event. For purposes of calculating amounts payable by the Borrower to the Lenders under this Section 2.16, each Lender shall be deemed to have funded each Eurocurrency Loan made by it at the Adjusted LIBO Rate for such Loan by a matching deposit or other borrowing for a comparable amount and for a comparable period, whether or not such Eurocurrency Loan was in fact so funded. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 15 days after receipt of such demand. Notwithstanding the foregoing, this Section 2.16 will not apply to losses, costs or expenses resulting from Taxes, as to which Sections 2.15(a)(ii) and 2.17 shall govern.

Section 2.17 Taxes.

(a) Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made free and clear of and without deduction for any Taxes, provided that if the applicable withholding agent shall be required by applicable Requirements of Law (as determined in the good faith discretion of the applicable withholding agent) to deduct any Indemnified Taxes or Other Taxes from such payments, then (i) the amount payable by the applicable Loan Party shall be increased as necessary so that after all required deductions have been made (including deductions applicable to additional amounts payable under this Section) the Administrative Agent or Lender (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made, (ii) the applicable withholding agent shall make such deductions and (iii) the applicable withholding agent shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable Requirements of Law.

(b) Without limiting the provisions of paragraph (a) above, the Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with Requirements of Law.

(c) The Borrower shall indemnify the Administrative Agent and each Lender, within 30 days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes paid by the Administrative Agent or such Lender or required to be withheld or deducted from a payment to the Administrative Agent or such Lender, as the case may be, on or with respect to any payment by or on account of any obligation of any Loan Party under any Loan Document (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate setting forth in reasonable detail the basis and calculation of the amount of such payment or liability delivered to the Borrower by a Lender or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(d) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by a Loan Party to a Governmental Authority, the Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Each Lender shall, at such times as are reasonably requested by Borrower or the Administrative Agent, provide Borrower and the Administrative Agent with any properly completed and executed documentation prescribed by law, or reasonably requested by Borrower or the Administrative Agent, certifying as to any entitlement of such Lender to an exemption from, or reduction in, any withholding Tax with respect to any payments to be made to such Lender under the Loan Documents. Each such Lender shall, whenever a lapse in time or change in circumstances renders such documentation expired, obsolete or inaccurate in any material respect, deliver promptly to Borrower and the Administrative Agent updated or other appropriate documentation (including any new documentation reasonably requested by the applicable withholding agent) or promptly notify Borrower and the Administrative Agent of its inability to do so. Notwithstanding anything to the contrary, the completion, execution and submission of such documentation (other than as expressly listed in (i), (ii) and (iii), below, but including (ii)(E)) shall not be required if in such Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

Without limiting the generality of the foregoing:

(i) Each Lender that is a United States person (as defined in Section 7701(a)(30) of the Code) shall deliver to Borrower and the Administrative Agent on or before the date on which it becomes a party to this Agreement two properly completed and duly signed original copies of Internal Revenue Service Form W-9 (or any successor form) certifying that such Lender is exempt from U.S. federal backup withholding.

(ii) Each Lender that is not a United States person (as defined in Section 7701(a)(30) of the Code) shall deliver to Borrower and the Administrative Agent on or before the date on which it becomes a party to this Agreement (and from time to time thereafter upon the reasonable request of Borrower or the Administrative Agent) whichever of the following is applicable:

(A) two properly completed and duly signed copies of Internal Revenue Service Form W-8BEN (or any successor forms) claiming eligibility for benefits of an income tax treaty to which the United States of America is a party and such other documentation as required under the Code,

(B) two properly completed and duly signed copies of Internal Revenue Service Form W-8ECI (or any successor forms),

(C) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 871(h) or Section 881(c) of the Code, (x) two properly completed and duly signed certificates, substantially in the form of Exhibit I (any such certificate a "United States Tax Compliance Certificate"), and (y) two properly completed and duly signed copies of Internal Revenue Service Form W-8BEN (or any successor forms),

(D) to the extent a Foreign Lender is not the beneficial owner (for example, where the Lender is a partnership, or is a participating Lender), Internal Revenue Service

Form W-8IMY (or any successor forms) of the Foreign Lender, accompanied by a Form W-8ECI, W-8BEN, United States Tax Compliance Certificate, Form W-9, Form W-8IMY (or other successor forms) or any other required information from each beneficial owner that would be required under this Section 2.17 if such beneficial owner were a Lender, as applicable (provided that, if the Lender is a partnership (and not a participating Lender) and one or more beneficial owners are claiming the portfolio interest exemption, the United States Tax Compliance Certificate may be provided by such Lender on behalf of such beneficial owner(s)), or

(E) any other form prescribed by applicable Requirements of Law as a basis for claiming exemption from or a reduction in U.S. federal withholding tax duly completed together with such supplementary documentation as may be prescribed by applicable Requirements of Law to permit Borrower and the Administrative Agent to determine the withholding or deduction required to be made.

(iii) If a payment made to any Lender under any Loan Document would be subject to U.S. federal withholding tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of those Sections (including those contained in Section 1471(b) or 1472(b), as applicable) of the Code, such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine whether such Lender has or has not complied with such Lender's obligations under such Sections and, if necessary, to determine the amount to deduct and withhold from such payment.

Notwithstanding any other provision of this clause (e), a Lender shall not be required to deliver any form that such Lender is not legally eligible to deliver.

(f) If the Borrower determines in good faith that a reasonable basis exists for contesting any Taxes for which indemnification has been demanded hereunder, the Administrative Agent or the relevant Lender, as applicable, shall use commercially reasonable efforts to cooperate with the Borrower in a reasonable challenge of such Taxes if so requested by the Borrower, provided that (a) the Administrative Agent or such Lender determines in its reasonable discretion that it would not be subject to any unreimbursed third party cost or expense or otherwise be prejudiced by cooperating in such challenge, (b) the Borrower pays all related expenses of the Administrative Agent or such Lender, as applicable, (c) the Borrower indemnifies the Administrative Agent or such Lender, as applicable, for any liabilities or other costs incurred by such party in connection with such challenge, and (d) based on advice of the Borrower's (or applicable Loan Party's) independent accountants or external legal counsel, there is a reasonable basis for such Loan Party to contest with the applicable Governmental Authority the imposition of such Taxes. If the Administrative Agent or a Lender receives a refund of any Indemnified Taxes or Other Taxes as to which it has been indemnified by the Borrower or with respect to which the Borrower has paid additional amounts pursuant to this Section, it shall pay over such refund to the Borrower (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under this Section with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of the Administrative Agent or such Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that the Borrower, upon the request of the Administrative Agent or such Lender, agrees promptly to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental

Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. The Administrative Agent or such Lender, as the case may be, shall, at the Borrower's request, provide the Borrower with a copy of any notice of assessment or other evidence of the requirement to repay such refund received from the relevant taxing authority (provided that the Administrative Agent or such Lender may delete any information therein that the Administrative Agent or such Lender deems confidential). Notwithstanding anything to the contrary, this Section shall not be construed to require the Administrative Agent or any Lender to make available its Tax returns (or any other information relating to Taxes which it deems confidential to any Loan Party or any other person).

(g) The agreements in this Section 2.17 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

Section 2.18 Payments Generally; Pro Rata Treatment; Sharing of Setoffs.

(a) The Borrower shall make each payment required to be made by it under any Loan Document (whether of principal, interest, fees or of amounts payable under Section 2.15, 2.16 or 2.17, or otherwise) prior to the time expressly required hereunder or under such other Loan Document for such payment (or, if no such time is expressly required, prior to 2:00 p.m., New York City time), on the date when due, in immediately available funds, without condition or deduction for any counterclaim, recoupment or setoff. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to such account as may be specified by the Administrative Agent, and except that payments pursuant to Sections 2.15, 2.16, 2.17 and 9.03 shall be made directly to the Persons entitled thereto and payments pursuant to other Loan Documents shall be made to the Persons specified therein. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. Except as otherwise provided herein, if any payment under any Loan Document shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day. If any payment on a Eurocurrency Loan becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day unless the result of such extension would be to extend such payment into another calendar month, in which event such payment shall be made on the immediately preceding Business Day. In the case of any payment of principal pursuant to the preceding two sentences, interest thereon shall be payable at the then applicable rate for the period of such extension. All payments or prepayments of any Loan shall be made in dollars, all payments of accrued interest payable on a Loan shall be made in dollars, and all other payments under each Loan Document shall be made in dollars.

(b) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts then due and payable hereunder, such funds shall be applied in accordance with the priorities set forth in Section 2.24.

(c) If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery,

without interest and (ii) the provisions of this paragraph shall not be construed to apply to (A) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender), (B) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant or (C) any disproportionate payment obtained by a Lender of any Class as a result of the extension by Lenders of the maturity date or expiration date of some but not all Loans or any increase in the Applicable Rate in respect of Loans of Lenders that have consented to any such extension. The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(d) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption and in its sole discretion, distribute to the Lenders the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

Section 2.19 Mitigation Obligations; Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.15, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17 or any event gives rise to the operation of Section 2.23, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder affected by such event, or to assign and delegate its rights and obligations hereunder to another of its offices, branches or Affiliates, if, in the judgment of such Lender, such designation or assignment and delegation (i) would eliminate or reduce amounts payable pursuant to Section 2.15 or 2.17 or mitigate the applicability of Section 2.23, as the case may be, and (ii) would not subject such Lender to any unreimbursed cost or expense reasonably deemed by such Lender to be material and would not be inconsistent with the internal policies of, or otherwise be disadvantageous in any material economic, legal or regulatory respect to, such Lender.

(b) If (i) any Lender requests compensation under Section 2.15 or gives notice under Section 2.23, (ii) the Borrower is required to pay any additional amount to any Lender or to any Governmental Authority for the account of any Lender pursuant to Section 2.17 or (iii) any Lender is a Defaulting Lender, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights and obligations under this Agreement and the other Loan Documents to an Eligible Assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment and delegation); provided that (A) the Borrower shall have received the prior written consent of the Administrative Agent to the extent such consent would be required under Section 9.04(b) for an assignment of Loans or Commitments, as applicable, which consents, in each case, shall not unreasonably be withheld or delayed, (B) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued but unpaid interest thereon, accrued but unpaid fees and all other amounts payable to it hereunder

from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts), (C) the Borrower or such assignee shall have paid (unless waived) to the Administrative Agent the processing and recordation fee specified in Section 9.04(b)(ii) and (D) in the case of any such assignment resulting from a claim for compensation under Section 2.15, or payments required to be made pursuant to Section 2.17 or a notice given under Section 2.23, such assignment will result in a material reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise (including as a result of any action taken by such Lender under paragraph (a) above), the circumstances entitling the Borrower to require such assignment and delegation cease to apply. Each party hereto agrees that an assignment required pursuant to this paragraph may be effected pursuant to an Assignment and Assumption executed by the Borrower, the Administrative Agent and the assignee and that the Lender required to make such assignment need not be a party thereto.

Section 2.20 Reserved.

Section 2.21 Refinancing Amendments; Maturity Extension.

(a) At any time after the Effective Date, the Borrower may obtain, from any Lender or any Additional Lender, Credit Agreement Refinancing Indebtedness in respect of all or any portion of the Loans then outstanding under this Agreement (which will be deemed to include any then outstanding Other Term Loans) in the form of (x) Other Term Loans or Other Term Commitments pursuant to a Refinancing Amendment; provided that such Credit Agreement Refinancing Indebtedness (i) will rank pari passu in right of payment and of security with the Existing Term Loans and the Converted Term Loans hereunder, (ii) will have such pricing and optional prepayment terms as may be agreed by the Borrower and the Lenders thereof, (iii) with respect to any Other Term Loans or Other Term Commitments, will have a maturity date that is not prior to the maturity date of, and will have a Weighted Average Life to Maturity that is not shorter than, the Loans being refinanced and (iv) will have terms and conditions that are substantially identical to, or less favorable to the investors providing such Credit Agreement Refinancing Indebtedness than, the Refinanced Debt; provided further that the terms and conditions applicable to such Credit Agreement Refinancing Indebtedness may provide for any additional or different financial or other covenants or other provisions that are agreed between the Borrower and the Additional Lenders and/or Lenders thereof and applicable only during periods after the Latest Maturity Date that is in effect on the date such Credit Agreement Refinancing Indebtedness is issued, incurred or obtained. The effectiveness of any Refinancing Amendment shall be subject to the satisfaction on the date thereof of each of the conditions set forth in Section 4.02 and, to the extent reasonably requested by the Administrative Agent, receipt by the Administrative Agent of legal opinions, board resolutions, officers' certificates and/or reaffirmation agreements consistent with those delivered on the Effective Date under Section 4.01 (other than changes to such legal opinions resulting from a change in law, change in fact or change to counsel's form of opinion reasonably satisfactory to the Administrative Agent). Each Class of Credit Agreement Refinancing Indebtedness incurred under this Section 2.21 shall be in an aggregate principal amount that is (x) not less than $25,000,000 in the case of Other Term Loans and (y) an integral multiple of $1,000,000 in excess thereof. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Refinancing Amendment. Each of the parties hereto hereby agrees that, upon the effectiveness of any Refinancing Amendment, this Agreement shall be deemed amended to the extent (but only to the extent) necessary to reflect the existence and terms of the Credit Agreement Refinancing Indebtedness incurred pursuant thereto (including any amendments necessary to treat the Loans and Commitments subject thereto as Other Term Loans, and/or Other Term Commitments). Any Refinancing Amendment may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to effect the provisions of this Section.

(b) At any time after the Effective Date, the Borrower and any Lender may agree, by notice to the Administrative Agent (each such notice, an "Extension Notice"), to extend the maturity date of such Lender's Loans to the extended maturity date specified in such Extension Notice.

(c) This Section 2.21 shall supersede any provisions in Section 2.18 or Section 9.02 to the contrary.

Section 2.22 Defaulting Lenders.

(a) Adjustments. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as that Lender is no longer a Defaulting Lender, to the extent permitted by applicable law:

(i) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in Section 9.02.

(ii) Reallocation of Payments. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of that Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article VII or otherwise, and including any amounts made available to the Administrative Agent by that Defaulting Lender pursuant to Section 9.08), shall be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payment of any amounts owing by that Defaulting Lender to the Administrative Agent hereunder; second, to the funding of any Loan in respect of which that Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; third, to the payment of any amounts owing to the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; fourth, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; and fifth, to that Defaulting Lender or as otherwise directed by a court of competent jurisdiction. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender shall be deemed paid to and redirected by that Defaulting Lender, and each Lender irrevocably consents hereto.

(b) Defaulting Lender Cure. If the Borrower and the Administrative Agent agree in writing in their sole discretion that a Defaulting Lender should no longer be deemed to be a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any cash Collateral), such Lender will, to the extent applicable, purchase that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans to be held by the Lenders in such applicable percentages as if such Defaulting Lender had not been a Defaulting Lender, whereupon that Lender will cease to be a Defaulting Lender; provided that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

Section 2.23 Illegality. If any Lender determines that any law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender to make, maintain or fund

Loans whose interest is determined by reference to the Adjusted LIBO Rate, or to determine or charge interest rates based upon the Adjusted LIBO Rate, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, any obligation of such Lender to make or continue Eurocurrency Loans or to convert ABR Loans denominated in dollars to Eurocurrency Loans shall be suspended until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, (x) the Borrower shall, upon three Business Days' notice from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all Eurocurrency Loans of such Lender to ABR Loans either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Eurocurrency Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Eurocurrency Loans, and (y) if such notice asserts the illegality of such Lender determining or charging interest rates based upon the Adjusted LIBO Rate, the Administrative Agent shall during the period of such suspension compute the Alternate Base Rate applicable to such Lender without reference to the Adjusted LIBO Rate component thereof until the Administrative Agent is advised in writing by such Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon the Adjusted LIBO Rate. Each Lender agrees to notify the Administrative Agent and the Borrower in writing promptly upon becoming aware that it is no longer illegal for such Lender to determine or charge interest rates based upon the Adjusted LIBO Rate. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted.

Section 2.24 **Application of Payments and Proceeds**. Upon acceleration of the Loans following the occurrence of an Event of Default that is continuing, all payments (other than payments made in accordance with Section 2.10), distributions or proceeds of Collateral received at any time by, or payable or distributable at any time to, the Administrative Agent or any Lender on account of any Loan Document Obligations shall be applied as follows:

first, to payment of fees and expenses of the Administrative Agent payable or reimbursable by the Loan Parties under this Agreement;

second, to payment of all accrued unpaid interest on the Backstop Term Loans;

third, to payment of all accrued unpaid interest on the Existing Term Loans and Converted Term Loans, pro rata;

fourth, to payment of principal on the Backstop Term Loans;

fifth, to payment of principal on the Existing Term Loans and Converted Term Loans, pro rata;

sixth, to payment of all other Loan Document Obligations then outstanding;

seventh, any remainder shall be for the account of and paid to the Borrower.

In carrying out the foregoing, (i) amounts received shall be applied in the numerical order provided above until exhausted prior to the application to the next succeeding category and (ii) each of the Administrative Agent, Lenders or other Persons entitled to payment under any of the clauses above shall receive an amount equal to its pro rata share of amounts available to be applied pursuant to such clauses above.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Each of Holdings and the Borrower hereby represents and warrants, on behalf of itself and each of its respective Subsidiaries, to the Lenders that:

Section 3.01 **Organization; Powers**. Each Loan Party is duly organized, validly existing and in good standing (to the extent such concept exists in the relevant jurisdictions) under the laws of the jurisdiction of its organization, has the corporate or other organizational power and authority to carry on its business as now conducted and as proposed to be conducted and to execute, deliver and perform its obligations under each Loan Document to which it is a party and to effect the Transactions and, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required.

Section 3.02 **Authorization; Enforceability**. The Transactions to be entered into by each Loan Party have been duly authorized by all necessary corporate or other action and, if required, action by the holders of such Loan Party's Equity Interests. This Agreement has been duly executed and delivered by each of Holdings and the Borrower and constitutes, and each other Loan Document to which any Loan Party is to be a party, when executed and delivered by such Loan Party, will constitute, a legal, valid and binding obligation of Holdings, the Borrower or such Loan Party, as the case may be, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

Section 3.03 **Governmental Approvals; No Conflicts**. Except as set forth in Schedule 3.03, the Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect and except filings necessary to perfect Liens created under the Loan Documents, (b) will not violate (i) the Organizational Documents of, or (ii) any Requirements of Law applicable to, Holdings, the Borrower or any Guarantor, (c) will not violate or result in a default under any indenture or other agreement or instrument binding upon Holdings, the Borrower or any Guarantor or their respective assets, or give rise to a right thereunder to require any payment, repurchase or redemption to be made by Holdings, the Borrower or any Guarantor, or give rise to a right of, or result in, termination, cancellation or acceleration of any obligation thereunder and (d) will not result in the creation or imposition of any Lien on any asset of Holdings, the Borrower or any Guarantor, except Liens created under the Loan Documents, except (in the case of each of clauses (a), (b)(ii) and (c)) to the extent that the failure to obtain or make such consent, approval, registration, filing or action, or such violation, as the case may be, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

Section 3.04 **Financial Condition**.

(a) Except as set forth on Schedule 3.04(a), the July-August Historical Financial Statements present fairly in all material respects the financial condition as of the end of such monthly period and results of operations and cash flows of Holdings and its Subsidiaries for such periods on a consolidated basis in accordance with GAAP consistently applied, subject to qualifications set forth in such financial statements or notes thereto, any certificate provided prior to the Effective Date pursuant to the DIP Credit Agreement in connection with the Borrower's delivery of the July-August Historical Financial Statements and year-end audit adjustments for past, current and future periods (which may be material, include restatements and take into account the status of the reporting systems of Holdings and its Subsidiaries),

implementation of Statement of Position 90-7, Financial Reporting by Entities in Reorganization ("SOP 90-7") under the Bankruptcy Code and the absence of footnotes.

(b) Notwithstanding the exceptions and qualifications set forth in Section 3.04(a) above, the cumulative total net revenue for the five-month period ended August 31, 2013, as set forth in the schedule attached as Schedule 3.04(b) hereto, presents fairly in all material respects the cumulative total net revenue for the five-month period ended August 31, 2013 of Holdings and its Subsidiaries on a consolidated basis in accordance with GAAP consistently applied.

Section 3.05 Properties.

(a) Schedule 3.05 sets forth all of the Owned Real Properties of the Loan Parties as of the Effective Date.

(b) Each of Holdings, the Borrower and the Guarantors has good title to all the Owned Real Properties, (i) free and clear of all Liens except for Liens permitted by Section 6.02 and (ii) except for minor defects in title that do not interfere with its ability to conduct its business as currently conducted or as proposed to be conducted or to utilize such properties for their intended purposes, in each case, except where the failure to do so could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) No Mortgage encumbers any Owned Real Property that is located in an area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards within the meaning of the National Flood Insurance Act of 1968 unless flood insurance available under such Act has been obtained in accordance with Section 5.07.

Section 3.06 Litigation and Environmental Matters.

(a) Except as set forth in Schedule 3.06(a), there are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of Holdings or the Borrower, threatened in writing against or affecting Holdings, the Borrower or any Subsidiary that could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(b) Except with respect to any other matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, none of Holdings, the Borrower or any Guarantor (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has, to the knowledge of Holdings or the Borrower, become subject to any Environmental Liability, (iii) has received written notice of any claim with respect to any Environmental Liability, (iv) has, to the knowledge of Holdings or the Borrower, any basis to reasonably expect that Holdings, the Borrower or any Guarantor will become subject to any Environmental Liability, (v) the properties currently or to the knowledge of Holdings, the Borrower or any Guarantor formerly owned leased or operated by Holdings, the Borrower or any Guarantor do not contain any Hazardous Materials in amounts or concentrations which constitute a violation of, require response or other corrective action by Holdings, the Borrower or any Guarantor under applicable Environmental Laws and (vi) to the knowledge of Holdings or the Borrower, all Hazardous Materials transported from any property currently or formerly owned or operated by any of Holdings, the Borrower or any Guarantor for off-site disposal have been disposed of in a manner which would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect.

Section 3.07 Compliance with Laws and Agreements. Each of Holdings, the Borrower and its Subsidiaries is in material compliance with (a) its Organizational Documents, (b) all Requirements of

Law applicable to it or its property and (c) all indentures and other agreements and instruments binding upon it or its property, except, in the case of clauses (b) and (c) of this Section, where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. No party to any agreement to which Holdings, the Borrower or any Guarantor is a party has defaulted, is in default or has breached its obligations thereunder except where such default could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.08 Investment Company Status. None of Holdings, the Borrower or any Guarantor is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940, as amended from time to time.

Section 3.09 Taxes. Except as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, Holdings, the Borrower and each Guarantor (a) have timely filed or caused to be filed all Tax returns and reports required to have been filed and (b) have paid or caused to be paid all Taxes levied or imposed on their properties, income or assets (whether or not shown on a Tax return) including in their capacity as tax withholding agents, except any Taxes that are being contested in good faith by appropriate proceedings, provided that Holdings, the Borrower or such Guarantor, as the case may be, has set aside on its books adequate reserves therefore in accordance with GAAP.

There is no proposed Tax assessment, deficiency or other claim against Holdings, the Borrower or any Guarantor except (i) those being actively contested by such Loan Party in good faith and by appropriate proceedings diligently conducted that stay the enforcement of the Tax in question and for which adequate reserves have been provided in accordance with GAAP or (ii) those that would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect.

Section 3.10 ERISA.

(a) Except as could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, each ERISA Plan is in compliance with the applicable provisions of ERISA, the Code and other federal or state laws.

(b) Except as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, (i) no ERISA Event has occurred or is reasonably expected to occur, (ii) neither Holdings nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any ERISA Plan (other than premiums due and not delinquent under Section 4007 of ERISA), (iii) neither Holdings nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Sections 4201 or 4243 of ERISA with respect to a Multiemployer Plan and (iv) neither Holdings nor any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or 4212(c) of ERISA.

Section 3.11 [Reserved].

Section 3.12 Subsidiaries. Schedule 3.12 sets forth the name of, and the ownership interest of Holdings and each Subsidiary in, each Subsidiary of Holdings.

Section 3.13 Intellectual Property; Licenses, Etc. Except as could not reasonably be expected to have a Material Adverse Effect, Holdings, the Borrower and the Guarantors own, license or possess the right to use, all Intellectual Property that is necessary for the operation of their businesses as currently conducted without conflict in any material respect with the Intellectual Property of any Person.

No material Intellectual Property used by Holdings, the Borrower or any Guarantor in the operation of its business as currently conducted infringes in any material respect upon any rights held by any Person. No claim or litigation regarding any of the Intellectual Property is pending or, to the knowledge of Holdings and the Borrower, threatened against Holdings, the Borrower or any Guarantor which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect..

Section 3.14 **Solvency**. Immediately after the consummation of the Transactions and the Restructuring Transactions to occur on the Effective Date, after taking into account all applicable rights of indemnity and contribution among the Borrower and the Guarantors, (a) the fair value of the assets of Holdings, the Borrower and its Subsidiaries, taken as a whole, at a fair valuation, will exceed their debts and liabilities, subordinated, contingent or otherwise, (b) the present fair saleable value of the property of Holdings, the Borrower and its Subsidiaries, taken as a whole, will be greater than the amount that will be required to pay the probable liability of their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured, (c) Holdings, the Borrower and its Subsidiaries, taken as a whole, will be able to pay their debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured, and (d) Holdings, the Borrower and its Subsidiaries, taken as a whole, will not have unreasonably small capital with which to conduct the business in which they are engaged as such business is now conducted and is proposed to be conducted following the Effective Date. For purposes of this Section 3.14, the amount of any contingent liability at any time shall be computed as the amount that, in the light of all of the facts and circumstances existing at such time, represents the amount that could reasonably be expected to become an actual or matured liability.

Section 3.15 **Motor Vehicles**. Schedule 3.15 sets forth a true and accurate list of Motor Vehicles intended to be disposed of by the Borrower and its Subsidiaries as of the Effective Date.

Section 3.16 **Federal Reserve Regulations**. None of Holdings, the Borrower or any other Guarantor is engaged or will engage, principally or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U of the Board of Governors), or extending credit for the purpose of purchasing or carrying margin stock. No part of the proceeds of the Loans will be used, directly or indirectly, to purchase or carry any margin stock or to refinance any Indebtedness originally incurred for such purpose, or for any other purpose that entails a violation (including on the part of any Lender) of the provisions of Regulations U or X of the Board of Governors.

Section 3.17 **Use of Proceeds**. The Borrower and its Subsidiaries will use the proceeds of the Existing Term Loans and Converted Term Loans (i) to pay Transaction Costs and (ii) for other general corporate purposes of the Borrower not prohibited hereby. The Borrower will use the proceeds of the Backstop Term Loans solely for the purpose of collateralizing letters of credit issued under the LC Facility.

Section 3.18 **Labor Matters**. Except as set forth on Schedule 3.18, neither Holdings nor any of its Subsidiaries is engaged in any unfair labor practice that would reasonably be expected to have a Material Adverse Effect. Except as set forth in Schedule 3.18, there is (i) no unfair labor practice complaint pending against Holdings or any of its Subsidiaries, or to the knowledge of Holdings, threatened against any of them before the National Labor Relations Board and no grievance or arbitration proceeding arising out of or under any collective bargaining agreement that is so pending against Holdings or any of its Subsidiaries or to the knowledge of Holdings, threatened against any of them, (ii) no strike or work stoppage in existence or threatened involving Holdings or any of its Subsidiaries, and (iii) to the knowledge of Holdings, no union representation question existing with respect to the employees of Holdings or any of its Subsidiaries and, to the knowledge of Holdings, no union organization activity that is taking place, except (with respect to any matter specified in clause (i), (ii) or

(iii) above, either individually or in the aggregate) such as is not reasonably likely to have a Material Adverse Effect.

ARTICLE IV

CONDITIONS

Section 4.01 **Effective Date**. The obligations of the Lenders to make Loans on and as of the Effective Date hereunder shall not become effective until the date on which each of the following conditions shall be satisfied (or waived in accordance with Section 9.02):

(a) The Administrative Agent (or its counsel) shall have received from each party hereto either (i) a counterpart of this Agreement signed on behalf of such party or (ii) written evidence reasonably satisfactory to the Administrative Agent (which may include facsimile or other electronic transmission of a signed counterpart of this Agreement) that such party has signed a counterpart of this Agreement.

(b) The Administrative Agent shall have received a written opinion (addressed to the Administrative Agent and the Lenders and dated the Effective Date) of (i) Willkie Farr & Gallagher LLP, New York counsel for the Loan Parties, (ii) Young Conaway Stargatt & Taylor, LLP, Delaware counsel for the Loan Parties and (iii) Squire Sanders (US) LLP, Arizona, California, Colorado, Mississippi and Tennessee counsel for the Loan Parties, in each case in form and substance reasonably satisfactory to the Administrative Agent and its counsel. Each of Holdings and the Borrower hereby requests such counsel to deliver such opinions.

(c) The Administrative Agent shall have received a certificate of each Loan Party, dated the Effective Date, substantially in the form of Exhibit E with appropriate insertions, executed by any Responsible Officer of such Loan Party, and including or attaching the documents referred to in paragraph (d) of this Section.

(d) The Administrative Agent shall have received a copy of (i) each Organizational Document of each Loan Party certified, to the extent applicable, as of a recent date by the applicable Governmental Authority, (ii) signature and incumbency certificates of the Responsible Officers of each Loan Party executing the Loan Documents to which it is a party, (iii) resolutions of the board of directors and/or similar governing bodies of each Loan Party approving and authorizing the execution, delivery and performance of Loan Documents to which it is a party, certified as of the Effective Date by its secretary, an assistant secretary or a Responsible Officer as being in full force and effect without modification or amendment, and (iv) a good standing certificate (to the extent such concept exists) from the applicable Governmental Authority of each Loan Party's jurisdiction of incorporation, organization or formation.

(e) All material third party and governmental consents necessary in connection with the Restructuring Transactions as set forth on Schedule 4.01(e), the financing contemplated thereunder and the transactions contemplated thereby shall have been obtained.

(f) The Administrative Agent shall have received all fees and other amounts contemplated by the Loan Documents due and payable to the Lenders on or prior to the Effective Date, including reimbursement or payment of all out-of-pocket expenses (including all reasonable fees, charges and disbursements of counsel and any financial advisor) required to be reimbursed or paid by any Loan Party.

(g) The Collateral and Guarantee Requirement (other than in accordance with Section 5.14) shall have been satisfied and the Administrative Agent shall have received a completed Perfection

Certificate dated the Effective Date and signed by a Responsible Officer of the Borrower, together with all attachments contemplated thereby; provided that to the extent any (i) Mortgage or (ii) security interest in Motor Vehicles, in each case, is not perfected in accordance with the definition of Collateral and Guarantee Requirement, after use of commercially reasonable efforts to do so before or on the Effective Date, failure to satisfy the Collateral and Guarantee Requirement shall not constitute a condition precedent to the obligations of the Lenders to make Loans on and as of the Effective Date.

(h) Certificates of insurance, including without limitation flood insurance policies, shall be delivered to the Administrative Agent evidencing the existence of insurance to be maintained by Holdings, the Borrower and its Subsidiaries pursuant to Section 5.07 and, if applicable, the Administrative Agent shall be designated as an additional insured and loss payee or mortgagee endorsement as its interest may appear thereunder, or solely as the additional insured, as the case may be, thereunder (provided that if such endorsement as additional insured cannot be delivered by the Effective Date, the Administrative Agent may consent to such endorsement being delivered at such later date as it deems appropriate in the circumstances).

(i) The Administrative Agent and the Lenders shall have received the Effective Date Budget.

(j) The representations and warranties set forth in Article III shall be true and correct on and as of the Effective Date.

(k) The Lenders shall have received a certificate from the chief financial officer of the Borrower certifying as to the solvency of the Borrower and its Subsidiaries on a consolidated basis after giving effect to the Transactions and the Restructuring Transactions.

(l) The Administrative Agent shall have received, at least five (5) Business Days prior to the Effective Date, all documentation and other information about the Loan Parties as shall have been reasonably requested in writing by the Administrative Agent under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the USA Patriot Act.

(m) (i) The Bankruptcy Court shall have entered an order (the "Confirmation Order") in form and substance reasonably satisfactory to the Administrative Agent confirming the Plan and such Confirmation Order shall have become final and non-appealable, (ii) the Plan shall have become effective in accordance with its terms, and all conditions precedent to the effectiveness of the Plan shall have been satisfied or waived (with the prior consent of the Administrative Agent if the Administrative Agent reasonably determines such waiver is materially adverse to the Lenders), and (iii) the transactions contemplated by the Plan to occur on the effective date of the Plan shall have been consummated on the Effective Date.

(n) The Administrative Agent shall have received evidence that the Borrower has received cash proceeds in an aggregate principal amount equal to $135,000,000 from a preferred stock issuance by Holdings.

(o) The Administrative Agent shall have received evidence that the Borrower has indefeasibly prepaid, on a pro rata basis, the outstanding revolving loans and term loans under the Existing Credit Agreement in an aggregate amount equal to $50,000,000.

ARTICLE V

AFFIRMATIVE COVENANTS

Until the Commitments shall have expired or been terminated and the principal of and interest on each Loan and all fees, expenses and other amounts (other than contingent amounts not yet due) payable under any Loan Document shall have been paid in full, each of Holdings and the Borrower covenants and agrees with the Lenders that:

Section 5.01 Financial Statements and Other Information. Holdings or the Borrower will furnish to the Administrative Agent, on behalf of each Lender:

(a) commencing with the fiscal year ending June 30, 2014 (or, in the event Borrower changes its fiscal year in accordance with Section 6.13 to December 31, the fiscal year ending December 31, 2013), on or before the date that is 90 days after the end of each fiscal year of the Borrower, audited consolidated balance sheet and audited consolidated statements of operations and comprehensive income, stockholders' equity and cash flows of the Borrower as of the end of and for such year, and related notes thereto, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on by KPMG LLP or other independent public accountants of recognized national standing to the effect that such consolidated financial statements present fairly in all material respects the financial condition as of the end of and for such year and results of operations and cash flows of the Borrower and its Subsidiaries on a consolidated basis in accordance with GAAP consistently applied; provided that if the Borrower changes its fiscal year in accordance with Section 6.13 to December 31, such the financial statements pursuant to this clause (a) shall be delivered on or before the date that is 120 days after the end of the fiscal year ending December 31, 2013;

(b) on or before the date that is 45 days after the end of each of the first three fiscal quarters in any fiscal year, unaudited consolidated balance sheet and unaudited consolidated statements of operations and comprehensive income, stockholders' equity and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by a Financial Officer as presenting fairly in all material respects the financial condition as of the end of and for such fiscal quarter and such portion of the fiscal year and results of operations and cash flows of the Borrower and its Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end adjustments and the absence of footnotes, in each case accompanied by a customary Management Discussion & Analysis relating to such financial statements acceptable in scope and form to the Administrative Agent;

(c) on or before the date that is 30 days after the end of each of the first two months in any fiscal quarter, financial statements for such month consisting solely of an unaudited consolidated balance sheet and unaudited consolidated statements of operations and comprehensive income, stockholders' equity and cash flows as of the end of and for such preceding monthly period, together with (i) consolidated monthly EMS transport results for such month and (ii) a list of (x) emergency contracts and non-emergency transport contracts executed by any Loan Party, and effective, during such month and (y) emergency contracts and non-emergency transport contracts terminated in accordance with their terms during such month;

(d) not later than five (5) days after any delivery of financial statements under paragraph (a) or (b) above, a certificate (the "Compliance Certificate") of a Financial Officer (i) certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto and (ii) setting forth reasonably detailed calculations of

Consolidated EBITDA and, as applicable, (A) commencing with the fiscal quarter ended eight (8) fiscal quarters after the Effective Date, demonstrating compliance with the covenants contained in Section 6.12 and (B) in the case of financial statements delivered under paragraph (a) above, beginning with the financial statements for the period ending December 31, 2015, Excess Cash Flow for such fiscal period and (iii) in the case of financial statements delivered under paragraph (b) above, setting forth a reasonably detailed calculation of the Net Proceeds received during the applicable period by or on behalf of, the Borrower or any Guarantor in respect of any event described in the definition of the term "Prepayment Event";

(e) not later than five (5) days after any delivery of financial statements under paragraph (a) above, a certificate of the accounting firm that reported on such financial statements stating whether it obtained knowledge during the course of its examination of such financial statements of any Default relating to Section 6.12 and, if such knowledge has been obtained, describing such Default (which certificate may be limited to the extent required by accounting rules or guidelines);

(f) not later than 90 days after the commencement of each fiscal year of the Borrower (commencing with the Borrower's fiscal year ending June 30, 2015 (or, in the event Borrower changes its fiscal year in accordance with Section 6.13 to December 31, the fiscal year ending December 31, 2014)), a detailed consolidated budget for the Borrower and its Subsidiaries for such fiscal year (including projected consolidated statements of operations, comprehensive income and cash flows as of the end of and for such fiscal year and setting forth the material assumptions used for purposes of preparing such budget) (collectively, the "Budget"); and

(g) promptly following any request therefor, such other information regarding the operations, business affairs and financial condition of Holdings, the Borrower or any of its Subsidiaries, or compliance with the terms of any Loan Document, as the Administrative Agent on its own behalf or on behalf of any Lender may reasonably request. Notwithstanding the foregoing, the obligations in paragraphs (a) and (b) of this Section 5.01 may be satisfied with respect to financial information of the Borrower and its Subsidiaries by furnishing the Form 10-K or 10-Q (or the equivalent), as applicable, of the Borrower (or a parent company thereof) filed with the SEC; provided that (i) to the extent such information relates to a parent of the Borrower, such information is accompanied by consolidating information, which may be unaudited, that explains in reasonable detail the differences between the information relating to such parent, on the one hand, and the information relating to the Borrower and its Subsidiaries on a standalone basis, on the other hand, and (ii) to the extent such information is in lieu of information required to be provided under Section 5.01(a), such materials are accompanied by a report and opinion of KPMG LLP or any other independent registered public accounting firm of nationally recognized standing, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit.

Documents required to be delivered pursuant to Section 5.01(a), (b) or (f) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet at the website address listed on Schedule 9.01 (or otherwise notified pursuant to Section 9.01(d)); or (ii) on which such documents are posted on the Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that: (i) the Borrower shall deliver paper copies of such documents to the Administrative Agent upon its reasonable request until a written notice to cease delivering paper copies is given by the Administrative Agent and (ii) the Borrower shall notify the Administrative Agent (by telecopier or electronic mail) of the posting of any such documents and upon its reasonable request, provide to the Administrative Agent by electronic mail electronic versions (i.e., soft

copies) of such documents. The Administrative Agent shall have no obligation to request the delivery of or maintain paper copies of the documents referred to above, and each Lender shall be solely responsible for timely accessing posted documents and maintaining its copies of such documents.

The Borrower hereby acknowledges that (a) the Administrative Agent may make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on IntraLinks or another similar electronic system (the "Platform") and (b) certain of the Lenders (each, a "Public Lender") may have personnel who do not wish to receive material non-public information with respect to the Borrower or its Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons' securities. The Borrower hereby agrees that it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (w) all such Borrower Materials shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Borrower Materials as not containing any information that would constitute material non-public information (although it may be sensitive and proprietary) with respect to the Borrower or its securities for purposes of United States Federal and state securities laws if the Borrower were a public filer (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 9.12); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information"; and (z) the Administrative Agent shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information." Each Loan Party hereby acknowledges and agrees that, unless the Borrower notifies the Administrative Agent in advance, all financial statements and certificates furnished pursuant to Sections 5.01(a) and (b) above are hereby deemed to be suitable for distribution, and may be made available, to all Public Lenders and may be treated by the Administrative Agent and the Lenders as not containing any information that would constitute material nonpublic information if the Borrower was a public filer (as described above).

Section 5.02 Notices of Material Events. Promptly after any Responsible Officer of Holdings or the Borrower obtains actual knowledge thereof, Holdings or the Borrower will furnish to the Administrative Agent (for distribution to each Lender through the Administrative Agent) written notice of the following:

(a) the occurrence of any Default or Event of Default;

(b) to the extent permissible by law, the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or, to the knowledge of a Financial Officer or another executive officer of Holdings, the Borrower or any Subsidiary, affecting Holdings, the Borrower or any Subsidiary or the receipt of a notice of an Environmental Liability that could reasonably be expected to result in a Material Adverse Effect;

(c) the occurrence of any ERISA Event that could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect; and

(d) of any material change in accounting policies or financial reporting practices by any Loan Party.

Each notice delivered under this Section 5.02 shall be accompanied by a written statement of a Responsible Officer of Holdings or the Borrower setting forth the details

of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

Section 5.03 Information Regarding Collateral.

(a) Holdings or the Borrower will furnish to the Administrative Agent prompt (and in any event within ten (10) Business Days or such longer period as may be reasonably agreed by the Administrative Agent) written notice of any change (i) in any Loan Party's legal name (as set forth in its certificate of organization or like document), (ii) in the jurisdiction of incorporation or organization of any Loan Party or in the form of its organization or (iii) in any Loan Party's organizational identification number.

(b) Not later than five days after delivery of financial statements pursuant to Section 5.01(a) or (b), Holdings or the Borrower shall deliver to the Administrative Agent a certificate executed by a Responsible Officer of Holdings or the Borrower (i) setting forth the information required pursuant to Sections 1, 8, 9, 10(a) and 10(b) of the Perfection Certificate or confirming that there has been no change in such information since the date of the Perfection Certificate delivered on the Effective Date or the date of the most recent certificate delivered pursuant to this Section, and (ii) certifying that all notices required to be given prior to the date of such certificate by this Section 5.03 have been given.

Section 5.04 Existence; Conduct of Business. Each of Holdings and the Borrower will, and will cause each Guarantor to, do or cause to be done all things necessary to obtain, preserve, renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges, franchises, patents, copyrights, trademarks and trade names material to the conduct of its business, except to the extent (other than with respect to the preservation of the existence of Holdings and the Borrower) that the failure to do so could not reasonably be expected to have a Material Adverse Effect; provided that the foregoing shall not prohibit any merger, consolidation, liquidation or dissolution permitted under Section 6.03 or any Disposition permitted by Section 6.05.

Section 5.05 Payment of Taxes, etc. Each of Holdings and the Borrower will, and will cause each Guarantor to, pay its obligations and liabilities in respect of Taxes imposed upon it or its income or properties or in respect of its property or assets, before the same shall become delinquent or in default, except to the extent (i) any such Taxes are being contested in good faith and by appropriate proceedings diligently conducted that stay the enforcement of the Tax in question and for which adequate reserves have been provided in accordance with GAAP and (ii) the failure to make payment could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

Section 5.06 Maintenance of Properties. Subject to Sections 6.03 and 6.05, each of Holdings and the Borrower will, and will cause each Guarantor to, keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted, except where the failure to do so could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

Section 5.07 Insurance.

(a) Each of Holdings and the Borrower will, and will cause each Guarantor to, maintain, with insurance companies that Holdings believes (in the good faith judgment of the management of Holdings) are financially sound and responsible at the time the relevant coverage is placed or renewed, insurance in at least such amounts (after giving effect to any self-insurance which Holdings believes (in the good faith judgment of management of Holdings) is reasonable and prudent in light of the size and nature of its business) and against at least such risks (and with such risk retentions) as Holdings believes (in the good

faith judgment or the management of Holdings) are reasonable and prudent in light of the size and nature of its business, and will furnish to the Lenders, upon written request from the Administrative Agent, information presented in reasonable detail as to the insurance so carried. Each such policy of insurance shall (i) name the Administrative Agent, on behalf of the Lenders, as an additional insured thereunder as its interests may appear and (ii) in the case of each casualty insurance policy, contain a loss payable clause or mortgagee endorsement that names the Administrative Agent, on behalf of the Lenders as the loss payee or mortgagee thereunder.

(b) If any portion of any Mortgaged Real Property is at any time located in an area identified by the Federal Emergency Management Agency (or any successor agency) as a Special Flood Hazard Area with respect to which flood insurance has been made available under the National Flood Insurance Act of 1968 (as now or hereafter in effect or successor act thereto), then the Borrower shall, or shall cause each Loan Party to (i) maintain, or cause to be maintained, with a financially sound and reputable insurer, as determined in the Borrower's reasonable discretion, flood insurance in an amount and otherwise sufficient to comply with all applicable rules and regulations promulgated pursuant to the Flood Insurance Laws and (ii) deliver to the Administrative Agent evidence of such compliance in form and substance reasonably acceptable to the Administrative Agent.

Section 5.08 **Books and Records; Inspection and Audit Rights**. Each of Holdings and the Borrower will, and will cause each Guarantor to, maintain proper books of record and account in which entries that are full, true and correct in all material respects and are in conformity with GAAP consistently applied shall be made of all material financial transactions and matters involving the assets and business of Holdings, the Borrower or any Subsidiary, as the case may be. Each of Holdings and the Borrower will, and will cause each Guarantor to, permit any representatives designated by the Administrative Agent or any Lender, upon reasonable prior notice, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times and as often as reasonably requested; provided that, excluding any such visits and inspections during the continuation of an Event of Default, only the Administrative Agent on behalf of the Lenders may exercise visitation and inspection rights of the Administrative Agent and the Lenders under this Section 5.08 and the Administrative Agent shall not exercise such rights more often than two times during any calendar year absent the existence of an Event of Default and only one such time shall be at the Borrower's expense; provided further that (a) when an Event of Default exists, the Administrative Agent or any Lender (or any of their respective representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time during normal business hours and upon reasonable advance notice and (b) the Administrative Agent and the Lenders shall give Holdings and the Borrower the opportunity to participate in any discussions with Holdings' or the Borrower's independent public accountants.

Section 5.09 **Compliance with Laws**. Each of Holdings and the Borrower will, and will cause each Guarantor to, comply with its Organizational Documents and all Requirements of Law (including Environmental Laws) with respect to it, its property and operations, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

Section 5.10 **Use of Proceeds**. The Borrower will, and will cause each Guarantor to, use the proceeds of the Loans in accordance with Section 3.17.

Section 5.11 **Additional Subsidiaries**. If (i) any additional Subsidiary (other than an Excluded Subsidiary) is formed or acquired after the Effective Date or (ii) if any Subsidiary ceases to be an Excluded Subsidiary, Holdings and the Borrower will, within thirty (30) days after such newly formed or acquired Subsidiary is formed or acquired or such Subsidiary ceases to be an Excluded Subsidiary, notify

the Administrative Agent thereof, and will cause such Person to satisfy the Collateral and Guarantee Requirement with respect to such Person and with respect to any Equity Interest in or Indebtedness of such Person owned by or on behalf of any Loan Party within thirty (30) days after the date of such formation or acquisition or the date such Subsidiary ceases to be an Excluded Subsidiary (or such longer period as the Administrative Agent shall reasonably agree) the Administrative Agent shall have received a completed Perfection Certificate with respect to such Person signed by a Responsible Officer, together with all attachments contemplated thereby).

Section 5.12 Further Assurances.

(a) Each of Holdings and the Borrower will, and will cause each Loan Party to, execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements, fixture filings, mortgages, deeds of trust and other documents), that may be required under any applicable law and that the Administrative Agent or the Required Lenders may reasonably request, to cause the Collateral and Guarantee Requirement to be and remain satisfied, all at the expense of the Loan Parties.

(b) If, after the Effective Date, any material assets (including any owned real property or improvements thereto or any interest therein with a fair market value in excess of $1,000,000) are acquired by the Borrower or any other Loan Party (other than assets constituting Collateral under a Security Document that become subject to the Lien created by such Security Document upon acquisition thereof or constituting Excluded Assets), the Borrower will notify the Administrative Agent thereof, and, if requested by the Administrative Agent, the Borrower will cause such assets to be subjected to a Lien securing the Secured Obligations and will take and cause the other Loan Parties to take, such actions as shall be necessary and reasonably requested by the Administrative Agent to grant and perfect such Liens, including actions described in paragraph (a) of this Section and as required pursuant to the "Collateral and Guarantee Requirement," at the expense of the Loan Parties and subject to the last paragraph of the definition of the term "Collateral and Guarantee Requirement." In the event any real property is mortgaged pursuant to this Section 5.12(b), Borrower or such other Loan Party, as applicable, shall not be required to comply with the "Collateral and Guarantee Requirement" and paragraph (a) of this Section until a reasonable time following the acquisition of such real property, and in no event shall compliance be required until 90 days following such acquisition or such longer time period as agreed to by the Administrative Agent in its reasonable discretion.

Section 5.13 Conference Calls. Not later than ten (10) days (or such longer period as determined by the Administrative Agent in its sole discretion) after delivery of the financial statements pursuant to Section 5.01(b), each of Holdings and the Borrower shall cause its appropriate officers to participate in conference calls with the Administrative Agent at times and for durations to be mutually agreed between Holdings, Borrower and the Administrative Agent and any and all Lenders who choose to participate in such conference call to discuss, among other things, the financial condition of the Loan Parties and any recent earnings report.

Section 5.14 Certain Post-Closing Obligations. As promptly as practicable, and in any event within the time periods after the Effective Date specified in Schedule 5.14 or such later date as the Administrative Agent agrees to in writing, including to reasonably accommodate circumstances unforeseen on the Effective Date, Holdings, the Borrower and each other Loan Party shall deliver the documents or take the actions specified on Schedule 5.14.

ARTICLE VI

NEGATIVE COVENANTS

Until the Commitments have expired or been terminated and the principal of and interest on each Loan and all fees, expenses and other amounts payable (other than contingent amounts not yet due) under any Loan Document have been paid in full, each of Holdings and the Borrower covenants and agrees with the Lenders that:

Section 6.01 Indebtedness; Certain Equity Securities.

(a) Holdings and the Borrower will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Indebtedness, except:

(i) Indebtedness of the Borrower and any of the Subsidiaries under the Loan Documents (including any Indebtedness incurred pursuant to 2.21);

(ii) Indebtedness outstanding on the date hereof and listed on Schedule 6.01 and any Permitted Refinancing thereof;

(iii) Guarantees by the Borrower and its Subsidiaries in respect of Indebtedness of the Borrower or any Subsidiary Loan Party otherwise permitted hereunder; provided that such Guarantee is otherwise permitted by Section 6.04; provided further that (A) no Guarantee by any Guarantor of any Junior Financing shall be permitted unless such Guarantor shall have also provided a Guarantee of the Loan Document Obligations pursuant to the Guarantee Agreement and (B) if the Indebtedness being Guaranteed is subordinated to the Loan Document Obligations, such Guarantee shall be subordinated to the Guarantee of the Loan Document Obligations on terms at least as favorable to the Lenders as those contained in the subordination of such Indebtedness;

(iv) Indebtedness of the Borrower or any Subsidiary Loan Party owing to the Borrower or any of its Subsidiaries to the extent permitted by Section 6.04; provided that all such intercompany Indebtedness of any Loan Party shall be subordinated to the Loan Document Obligations (but only to the extent permitted by applicable law and not giving rise to adverse tax consequences) on terms (i) at least as favorable to the Lenders as those set forth in the form of intercompany note attached as Exhibit H or (ii) otherwise reasonably satisfactory to the Administrative Agent;

(v) (A) Indebtedness (including Capitalized Lease Obligations) of the Borrower or any Guarantor financing the acquisition, construction, repair, replacement or improvement of fixed or capital assets, other than software; provided that such Indebtedness is incurred concurrently with or within 270 days after the applicable acquisition, construction, repair, replacement or improvement, and (B) any Permitted Refinancing of any Indebtedness set forth in the immediately preceding clause (A); provided further that, at the time of any such incurrence or Permitted Refinancing of such Indebtedness and after giving Pro Forma Effect thereto and the use of the proceeds thereof, the aggregate principal amount of Indebtedness that is outstanding in reliance on this clause (v) shall not exceed $15,000,000;

(vi) Indebtedness in respect of Swap Agreements permitted by Section 6.07;

(vii) Indebtedness representing deferred compensation to employees of Holdings, the Borrower and any Guarantors incurred in the ordinary course of business;

(viii) Indebtedness consisting of unsecured promissory notes issued by any Loan Party to current or former officers, directors and employees or their respective estates, spouses or former spouses to finance the purchase or redemption of Equity Interests of Holdings (or any direct or indirect parent thereof) permitted by Section 6.08(a) in an aggregate amount not to exceed $1,000,000;

(ix) Indebtedness constituting indemnification obligations or obligations in respect of purchase price or other similar adjustments incurred in an Investment or Disposition, in each case permitted by this Agreement;

(x) Indebtedness consisting of obligations under deferred compensation or other similar arrangements incurred in connection with any Investment permitted hereunder;

(xi) Cash Management Obligations and other Indebtedness in respect of netting services, overdraft protections and similar arrangements, in each case, in connection with deposit accounts;

(xii) Indebtedness of the Borrower and the Guarantors; provided that at the time of the incurrence thereof, (A) the aggregate principal amount of Indebtedness outstanding in reliance on this clause (xii) shall not exceed an amount equal to the greater of $25,000,000;

(xiii) Indebtedness consisting of (A) the financing of insurance premiums or (B) take-or-pay obligations contained in supply arrangements, in each case in the ordinary course of business;

(xiv) Indebtedness incurred by the Borrower or any of the Guarantors in respect of letters of credit, bank guarantees, bankers' acceptances or similar instruments issued or created in the ordinary course of business, including in respect of workers compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other reimbursement-type obligations regarding workers compensation claims;

(xv) obligations in respect of performance, bid, appeal and surety bonds and performance and completion guarantees and similar obligations provided by the Borrower or any of its Subsidiaries or obligations in respect of letters of credit, bank guarantees or similar instruments related thereto, in each case in the ordinary course of business or consistent with past practice;

(xvi) Permitted Unsecured Refinancing Debt, and any Permitted Refinancing thereof;

(xvii) Permitted First Priority Refinancing Debt and Permitted Second Priority Refinancing Debt, and any Permitted Refinancing thereof;

(xviii) Indebtedness of the Borrower in the form of reimbursement obligations incurred, and letters of credit issued, pursuant to the LC Facility in an aggregate principal amount not to exceed $50,000,000; and

(xix) all premiums (if any), interest (including post-petition interest), fees, expenses, charges and additional or contingent interest on obligations described in clauses (i) through (xviii) above.

(b) The Borrower will not, and will not permit any Subsidiary Loan Party to, issue any preferred Equity Interests or any Disqualified Equity Interests, except preferred Equity Interests issued to and held by the Borrower or any Subsidiary Loan Party.

For the avoidance of doubt, the obligations owed on account of the Other Allowed Unsecured Claims (as defined in the Plan) shall not constitute Indebtedness and any payment in respect thereof shall not be prohibited by this Section 6.01.

Section 6.02 Liens. Holdings and the Borrower will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, except:

(a) Liens created under the Loan Documents;

(b) Permitted Encumbrances;

(c) Liens existing on the date hereof and set forth on Schedule 6.02 and any modifications, replacements, renewals or extensions thereof; provided that (A) such modified, replacement, renewal or extension Lien does not extend to any additional property other than (1) after-acquired property that is affixed or incorporated into the property covered by such Lien and (2) proceeds and products thereof, and (B) the obligations secured or benefited by such modified, replacement, renewal or extension Lien are permitted by Section 6.01;

(d) Liens securing Indebtedness permitted under Section 6.01(a)(v); provided that (A) such Liens attach concurrently with or within 270 days after the acquisition, repair, replacement, construction or improvement (as applicable) of the property subject to such Liens, (B) such Liens do not at any time encumber any property other than the property financed by such Indebtedness except for accessions to such property and the proceeds and the products thereof and (C) with respect to Capitalized Lease Obligations; such Liens do not at any time extend to or cover any assets (except for accessions to or proceeds of such assets) other than the assets subject to such Capitalized Lease Obligations; provided further that individual financings of equipment provided by one lender may be cross collateralized to other financings of equipment provided by such lender;

(e) leases, licenses, subleases or sublicenses granted to others that do not (A) interfere in any material respect with the business of the Borrower and its Subsidiaries, taken as a whole, or (B) secure any Indebtedness;

(f) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(g) Liens (A) of a collection bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection and (B) in favor of a banking institution arising as a matter of law encumbering deposits (including the right of setoff) and that are within the general parameters customary in the banking industry;

(h) Liens (A) on cash advances or escrow deposits in favor of the seller of any property to be acquired in an Investment permitted pursuant to Section 6.04 to be applied against the purchase price for

such Investment or otherwise in connection with any escrow arrangements with respect to any such Investment or any Disposition permitted under Section 6.05 (including any letter of intent or purchase agreement with respect to such Investment or Disposition), or (B) consisting of an agreement to dispose of any property in a Disposition permitted under Section 6.05, in each case, solely to the extent such Investment or Disposition, as the case may be, would have been permitted on the date of the creation of such Lien;

(i) any interest or title of a lessor under leases (other than leases constituting Capitalized Lease Obligations) entered into by any of the Borrower or any Subsidiary in the ordinary course of business;

(j) Liens arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods by any of the Borrower or any Subsidiary in the ordinary course of business;

(k) Liens deemed to exist in connection with Investments in repurchase agreements under clause (e) of the definition of the term "Permitted Investments";

(l) Liens encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business and not for speculative purposes;

(m) Liens that are contractual rights of setoff (A) relating to the establishment of depository relations with banks not given in connection with the incurrence of Indebtedness, (B) relating to pooled deposit or sweep accounts to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Borrower or any Subsidiary or (C) relating to purchase orders and other agreements entered into with customers of the Borrower or any Guarantor in the ordinary course of business;

(n) ground leases in respect of real property on which facilities owned or leased by the Borrower or any Subsidiary are located;

(o) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(p) Liens on the Collateral securing Permitted First Priority Refinancing Debt and Permitted Second Priority Refinancing Debt;

(q) [Reserved;]

(r) Retained Rights;

(s) (i) Municipal Contract Liens in effect as of the Effective Date and (ii) Municipal Contract Liens after the Effective Date securing assets with an aggregate book value not to exceed $5,000,000; and

(t) Liens on (x) deposit accounts of any Loan Party holding cash collateral securing Indebtedness permitted by Section 6.01(a)(xviii) or (y) cash that is posted as cash collateral to secure obligations permitted by Section 6.01(a)(vi) or Section 6.01(a)(xv).

(u) other Liens; provided that at the time of the granting of such Lien the aggregate face amount of obligations secured by Liens existing in reliance on this clause (u) shall not exceed $15,000,000,

provided, that, notwithstanding the foregoing, Holdings and the Borrower will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Lien securing indebtedness for borrowed money on any Excluded Motor Vehicle.

Section 6.03 Fundamental Changes.

(a) Holdings and the Borrower will not, and will not permit any Subsidiary to, merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or liquidate or dissolve, except that:

(i) upon five (5) Business Days' prior written notice to the Administrative Agent, any Subsidiary may merge with (a) the Borrower; provided that the Borrower shall be the continuing or surviving Person, or (b) any one or more other Subsidiaries; provided that when any Subsidiary Loan Party is merging with another Subsidiary, the continuing or surviving Person shall be a Subsidiary Loan Party;

(ii) with the consent of the Required Lenders, any Loan Party may merge or consolidate with any other Person;

(iii) any Loan Party may make a Disposition of all or substantially all of its assets (upon voluntary liquidation or otherwise) to another Loan Party; and

(iv) any Subsidiary may effect a merger, dissolution, liquidation consolidation or amalgamation to effect a Disposition permitted pursuant to Section 6.05; provided that if the other party to such transaction is not a Loan Party, no Default exists after giving effect to the transaction.

(b) The Borrower will not, and will not permit any Subsidiary to, engage to any material extent in any business other than businesses of the type conducted by the Borrower and its Subsidiaries on the Effective Date and businesses reasonably related or ancillary thereto.

(c) Holdings will not conduct, transact or otherwise engage in any business or operations other than (i) the ownership and/or acquisition of the Equity Interests of the Borrower, (ii) the maintenance of its legal existence, including the ability to incur fees, costs and expenses relating to such maintenance, (iii) participating in tax, accounting and other administrative matters as a member of the consolidated group of Holdings and the Borrower, (iv) the performance of its obligations under and in connection with the Loan Documents, the Transactions or the Restructuring Transactions, any documentation governing any Indebtedness or Guarantee and the other agreements contemplated hereby and thereby, (v) incurring fees, costs and expenses relating to overhead and general operating including professional fees for legal, tax and accounting issues and paying taxes, (vi) the transactions and ownership of assets permitted by Section 6.03(d) below; and (vii) providing indemnification to officers and directors.

(d) Holdings will not own or acquire any assets (other than Equity Interests as referred to in paragraph (c)(i) above, cash and Permitted Investments, intercompany Investments in Borrower permitted hereunder or incur any liabilities (other than liabilities as referred to in paragraph (c) above, liabilities imposed by law, including tax liabilities, and other liabilities, whether or not voluntary, incidental to its existence and business and activities permitted by this Agreement)

Section 6.04 Investments, Loans, Advances, Guarantees and Acquisitions. Holdings and the Borrower will not, and will not permit any Subsidiary to, make or hold any Investment, except:

(a) Permitted Investments;

(b) loans or advances to officers, directors and employees of Holdings, the Borrower and the Subsidiaries for reasonable and customary business-related travel, entertainment, relocation and analogous ordinary business purposes, in an aggregate principal amount outstanding at any time not to exceed $250,000;

(c) Investments by (i) Holdings in the Borrower and (ii) the Borrower or any Guarantor in any Loan Party other than Holdings;

(d) Investments consisting of extensions of trade credit and accommodation guarantees in the ordinary course of business;

(e) Investments existing or contemplated on the date hereof and set forth on Schedule 6.04(e) and any modification, replacement, renewal, reinvestment or extension thereof and (ii) Investments existing on the date hereof by the Borrower or any Subsidiary in the Borrower or any Subsidiary and any modification, renewal or extension thereof; provided that the amount of the original Investment is not increased except by the terms of such Investment to the extent as set forth on Schedule 6.04(e) or as otherwise permitted by this Section 6.04;

(f) Investments in Swap Agreements permitted under Section 6.07;

(g) promissory notes and other non-cash consideration received in connection with Dispositions permitted by Section 6.05;

(h) Investments in the ordinary course of business consisting of Uniform Commercial Code Article 3 endorsements for collection or deposit and Uniform Commercial Code Article 4 customary trade arrangements with customers consistent with past practices;

(i) the Transactions and the Restructuring Transactions (or any transaction contemplated by or in connection with the Transactions or the Restructuring Transactions);

(j) Investments (including debt obligations and Equity Interests) received in connection with the bankruptcy or reorganization of suppliers and customers or in settlement of delinquent obligations of, or other disputes with, customers and suppliers or upon the foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment;

(k) loans and advances to Holdings (or any direct or indirect parent thereof) not in excess of the amount of Restricted Payments to the extent permitted to be made to Holdings in accordance with Section 6.08(a)(vi);

(l) so long as immediately after giving effect to such Investment, no Default has occurred and is continuing, other Investments $10,000,000;

(m) advances of payroll payments to employees in the ordinary course of business;

(n) [reserved];

(o) receivables owing to the Borrower or any Subsidiary, if created or acquired in the ordinary course of business; and

(p) Investments (A) for utilities, security deposits, leases and similar prepaid expenses incurred in the ordinary course of business and (B) trade accounts created, or prepaid expenses accrued, in the ordinary course of business.

Section 6.05 **Asset Sales**. Holdings and the Borrower will not, and will not permit any Subsidiary to, (i) sell, transfer, lease or otherwise dispose of any asset, including any Equity Interest owned by it or (ii) issue any additional Equity Interest of such Subsidiary (other than issuing directors' qualifying shares, nominal shares issued to foreign nationals to the extent required by applicable Requirements of Law and Equity Interests issued to the Borrower or a Guarantor in compliance with Section 6.04(c)) (each, a "Disposition"), except:

(a) Dispositions of obsolete or worn out property, whether now owned or hereafter acquired, in the ordinary course of business and Dispositions of property no longer used or useful in the conduct of the business of the Borrower and its Subsidiaries;

(b) Dispositions of inventory and other assets in the ordinary course of business;

(c) Dispositions of property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such Disposition are promptly applied to the purchase price of such replacement property;

(d) Dispositions of property to the Borrower or a Guarantor;

(e) Dispositions constituting Investments permitted by Section 6.04, Restricted Payments permitted by Section 6.08 and Liens permitted by Section 6.02;

(f) Dispositions of property acquired by Holdings, the Borrower or of its Subsidiaries after the Effective Date pursuant to sale-leaseback transactions permitted by Section 6.06;

(g) Dispositions of Permitted Investments;

(h) Dispositions or forgiveness of accounts receivable in the ordinary course of business in connection with the collection or compromise thereof;

(i) leases, subleases, licenses or sublicenses (including the provision of software under an open source license), in each case in the ordinary course of business and that do not materially interfere with the business of the Borrower and its Subsidiaries, taken as a whole;

(j) transfers of property subject to Casualty Events upon receipt of the Net Proceeds of such Casualty Event;

(k) Dispositions of property to Persons other than Guarantors (including the sale or issuance of Equity Interests of a Guarantor) not otherwise permitted under this Section 6.05 in an aggregate amount not to exceed $20,000,000; provided that (i) no Default shall exist at the time of, or would result from, such Disposition (other than any such Disposition made pursuant to a legally binding commitment entered into at a time when no Default existed or would have resulted from such Disposition) and (ii) the Borrower or a Guarantor shall receive not less than 75% of such consideration in the form of cash; provided, however, that for the purposes of this clause (ii), (A) any liabilities (as shown on the most recent balance sheet of Holdings provided hereunder or in the footnotes thereto) of the Borrower or such Guarantor, other than liabilities that are by their terms subordinated in right of payment to the Loan Document Obligations, that are assumed by the transferee with respect to the applicable Disposition and

for which the Borrower and all of the Guarantors shall have been validly released by all applicable creditors in writing, shall be deemed to be cash, (B) any securities received by the Borrower or such Guarantor from such transferee that are converted by the Borrower or such Guarantor into cash or Permitted Investments (to the extent of the cash or Permitted Investments received) within 180 days following the closing of the applicable Disposition, shall be deemed to be cash and (C) any Designated Non-Cash Consideration received by the Borrower or such Guarantor in respect of such Disposition having an aggregate fair market value, taken together with all other Designated Non-Cash Consideration received pursuant to this clause (i) that is at that time outstanding, not in excess of $2,500,000 at the time of the receipt of such Designated Non-Cash Consideration, with the fair market value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value, shall be deemed to be cash;

(l) Dispositions of Investments in joint ventures to the extent required by, or made pursuant to customary buy/sell arrangements between, the joint venture parties set forth in joint venture arrangements and similar binding arrangements;

(m) [reserved];

(n) any conveyance, sale, lease, assignment transfer or other disposition of assets to Governmental Authorities pursuant to Contingent Lease Agreements;

(o) any "fee in lieu" or other disposition of assets to any Governmental Authority that continue in use by the Borrower or any Subsidiary, so long as the Borrower or any Subsidiary may obtain title to such assets upon reasonable notice by paying a nominal fee;

(p) any disposition arising from foreclosure or similar action with respect to any property or assets subject to a Municipal Contract Lien;

provided that any Disposition of any property pursuant to this Section 6.05 (except pursuant to Sections 6.05(e) and except for Dispositions by a Loan Party to another Loan Party), shall be for no less than the fair market value of such property at the time of such Disposition. For the avoidance of doubt, any payment in respect of any Allowed Other Unsecured Claim (as defined in the Plan) shall not be prohibited by this Section 6.05.

Section 6.06 **Sale and Leaseback Transactions**. Holdings and the Borrower will not, and will not permit any Subsidiary to, enter into any arrangement, directly or indirectly, whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property sold or transferred, except for any such sale of any fixed or capital assets by the Borrower or any Subsidiary that is made for cash consideration in an amount not less than the fair value of such fixed or capital asset and is consummated within 270 days after the Borrower or such Subsidiary, as applicable, acquires or completes the construction of such fixed or capital asset; provided that, if such sale and leaseback results in a Capital Lease Obligation, such Capital Lease Obligation is permitted by Section 6.01 and any Lien made the subject of such Capital Lease Obligation is permitted by Section 6.02.

Section 6.07 **Swap Agreements**. The Borrower will not, and will not permit any Subsidiary to, enter into any Swap Agreement, except (a) Swap Agreements entered into to hedge or mitigate risks to which the Borrower or any Subsidiary has actual exposure (other than those in respect of shares of capital stock or other Equity Interests of the Borrower or any Subsidiary) and (b) Swap Agreements entered into in order to effectively cap, collar or exchange interest rates (from fixed to floating rates, from one floating

rate to another floating rate or otherwise) with respect to any interest bearing liability or investment of the Borrower or any Subsidiary, in each case which were not speculative and are entered into in the ordinary course of business.

Section 6.08 Restricted Payments; Certain Payments of Indebtedness.

(a) The Borrower will not, and will not permit any Subsidiary to, declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, except:

(i) each Subsidiary Loan Party may make Restricted Payments to the Borrower and to any other Subsidiary Loan Parties;

(ii) each Subsidiary Loan Party may declare and make dividend payments or other distributions payable solely in the Equity Interests of such Person to the Borrower and to any other Subsidiary Loan Parties;

(iii) repurchases of Equity Interests in Holdings or any Subsidiary deemed to occur upon exercise of stock options or warrants if such Equity Interests represent a portion of the exercise price or withholding taxes payable in connection with the exercise of such options or warrants;

(iv) Restricted Payments to Holdings which Holdings may use to redeem, acquire, retire, repurchase or settle its Equity Interests (or any options or warrants or stock appreciation rights issued with respect to any of such Equity Interests) (or make Restricted Payments to allow any of the Holdings' direct or indirect parent companies to so redeem, retire, acquire or repurchase their Equity Interests) held by current or former officers, managers, consultants, directors and employees (or their respective spouses, former spouses, successors, executors, administrators, heirs, legatees or distributees) of Holdings (or any direct or indirect parent thereof), the Borrower and the Subsidiaries, upon the death, disability, retirement or termination of employment of any such Person or otherwise in accordance with any stock option or stock appreciation rights plan, any management, director and/or employee stock ownership or incentive plan, stock subscription plan, employment termination agreement or any other employment agreements or equity holders' agreement in an aggregate amount after the Effective Date together with the aggregate amount of loans and advances to Holdings made pursuant to Section 6.04(l) in lieu of Restricted Payments permitted by this clause (v) not to exceed $1,500,000 in any calendar year with unused amounts in any calendar year being carried over to succeeding calendar years subject to a maximum of $5,000,000 in any calendar year (without giving effect to the following proviso); provided that such amount in any calendar year may be increased by an amount not to exceed the cash proceeds of key man life insurance policies received by the Borrower or its Subsidiaries (or by Holdings and contributed to Borrower) after the Effective Date;

(v) the Borrower may make Restricted Payments in cash to Holdings:

(A) the proceeds of which shall be used by Holdings to pay its Tax liability to the relevant jurisdiction in respect of consolidated, combined, unitary or affiliated returns attributable to the income of the Borrower and its Subsidiaries; provided that Restricted Payments made pursuant to this clause (a)(iii)(A) shall not exceed the Tax liability that the Borrower and/or its Subsidiaries (as applicable) would have incurred were such Taxes determined as if such entity(ies) were a stand-alone taxpayer or a stand-alone group;

(B) the proceeds of which shall be used by Holdings to pay (or to make Restricted Payments to allow any direct or indirect parent of Holdings to pay) (1) its operating expenses incurred in the ordinary course of business and other corporate overhead costs and expenses (including administrative, legal, accounting and similar expenses payable to third parties) that are reasonable and customary and incurred in the ordinary course of business, in an aggregate amount not to exceed $1,500,000 in any fiscal year, plus any reasonable and customary indemnification claims made by directors or officers of Holdings (or any parent thereof) attributable to the ownership or operations of Holdings and its Subsidiaries and (2) fees and expenses (x) due and payable by any of the Subsidiaries and (y) otherwise permitted to be paid by such Subsidiary under this Agreement; and

(C) the proceeds of which shall be used by Holdings to pay franchise Taxes and other fees, Taxes and expenses required to maintain its corporate existence.

(vi) redemptions in whole or in part of any of its Equity Interests for another class of its Equity Interests or with proceeds from substantially concurrent equity contributions or issuances of new Equity Interests; provided that such new Equity Interests contain terms and provisions at least as advantageous to the Lenders in all respects material to their interests as those contained in the Equity Interests redeemed thereby.

(b) The Borrower will not, and will not permit any other Guarantor to, make or agree to pay or make, directly or indirectly, any payment or other distribution (whether in cash, securities or other property) of or in respect of principal of or interest on any Junior Financing, or any payment or other distribution (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Junior Financing, or any other payment (including any payment under any Swap Agreement) that has a substantially similar effect to any of the foregoing, except:

(i) payment of regularly scheduled interest and principal payments as, in the form of payment and when due in respect of any Indebtedness, other than payments in respect of any Junior Financing prohibited by the subordination provisions thereof;

(ii) refinancings of Indebtedness to the extent permitted by Section 6.01; and

(iii) the conversion of any Junior Financing to Equity Interests (other than Disqualified Equity Interests) of Holdings or any of its direct or indirect parent companies.

Section 6.09 Transactions with Affiliates. Holdings and the Borrower will not, and will not permit any Subsidiary to, sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (i) transactions with the Borrower or any Guarantor, (ii) on terms substantially as favorable to the Borrower or such Guarantor as would be obtainable by such Person at the time in a comparable arm's-length transaction with a Person other than an Affiliate, (iii) the payment of fees and expenses related to the Transactions and the Restructuring Transactions, (iv) issuances of Equity Interests of Holdings and the Borrower to the extent otherwise permitted by this Agreement, (v) employment and severance arrangements between the Borrower and the Subsidiaries and their respective officers and employees in the ordinary course of business or otherwise in connection with the Transactions and the Restructuring Transactions (including loans and advances pursuant to Sections 6.04(b) and 6.04(m), (vi) the payment of customary fees and reasonable out-of-pocket costs to, and indemnities provided on behalf of, directors, officers and employees of Holdings, the Borrower, and the Subsidiaries in the

ordinary course of business to the extent attributable to the ownership or operation of the Borrower and the Subsidiaries, (vii) transactions pursuant to permitted agreements in existence or contemplated on the Effective Date and set forth on Schedule 6.09 or any amendment thereto to the extent such an amendment is not adverse to the Lenders in any material respect, (viii) Restricted Payments permitted under Section 6.08 and (ix) transactions among or between Holdings, the Borrower and the Subsidiaries, and the Affiliated Lenders and/or Affiliated Debt Funds, to the extent permitted by Section 9.04.

Section 6.10 **Restrictive Agreements**. Holdings and the Borrower will not, and will not permit any Subsidiary to, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon (a) the ability of the Borrower or any other Subsidiary Loan Party to create, incur or permit to exist any Lien upon any of its property or assets to secure the Secured Obligations or (b) the ability of the Borrower or any Subsidiary Loan Party to pay dividends or other distributions with respect to any of its Equity Interests or to make or repay loans or advances to any Guarantor or to Guarantee Indebtedness of any Guarantor; provided that the foregoing clauses (a) and (b) shall not apply to any such restrictions that (i)(x) exist on the date hereof and (to the extent not otherwise permitted by this Section 6.10) are listed on Schedule 6.10 and (y) any renewal or extension of a restriction permitted by clause (i)(x) or any agreement evidencing such restriction so long as such renewal or extension does not expand the scope of such restrictions, (ii)(x) are binding on a Subsidiary at the time such Subsidiary first becomes a Subsidiary, so long as such restrictions were not entered into solely in contemplation of such Person becoming a Subsidiary and (y) any renewal or extension of a restriction permitted by clause (ii)(x) or any agreement evidencing such restriction so long as such renewal or extension does not expand the scope of such restrictions, (iii) [reserved], (iv) are customary restrictions that arise in connection with any Disposition permitted by Section 6.05 applicable pending such Disposition solely to the assets subject to such Disposition, (v) are customary provisions in joint venture agreements and other similar agreements applicable to joint ventures permitted under Section 6.04, (vi) are negative pledges and restrictions on Liens in favor of any holder of Indebtedness permitted under Section 6.01 but solely to the extent any negative pledge relates to the property financed by or securing such Indebtedness (and excluding in any event any Indebtedness constituting any Junior Financing), (vii) are imposed by Requirements of Law, (viii) are customary restrictions contained in leases, subleases, licenses or asset sale agreements otherwise permitted hereby so long as such restrictions relate only to the assets subject thereto, (ix) comprise restrictions imposed by any agreement relating to secured Indebtedness permitted pursuant to Section 6.01(a)(v) to the extent that such restrictions apply only to the property or assets securing such Indebtedness, (x) are customary provisions restricting subletting or assignment of any lease governing a leasehold interest of Holdings, the Borrower or any Subsidiary, (xi) are customary provisions restricting assignment of any license, lease or other agreement, (xii) are restrictions on cash (or Permitted Investments) or deposits imposed by customers under contracts entered into in the ordinary course of business (or otherwise constituting Permitted Encumbrances on such cash or Permitted Investments or deposits) or (xiii) are customary net worth provisions contained in real property leases or licenses of intellectual property entered into by the Borrower or any Subsidiary, so long as the Borrower has determined in good faith that such net worth provisions could not reasonably be expected to impair the ability of the Borrower and its subsidiaries to meet their ongoing obligations.

Section 6.11 **Certain Amendments**. Holdings and the Borrower will not, and will not permit any Subsidiary to, (a) amend, modify, waive, terminate or release the documentation governing any other Junior Financing, in each case if the effect of such amendment, modification, waiver, termination or release is materially adverse to the Lenders, (b) amend otherwise modify its organizational documents if the effect of such amendment or modification is materially adverse to the Lenders.

Section 6.12 Financial Covenant.

(a) Leverage Ratio. Holdings and the Borrower will not permit the Total Leverage Ratio as of the last day of any fiscal quarter of the Borrower ending on any date during a period set forth below to exceed the ratio set forth below opposite such period:[2]

Test Period	Total Leverage Ratio
Fiscal quarter ended June 30, 2015	[8.90:1.00]
Fiscal quarter ended September 30, 2015	[8.80:1.00]
Fiscal quarter ended December 31, 2015	[8.10:1.00]
Fiscal quarter ended March 31, 2016	[8.00:1.00]
Fiscal quarter ended June 30, 2016	[7.80:1.00]
Fiscal quarter ended September 30, 2016	[7.60:1.00]
Fiscal quarter ended December 31, 2016	[7.50:1.00]
Fiscal quarter ended March 30, 2017	[7.20:1.00]
Fiscal quarter ended June 30, 2017	[7.10:1.00]
Fiscal quarter ended September 30, 2017	[7.00:1.00]
Fiscal quarter ended December 31, 2017	[6.80:1.00]
Fiscal quarter ended March 31, 2018	[6.50:1.00]
Fiscal quarter ended June 30, 2018	[6.40:1.00]

(b) Capital Expenditures. Commencing with the fiscal year ended December 31, 2015 and each fiscal year thereafter, Holdings, the Borrower and the Subsidiaries shall not make Capital Expenditures during any fiscal year of Holdings and its Subsidiaries in an amount exceeding the Permitted Capital Expenditure Amount in the aggregate; provided, that, to the extent that the aggregate amount of Capital Expenditures made by Holdings, the Borrower and its Subsidiaries in any fiscal year pursuant to this Section 6.12(b) is less than the Permitted Capital Expenditure Amount with respect to such fiscal year, the amount of such difference (the "Rollover Amount") may be carried forward and used to make additional Capital Expenditures in the next succeeding fiscal year; provided that Capital Expenditures in any fiscal year shall be counted against any Rollover Amount available with respect to such fiscal year prior to being counted against the base amount set forth in this Section 6.12(b) with respect to such fiscal year.

Section 6.13 Changes in Fiscal Periods. Holdings and the Borrower will not, and will not permit any Subsidiary to, make any change in fiscal year without the prior written consent of the Administrative Agent, other than a change to a December 31 fiscal year made on, prior to, or within three months of, the Effective Date.[3]

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2 NTD: Leverage ratio levels to be adjusted if closing occurs after 12/31/2013.

3 Any change in Fiscal Year will result in the adjustment of covenants.

ARTICLE VII

EVENTS OF DEFAULT

Section 7.01 **Events of Default**. If any of the following events (any such event, an "Event of Default") shall occur:

(a) any Loan Party shall fail to pay any principal of any Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) any Loan Party shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in paragraph (a) of this Section) payable under any Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of five (5) Business Days;

(c) any representation or warranty made or deemed made by or on behalf of Holdings, the Borrower or any of its Subsidiaries in or in connection with any Loan Document or any amendment or modification thereof or waiver thereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with any Loan Document or any amendment or modification thereof or waiver thereunder, shall prove to have been incorrect in any material respect when made or deemed made;

(d) Holdings, the Borrower or any of its Subsidiaries shall fail to observe or perform any covenant, condition or agreement contained in Sections 5.02 or 5.04 (with respect to the existence of Holdings, the Borrower or such Guarantors), 5.14 or in Article VI ;

(e) Holdings, the Borrower or any of its Subsidiaries shall fail to observe or perform any covenant, condition or agreement contained in any Loan Document (other than those specified in paragraph (a), (b) or (d) of this Section), and such failure shall continue unremedied for a period of 30 days after written notice thereof from the Administrative Agent to the Borrower;

(f) Holdings, the Borrower or any of its Subsidiaries shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness when and as the same shall become due and payable (after giving effect to any applicable grace period);

(g) any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (with all applicable grace periods having expired) the holder or holders of any such Material Indebtedness or any trustee or agent on its or their behalf to cause any such Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity provided that this paragraph (g) shall not apply to (i) secured Indebtedness that becomes due as a result of the sale, transfer or other disposition (including as a result of a casualty or condemnation event) of the property or assets securing such Indebtedness (to the extent such sale, transfer or other disposition is not prohibited under this Agreement) or (ii) termination events or similar events occurring under any Swap Agreement that constitutes Material Indebtedness (it being understood that paragraph (f) of this Section will apply to any failure to make any payment required as a result of any such termination or similar event);

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, court protection, reorganization or other relief in respect of Holdings, the Borrower or any Material Subsidiary or its debts, or of a material part of its assets, under any Federal,

state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, examiner, sequestrator, conservator or similar official for Holdings, the Borrower or any Material Subsidiary or for a material part of its assets, and, in any such case, such proceeding or petition shall continue undismissed or unstayed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) Holdings, the Borrower or any other Material Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, court protection, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in paragraph (h) of this Section, (iii) apply for or consent to the appointment of a receiver, trustee, examiner, custodian, sequestrator, conservator or similar official for Holdings, the Borrower or any Material Subsidiary or for a material part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding or (v) make a general assignment for the benefit of creditors;

(j) one or more enforceable judgments for the payment of money in an aggregate amount in excess of $12,500,000 (to the extent not covered by insurance as to which the insurer has been notified of such judgment or order and has not denied coverage) shall be rendered against Holdings, the Borrower or any of its Subsidiaries or any combination thereof and the same shall remain undischarged for a period of 60 consecutive days during which execution shall not be effectively stayed, or any judgment creditor shall legally attach or levy upon assets of such Loan Party that are material to the businesses and operations of Holdings, the Borrower and its Subsidiaries, taken as a whole, to enforce any such judgment;

(k) (i) an ERISA Event occurs that has resulted or could reasonably be expected to result in liability of any Loan Party in an aggregate amount that could reasonably be expected to result in a Material Adverse Effect, or (ii) any Loan Party or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan in an aggregate amount that could reasonably be expected to result in a Material Adverse Effect;

(l) any Lien purported to be created under any Security Document shall cease to be, or shall be asserted by any Loan Party not to be, a valid and perfected Lien on any material portion of the Collateral, with the priority required by the applicable Security Document, except (i) as a result of the sale or other disposition of the applicable Collateral in a transaction permitted under the Loan Documents, (ii) as a result of the Administrative Agent's failure to (A) maintain possession of any stock certificates, promissory notes or other instruments delivered to it under the Security Documents or (B) file Uniform Commercial Code continuation statements, (iii) as to Collateral consisting of real property to the extent that such losses are covered by a lender's title insurance policy and such insurer has not denied coverage or (iv) as a result of acts or omissions of the Administrative Agent or any Lender;

(m) any material provision of any Loan Document or any Guarantee of the Loan Document Obligations shall for any reason be asserted by any Loan Party not to be a legal, valid and binding obligation of any Loan Party thereto other than as expressly permitted hereunder or thereunder;

(n) any Guarantees of the Loan Document Obligations by any Loan Party pursuant to the Guarantee Agreement shall cease to be in full force and effect (in each case, other than in accordance with the terms of the Loan Documents);

(o) a Change in Control shall occur; or

(p) the occurrence of an "Event of Default" under, and as such term is defined in, the LC Facility;

then, and in every such event (other than an event with respect to Holdings or the Borrower described in paragraph (h) or (i) of this Article), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrower, take either or both of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, and (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower; and in case of any event with respect to Holdings or the Borrower described in paragraph (h) or (i) of this Article, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower.

ARTICLE VIII

ADMINISTRATIVE AGENT

Section 8.01 **Appointment and Authority**.

(a) Each of the Lenders hereby irrevocably appoints Credit Suisse AG to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent and the Lenders , and the Borrower shall not have rights as a third party beneficiary of any of such provisions.

(b) The Administrative Agent shall also act as the "collateral agent" under the Loan Documents, and each of the Lenders hereby irrevocably appoints and authorizes the Administrative Agent to act as the agent of such Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Secured Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Administrative Agent, as "collateral agent" and any co-agents, sub-agents and attorneys-in-fact appointed by the Administrative Agent pursuant to Section 8.05 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Security Documents, or for exercising any rights and remedies thereunder at the direction of the Administrative Agent, shall be entitled to the benefits of all provisions of this Article VIII and Article IX (including Section 9.03 as though such co-agents, sub-agents and attorneys-in-fact were the "collateral agent" under the Loan Documents) as if set forth in full herein with respect thereto.

Section 8.02 **Rights as a Lender**. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept

deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

Section 8.03 **Exculpatory Provisions**. The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Administrative Agent:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable law;

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity;

(d) shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Section 9.02 and in the last paragraph of Section 7.01) or (ii) in the absence of its own gross negligence or willful misconduct; provided that the Administrative Agent shall be deemed not to have knowledge of any Default unless and until written notice describing such Default is given to the Administrative Agent by the Borrower or a Lender; and

(e) shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Security Documents, (v) the value or the sufficiency of any Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

Section 8.04 **Reliance by Administrative Agent**. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition

hereunder to the making of a Loan, or that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

Section 8.05 **Delegation of Duties**. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

Section 8.06 **Resignation of Administrative Agent**. The Administrative Agent may resign at any time upon 30 days' notice to the Lenders and the Borrower. If the Administrative Agent becomes a Defaulting Lender and is not performing its role hereunder as Administrative Agent, the Administrative Agent may be removed as the Administrative Agent hereunder at the request of the Borrower and the Required Lenders. Upon receipt of any such notice of resignation or upon such removal, the Required Lenders shall have the right, with the Borrower's consent (such consent not to be unreasonably withheld or delayed) (provided that no consent of the Borrower shall be required if an Event of Default under Section 7.01(a), (b), (h) or (i) has occurred and is continuing) appoint a successor. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may on behalf of the Lenders, appoint a successor Administrative Agent, which shall be an Approved Bank with an office in the United States, or any Affiliate of any such Approved Bank, but not a Disqualified Competitor; provided that if the Administrative Agent shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (a) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders under any of the Loan Documents, the retiring Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (b) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent, and the retiring Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Administrative Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article and Section 9.03 shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent.

Section 8.07 **Non-Reliance on Administrative Agent and Other Lenders**. Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

Section 8.08 **Reserved**

Section 8.09 **Administrative Agent May File Proofs of Claim**. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Secured Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Sections 2.12 and 9.03) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.12 and 9.03.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Secured Obligations or the rights of any Lender to authorize the Administrative Agent to vote in respect of the claim of any Lender or in any such proceeding.

Section 8.10 **No Waiver; Cumulative Remedies; Enforcement**. No failure by any Lender or the Administrative Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Loan Parties or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with Article VII for the benefit of all the Lenders; provided, however, that the foregoing shall not prohibit (a) the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents, (b) any Lender from exercising setoff rights in accordance with Section 9.08 (subject to the terms of Section 2.18), or (c) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Loan Party under any Debtor Relief Law; and provided, further, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Loan Documents, then (i) the Required Lenders shall have the rights otherwise ascribed to the Administrative Agent pursuant to Article VII and (ii) in addition to the matters set forth in clauses (b) and (c) of the preceding proviso and subject to Section 2.18, any Lender may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders.

To the extent required by any applicable law, the Administrative Agent may deduct or withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. If the Internal Revenue Service or any other authority of the United States or other jurisdiction asserts a claim that the Administrative Agent did not properly withhold Tax from amounts paid to or for the account of any Lender for any reason (including, without limitation, because the appropriate form was not delivered or not properly executed, or because such Lender failed to notify the Administrative Agent of a change in circumstance that rendered the exemption from, or reduction of withholding Tax ineffective, or for any other reason), such Lender shall indemnify and hold harmless the Administrative Agent (to the extent that the Administrative Agent has not already been reimbursed by the Borrower pursuant to Section 2.17 and without limiting any obligation of the Borrower to do so pursuant to such Sections) fully for all amounts paid, directly or indirectly, by the Administrative Agent as Taxes or otherwise, together with all expenses incurred, including legal expenses and any other out-of-pocket expenses, whether or not such Tax was correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document against any amount due to the Administrative Agent under this Article VIII. The agreements in this Article VIII shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender, the termination of this Agreement and the repayment, satisfaction or discharge of all other obligations.

Section 8.11 Withholding Taxes. To the extent required by any applicable law, the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding tax. Without limiting or expanding the provisions of Section 2.17, each Lender shall, and does hereby, indemnify the Administrative Agent against, and shall make payable in respect thereof within 30 days after demand therefor, any and all Taxes and any and all related losses, claims, liabilities and expenses (including fees, charges and disbursements of any counsel for the Administrative Agent) incurred by or asserted against the Administrative Agent by the Internal Revenue Service or any other Governmental Authority as a result of the failure of the Administrative Agent to properly withhold tax from amounts paid to or for the account of any Lender for any reason (including, without limitation, because the appropriate form was not delivered or not property executed, or because such Lender failed to notify the Administrative Agent of a change in circumstance that rendered the exemption from, or reduction of withholding tax ineffective). A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each

Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document against any amount due the Administrative Agent under this paragraph. The agreements in this paragraph shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender and the repayment, satisfaction or discharge of all other obligations under any Loan Document.

ARTICLE IX

MISCELLANEOUS

Section 9.01 Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone, all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by fax or other electronic transmission, as follows:

(i) if to Holdings, the Borrower or the Administrative Agent, to the address, fax number, e-mail address or telephone number specified for such Person on Schedule 9.01; and

(ii) if to any other Lender, to it at its address (or fax number, telephone number or e-mail address) set forth in its Administrative Questionnaire (including, as appropriate, notices delivered solely to the Person designated by a Lender on its Administrative Questionnaire then in effect for the delivery of notices that may contain material non-public information relating to the Borrower).

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in subsection (b) below shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures reasonably approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to Holdings, the Borrower, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's or the Administrative Agent's transmission of Borrower Materials through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to Holdings, the Borrower, any Lender or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of Holdings, the Borrower and the Administrative Agent, may change its address, electronic mail address, fax or telephone number for notices and other communications or website hereunder by notice to the other parties hereto. Each other Lender may change its address, fax or telephone number for notices and other communications hereunder by notice to the Borrower and the Administrative Agent. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, fax number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender.

(e) Reliance by Administrative Agent and Lenders. The Administrative Agent and the Lenders shall be entitled to rely and act upon any notices purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify the Administrative Agent, each Lender and the Related Parties from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower in the absence of gross negligence or willful misconduct as determined in a final and non-appealable judgment by a court of competent jurisdiction.

Section 9.02 Waivers; Amendments.

(a) No failure or delay by the Administrative Agent or any Lender in exercising any right or power under this Agreement or any Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the

Administrative Agent or any Lender may have had notice or knowledge of such Default at the time. No notice or demand on the Borrower or Holdings in any case shall entitle the Borrower or Holdings to any other or further notice or demand in similar or other circumstances.

(b) Except as provided in Section 2.21 with respect to any Refinancing Amendment, neither this Agreement, any Loan Document nor any provision hereof or thereof may be waived, amended or modified except, in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by Holdings, the Borrower and the Required Lenders or, in the case of any other Loan Document, pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Loan Party or Loan Parties that are parties thereto, in each case with the consent of the Required Lenders, provided that no such agreement shall (i) increase the Commitment of any Lender without the written consent of such Lender (it being understood that a waiver of any condition precedent set forth in Section 4.02 or the waiver of any Default, mandatory prepayment or mandatory reduction of the Commitments shall not constitute an extension or increase of any Commitment of any Lender), (ii) reduce the principal amount of any Loan or reduce the rate of interest thereon, or reduce any fees payable hereunder, without the written consent of each Lender directly and adversely affected thereby, provided that only the consent of the Required Lenders shall be necessary to waive any obligation of the Borrower to pay default interest pursuant to Section 2.13(c), (iii) postpone the maturity of any Loan, or the date of any scheduled amortization payment of the principal amount of any Loan under Section 2.10 or the applicable Refinancing Amendment, or any date for the payment of any interest or fees payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender directly and adversely affected thereby, (iv) change Section 2.18(b) or (c) in a manner that would alter the pro rata sharing of payments required thereby, without the written consent of each Lender directly and adversely affected thereby, (v) change any of the provisions of this Section without the written consent of each Lender directly and adversely affected thereby, (vi) change the percentage set forth in the definition of "Required Lenders" or any other provision of any Loan Document specifying the number or percentage of Lenders (or Lenders of any Class) required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the written consent of each Lender (or each Lender of such Class, as the case may be), (vii) release all or substantially all the value of the Guarantees under the Guarantee Agreement (except as expressly provided in the Guarantee Agreement) without the written consent of each Lender (other than a Defaulting Lender) (except as expressly provided in the Security Documents), (viii) release all or substantially all the Collateral from the Liens of the Security Documents, without the written consent of each Lender (other than a Defaulting Lender), (ix) change any provisions of any Loan Document in a manner that by its terms adversely affects the rights in respect of payments due to Lenders holding Loans of any Class differently than those holding Loans of any other Class, without the written consent of Lenders (other than a Defaulting Lender) holding a Majority in Interest of the outstanding Loans and unused Commitments of each affected Class, or (x) change the rights of the Lenders to decline mandatory prepayments as provided in Section 2.11 or the rights of any Additional Lenders of any Class to decline mandatory prepayments of Loans of such Class as provided in the applicable Refinancing Amendment, without the written consent of a Majority in Interest of the Lenders or Additional Lenders of such Class, as applicable; provided further that (A) no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent without the prior written consent of the Administrative Agent, and (B) any provision of this Agreement or any other Loan Document may be amended by an agreement in writing entered into by Holdings, the Borrower and the Administrative Agent to cure any ambiguity, omission, defect or inconsistency so long as, in each case, the Lenders shall have received at least five Business Days' prior written notice thereof and the Administrative Agent shall not have received, within five Business Days of the date of such notice to the Lenders, a written notice from the Required Lenders stating that the Required Lenders object to such amendment.

(c) In connection with any proposed amendment, modification, waiver or termination (a "Proposed Change") requiring the consent of all Lenders or all directly and adversely affected Lenders, if the consent of the Required Lenders (and, to the extent any Proposed Change requires the consent of Lenders holding Loans of any Class pursuant to clause (iv), (ix) or (x) of paragraph (b) of this Section, the consent of a Majority in Interest of the outstanding Loans and unused Commitments of such Class) to such Proposed Change is obtained, but the consent to such Proposed Change of other Lenders whose consent is required is not obtained (any such Lender whose consent is not obtained as described in paragraph (b) of this Section being referred to as a "Non-Consenting Lender"), then, so long as the Lender that is acting as Administrative Agent is not a Non-Consenting Lender, the Borrower may, at its sole expense and effort, upon notice to such Non-Consenting Lender and the Administrative Agent, require such Non-Consenting Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights and obligations under this Agreement to an Eligible Assignee that shall assume such obligations (which Eligible Assignee may be another Lender, if a Lender accepts such assignment), provided that (a) the Borrower shall have received the prior written consent of the Administrative Agent to the extent such consent would be required under Section 9.04(b) for an assignment of Loans or Commitments, as applicable, which consent shall not unreasonably be withheld, (b) such Non-Consenting Lender shall have received payment of an amount equal to the outstanding par principal amount of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder (including pursuant to Section 2.11(a)(i)) from the Eligible Assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts) and (c) unless waived, the Borrower or such Eligible Assignee shall have paid to the Administrative Agent the processing and recordation fee specified in Section 9.04(b).

(d) Notwithstanding anything in this Agreement or the other Loan Documents to the contrary, the Loans of any Lender that is at the time a Defaulting Lender shall not have any voting or approval rights under the Loan Documents and shall be excluded in determining whether all Lenders (or all Lenders of a Class), all affected Lenders (or all affected Lenders of a Class), a Majority in Interest of Lenders of any Class or the Required Lenders have taken or may take any action hereunder (including any consent to any amendment or waiver pursuant to this Section 9.02); provided that (x) the Commitment of any Defaulting Lender may not be increased or extended without the consent of such Lender and (y) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that affects any Defaulting Lender more adversely than other affected Lenders shall require the consent of such Defaulting Lender.

Section 9.03 Expenses; Indemnity; Damage Waiver.

(a) Holdings and the Borrower agree, jointly and severally, to pay, all reasonable and documented or invoiced out-of-pocket costs and expenses incurred by the Administrative Agent in connection with the preparation and administration of this Agreement and the other Loan Documents or in connection with any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions hereby or thereby contemplated shall be consummated) or incurred by the Administrative Agent or any Lender in connection with the enforcement or protection of its rights in connection with this Agreement and the other Loan Documents (including all such costs and expenses incurred during any legal proceeding, including any proceeding under any Debtor Relief Laws) or in connection with the Loans made hereunder, including in each case the fees and disbursements of Gibson, Dunn & Crutcher LLP, counsel for the Administrative Agent and any financial advisor engaged by the Administrative Agent, and, in connection with any such enforcement or protection, the reasonable fees and disbursements of any counsel for the Administrative Agent and one other transaction counsel acting on behalf of the Lenders, together with any other local and special counsel reasonably required in connection with such enforcement or protection.

(b) The Borrower shall indemnify the Administrative Agent, each Lender and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and reasonable and documented or invoiced out-of-pocket fees and expenses of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee by any third party or by the Borrower, Holdings or any Subsidiary arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any Loan Document or any other agreement or instrument contemplated hereby or thereby, the performance by the parties to the Loan Documents of their respective obligations thereunder or the consummation of the Transactions or any other transactions contemplated thereby, (ii) any Loan or the use of the proceeds therefrom, (iii) to the extent in any way arising from or relating to any of the foregoing, any actual or alleged presence or Release or threat of Release of Hazardous Materials on, at, to or from any Owned Real Property or any other property currently or formerly owned or operated by Holdings, the Borrower or any Subsidiary, or any other Environmental Liability related in any way to Holdings, the Borrower or any Subsidiary, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower, Holdings or any Subsidiary and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities, costs or related expenses (x) resulted from the gross negligence, bad faith or willful misconduct of such Indemnitee or its Related Parties (as determined by a court of competent jurisdiction in a final and non-appealable judgment), (y) resulted from a material breach of the Loan Documents by such Indemnitee or its Related Parties (as determined by a court of competent jurisdiction in a final and non-appealable judgment) or (z) arise from disputes between or among Indemnitees that do not involve an act or omission by Holdings, the Borrower or any Subsidiary.

(c) To the extent that the Borrower fails to pay any amount required to be paid by it to the Administrative Agent or any Lender under paragraph (a) or (b) of this Section, each Lender severally agrees to pay to the Administrative Agent or such Lender, as the case may be, such Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent or such Lender in its capacity as such. For purposes hereof, a Lender's "pro rata share" shall be determined based upon its share of the aggregate outstanding Loans and unused Commitments at such time. The obligations of the Lenders under this paragraph (c) are subject to the last sentence of Section 2.02(a) (which shall apply mutatis mutandis to the Lenders' obligations under this paragraph (c)).

(d) To the extent permitted by applicable law, neither Holdings nor the Borrower shall assert, and each hereby waives, any claim against any Indemnitee (i) for any direct or actual damages arising from the use by unintended recipients of information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems (including the Internet) in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such direct or actual damages are determined by a court of competent jurisdiction by final, non-appealable judgment to have resulted from the gross negligence or willful misconduct of, or a material breach of the Loan Documents by, such Indemnitee or its Related Parties or (ii) on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or the use of the proceeds thereof.

(e) All amounts due under this Section shall be payable not later than ten (10) Business Days after written demand therefor; provided, however, that any Indemnitee shall promptly refund an indemnification payment received hereunder to the extent that there is a final judicial determination that such Indemnitee was not entitled to indemnification with respect to such payment pursuant to this Section 9.03.

Section 9.04 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void), (ii) no assignment shall be made to any Defaulting Lender or any of its Subsidiaries, or any Persons who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (ii) and (iii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants (to the extent provided in paragraph (c) of this Section), the Indemnitees and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraphs (b)(ii) and (f) below, any Lender may, without the consent of the Borrower, assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld or delayed) of the Administrative Agent; provided that no consent of the Administrative Agent shall be required for an assignment of a Loan to a Lender, an Affiliate of a Lender or an Approved Fund.

(ii) Assignments shall be subject to the following additional conditions: (A) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans of any Class, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the trade date specified in the Assignment and Assumption with respect to such assignment or, if no trade date is so specified, as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than $1,000,000 (and integral multiples thereof), unless the Administrative Agent otherwise consents (such consent not to be unreasonably withheld or delayed); provided that simultaneous assignments by or to two or more Approved Funds shall be combined for purposes of determining whether the minimum assignment requirement is met, (B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement; provided that this clause (B) shall not be construed to prohibit assignment of a proportionate part of all the assigning Lender's rights and obligations in respect of one Class of Commitments or Loans, (C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption via an electronic settlement system acceptable to the Administrative Agent or, if previously agreed with the Administrative Agent, manually execute and deliver to the Administrative Agent and Assignment and Assumption, and, in each case, together (unless waived or reduced by the Administrative Agent) with a processing and recordation fee of $3,500; provided that the Administrative Agent, in its sole discretion, may elect to waive or reduce such processing and recordation fee; provided further that assignments made pursuant to Section 2.19(b) or Section 9.02(c) shall not require the

signature of the assigning Lender to become effective, and (D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent any tax forms required by Section 2.17(e) and an Administrative Questionnaire in which the assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower, the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including Federal and state securities laws.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(v) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of (and subject to the obligations and limitations of) Sections 2.15, 2.16, 2.17 and 9.03 and to any fees payable hereunder that have accrued for such Lender's account but have not yet been paid). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 9.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c)(i) of this Section.

(iv) The Administrative Agent, acting for this purpose as an agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal and interest amounts of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and Holdings, the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. In addition, the Administrative Agent shall maintain on the Register information regarding the designation, and revocation of designation, of any Lender as a Defaulting Lender. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire and any tax forms required by Section 2.17(e) (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section 9.04 and any written consent to such assignment required by paragraph (b) of this Section 9.04, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(vi) The words "execution," "signed," "signature" and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic

Signatures and Records Act or any other similar state laws based on the Uniform Electronic Transactions Act.

(c) (i) Any Lender may, without the consent of the Borrower or the Administrative Agent, sell participations to one or more banks or other Persons other than a natural person, a Defaulting Lender, the Sponsor, Holdings, the Borrower or any of the Borrower's Subsidiaries or Affiliates, or a Disqualified Competitor (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) Holdings, the Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and any other Loan Documents and to approve any amendment, modification or waiver of any provision of this Agreement and any other Loan Documents; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.02(b) that directly and adversely affects such Participant. Subject to paragraph (c)(iii) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.15, 2.16 and 2.17 (subject to the obligations and limitations of such Sections, including Section 2.17(e)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender; provided that such Participant agrees to be subject to Section 2.18(c) as though it were a Lender.

(ii) Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and related interest amounts) of each participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Loans or other obligations to any Person) except to the extent that such disclosure is necessary to establish that such obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive, absent manifest error, and such Lender shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

(iii) A Participant shall not be entitled to receive any greater payment under Section 2.15 or Section 2.17 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent.]

Any Lender may, without the consent of the Borrower or the Administrative Agent, at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or other "central" bank, and this Section shall not apply to any such pledge or assignment of a security interest, provided that no such pledge or assignment of a security interest shall (i) release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto or (ii) be permitted to be made to any Disqualified Lender.

(d) In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower and the Administrative Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent or any Lender hereunder (and interest accrued thereon) and (y) acquire (and fund as appropriate) its full pro rata share of all Loans in accordance with its Applicable Percentage. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

(e) Notwithstanding anything to the contrary herein, any Lender may, at any time, assign all or a portion of its rights and obligations under this Agreement to any Affiliated Lender or any Affiliated Debt Fund subject to the following limitations in the case of Affiliated Lenders:

(i) Affiliated Lenders will not receive information provided solely to Lenders by the Administrative Agent or any Lender and will not be permitted to attend or participate in meetings attended solely by the Lenders and the Administrative Agent, other than the right to receive notices of Borrowings, notices of prepayments and other administrative notices in respect of its Loans or Commitments required to be delivered to Lenders pursuant to Article II; provided, however, that the foregoing provisions of this clause (i) will apply to any Affiliated Debt Fund only to the extent that the Administrative Agent has determined in good faith that affording such rights to such Affiliate Debt Fund during a period or in connection with a matter or matters being considered by Lenders would be inadvisable in light of such Affiliated Debt Fund's status as an Affiliated Lender (in which case the Administrative Agent will promptly notify such Affiliated Debt Funds that are Lenders of such determination);

(ii) for purposes of any amendment, waiver or modification of any Loan Document (including such modifications pursuant to Section 9.02), or, subject to Section 9.02(f), any plan of reorganization pursuant to the U.S. Bankruptcy Code, that in either case does not require the consent of each Lender or each affected Lender or does not adversely affect such Affiliated Lender in any material respect as compared to other Lenders, Affiliated Lenders will be deemed to have voted in the same proportion as the Lenders that are not Affiliated Lenders voting on such matter; and each Affiliated Lender hereby acknowledges, agrees and consents that if, for any reason, its vote to accept or reject any plan pursuant to the U.S. Bankruptcy Code is not deemed to have been so voted, then such vote will be (x) deemed not to be in good faith and (y) "designated" pursuant to Section 1126(e) of the U.S. Bankruptcy Code such that the vote is not counted in determining whether the applicable class has accepted or rejected such plan in accordance with Section 1126(c) of the U.S. Bankruptcy Code; provided that Affiliated Debt Funds will not be subject to such voting limitations and will be entitled to vote as any other Lender;

(iii) the aggregate principal amount of Loans purchased by assignment pursuant to this Section 9.04(e) and held at any one time by Affiliated Lenders may not exceed 20% of the original principal amount of all Loans on the Effective Date; provided that Affiliated Debt Funds shall not constitute Affiliated Lenders for purposes of this clause (iii).

(f) Notwithstanding anything in Section 9.02 or the definition of "Required Lenders" to the contrary, for purposes of determining whether the Required Lenders have (i) consented (or not consented) to any amendment, modification, waiver, consent or other action with respect to any of the terms of any Loan Document or any departure by any Loan Party therefrom, (ii) otherwise acted on any matter related to any Loan Document, or (iii) directed or required the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) with respect to or under any Loan Document, all Loans held by Affiliated Debt Funds may not account for more than 50% of the Loans of consenting Lenders included in determining whether the Required Lenders have consented to any action pursuant to Section 9.02.

Section 9.05 **Survival**. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to any Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid and so long as the Commitments have not expired or terminated. The provisions of Sections 2.15, 2.16, 2.17 and 9.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Commitments or the termination of this Agreement or any provision hereof.

Section 9.06 **Counterparts; Integration; Effectiveness**. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent or the syndication of the Loans and Commitments constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 9.07 **Severability**. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. Without limiting the foregoing provisions of this Section 9.07, if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Lenders shall be limited by Debtor Relief Laws, as determined in good faith by the Administrative Agent, then such provisions shall be deemed to be in effect only to the extent not so limited.

Section 9.08 **Right of Setoff**. If an Event of Default shall have occurred and be continuing, each Lender and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender or any such Affiliate to or for the credit or the account of the Borrower against any of and all the obligations of the Borrower then due and owing under this Agreement held by such Lender, irrespective of whether or not such Lender shall have made any demand under this

Agreement and although (i) such obligations may be contingent or unmatured and (ii) such obligations are owed to a branch or office of such Lender different from the branch or office holding such deposit or obligated on such Indebtedness; provided that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.22 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Secured Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The applicable Lender shall notify the Borrower and the Administrative Agent of such setoff and application; provided that any failure to give or any delay in giving such notice shall not affect the validity of any such setoff and application under this Section. The rights of each Lender and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender and their respective Affiliates may have.

Section 9.09 Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

(b) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in any Loan Document shall affect any right that the Administrative Agent or any Lender may otherwise have to bring any action or proceeding relating to any Loan Document against any Loan Party or its respective properties in the courts of any jurisdiction.

(c) Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to any Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in any Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

Section 9.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE,

THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 9.11 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 9.12 Confidentiality.

(a) Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (i) to its and its Affiliates' directors, officers, employees, trustees and agents, including accountants, legal counsel and other agents and advisors, and any numbering, administration or settlement service providers (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential and any failure of such Persons acting on behalf of the Administrative Agent or the relevant Lender to comply with this Section 9.12 shall constitute a breach of this Section 9.12 by the Administrative Agent or the relevant Lender, as applicable), (ii) to the extent requested by any regulatory authority or self-regulatory authority, required by applicable law or by any subpoena or similar legal process; provided that solely to the extent permitted by law and other than in connection with routine audits and reviews by regulatory and self-regulatory authorities, each Lender and the Administrative Agent shall notify the Borrower as promptly as practicable of any such requested or required disclosure in connection with any legal or regulatory proceeding; provided further that in no event shall any Lender or the Administrative Agent be obligated or required to return any materials furnished by the Borrower or any Subsidiary of Holdings, (iii) to any other party to this Agreement, (iv) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or the enforcement of rights hereunder, (v) subject to an agreement containing confidentiality undertakings substantially similar to those of this Section, to (A) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement (but excluding any Disqualified Competitor) (B) any actual or prospective counterparty (or its advisors) to any Swap Agreement or derivative transaction relating to any Loan Party or its Subsidiaries and its obligations under the Loan Documents or (C) any pledgee referred to in Section 9.04(d), (vi) if required by any rating agency; provided that prior to any such disclosure, such rating agency shall have agreed in writing to maintain the confidentiality of such Information or (vii) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Administrative Agent, any Lender or any of their respective Affiliates on a nonconfidential basis from a source other than Holdings or the Borrower. For the purposes hereof, "Information" means all information received from Holdings or the Borrower relating to Holdings, the Borrower, any other Subsidiary or their business, other than any such information that is available to the Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by Holdings, the Borrower or any Subsidiary; provided that, in the case of information received from Holdings, the Borrower or any Subsidiary after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

(b) EACH LENDER ACKNOWLEDGES THAT INFORMATION AS DEFINED IN SECTION 9.12(a) FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING HOLDINGS, THE BORROWER, THE

LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

(c) ALL INFORMATION, INCLUDING REQUESTS FOR WAIVERS AND AMENDMENTS FURNISHED BY THE BORROWER OR THE ADMINISTRATIVE AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT, WILL BE SYNDICATE-LEVEL INFORMATION, WHICH MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION ABOUT HOLDINGS, THE BORROWER, THE LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES. ACCORDINGLY, EACH LENDER REPRESENTS TO THE BORROWER AND THE ADMINISTRATIVE AGENT THAT IT HAS IDENTIFIED IN ITS ADMINISTRATIVE QUESTIONNAIRE A CREDIT CONTACT WHO MAY RECEIVE INFORMATION THAT MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

Section 9.13 **USA Patriot Act**. Each Lender that is subject to the USA Patriot Act and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Loan Party in accordance with the USA Patriot Act.

Section 9.14 **Reserved**.

Section 9.15 **Release of Liens and Guarantees**. (a) A Subsidiary Loan Party shall automatically be released from its obligations under the Loan Documents, and all security interests created by the Security Documents in Collateral owned by such Subsidiary Loan Party shall be automatically released, upon the consummation of any transaction permitted by this Agreement as a result of which such Subsidiary Loan Party ceases to be a Subsidiary (including pursuant to a merger with a Subsidiary that is not a Loan Party); provided that, if so required by this Agreement, the Required Lenders shall have consented to such transaction and the terms of such consent shall not have provided otherwise. Upon (i) any sale or other transfer by any Loan Party (other than to Holdings, the Borrower or any Subsidiary Loan Party) of any Collateral in a transaction permitted under this Agreement, (ii) any portion of the Collateral becoming an Excluded Asset or (iii) the effectiveness of any written consent to the release of the security interest created under any Security Document in any Collateral or the release of Holdings or any Subsidiary Loan Party from its Guarantee under the Guarantee Agreement pursuant to Section 9.02, the security interests in such Collateral created by the Security Documents or such guarantee shall be automatically released. Upon termination of the aggregate Commitments and payment in full of all Secured Obligations (other than contingent indemnification obligations), all obligations under the Loan Documents and all security interests created by the Security Documents shall be automatically released. In connection with any termination or release pursuant to this Section, the Administrative Agent shall execute and deliver to any Loan Party, at such Loan Party's expense, all documents that such Loan Party shall reasonably request to evidence such termination or release, including written acknowledgement of such termination or release, so long as the Borrower or applicable Loan Party shall have provided the Administrative Agent such certifications or documents as the Administrative Agent shall reasonably request in order to demonstrate compliance with this Agreement.

(b) The Administrative Agent will, at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to subordinate the Administrative Agent's Lien on any property granted to or held by the Administrative Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 6.02(d).

(c) Each of the Lenders irrevocably authorizes the Administrative Agent to provide any release or evidence of release, termination or subordination contemplated by this Section 9.15. Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Loan Party from its obligations under any Loan Document, in each case in accordance with the terms of the Loan Document and this Section 9.15.

Section 9.16 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), each of the Borrower and Holdings acknowledges and agrees that (i) (A) the arranging and other services regarding this Agreement provided by the Administrative Agent and the Lenders are arm's-length commercial transactions between the Borrower, Holdings and their respective Affiliates, on the one hand, and the Administrative Agent and the Lenders, on the other hand, (B) each of the Borrower and Holdings has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) each of the Borrower and Holdings is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) each of the Administrative Agent, and the Lenders is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not and will not be acting as an advisor, agent or fiduciary for the Borrower, Holdings, any of their respective Affiliates or any other Person and (B) none of the Administrative Agent or the Lenders has any obligation to the Borrower, Holdings or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Administrative Agent, the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower, Holdings and their respective Affiliates, and none of the Administrative Agent or the Lenders has any obligation to disclose any of such interests to the Borrower, Holdings or any of their respective Affiliates. To the fullest extent permitted by law, each of the Borrower and Holdings hereby waives and releases any claims that it may have against the Administrative Agent or the Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 9.17 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable law (the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable law, (a) characterize any payment that is not principal as an expense, fee or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the obligations hereunder.

Section 9.18 Conflicts with Other Loan Documents. In the event there is a conflict or inconsistency between this Agreement and any other Loan Document, the terms of this Agreement shall control; provided that any provision of the Security Documents which imposes additional burdens on the

Loan Parties or further restricts the rights of the Loan Parties or gives the Administrative Agent or Lenders additional rights, in each case, with respect to the Collateral, shall not be deemed to be in conflict or inconsistent with this Agreement and shall be given full force and effect.

Section 9.19 Lien Priorities.

(a) Notwithstanding the date, time, method, manner or order of grant, attachment or perfection of any Liens securing the Existing Term Loans and Converted Terms Loans granted on the Collateral, on the one hand, or of any Liens securing the Backstop Term Loans granted on the Collateral, on the other hand, and notwithstanding any provision of the Uniform Commercial Code or any other applicable law or any defect or deficiencies in or failure to perfect the Liens securing the Backstop Term Loans or any other circumstance whatsoever, the parties hereto agree that:

(i) any Lien on the Collateral securing any Backstop Term Loans now or hereafter held by the Administrative Agent, any Backstop Term Lender or any agent or trustee therefor, regardless of how acquired, whether by grant, possession, statute, operation of law, subrogation or otherwise, shall be senior in all respects and prior to any Lien on the Collateral securing any Existing Term Loans or Converted Term Loans; and

(ii) any Lien on the Collateral securing any Existing Term Loans or Converted Term Loans now or hereafter held by or on behalf of the Administrative Agent, any Existing Term Lender, any Converted Term Lender or any agent or trustee therefor, regardless of how acquired, whether by grant, possession, statute, operation of law, subrogation or otherwise, shall be junior and subordinate in all respects to all Liens on the Collateral securing any Backstop Term Loans. All Liens on the Collateral securing any Backstop Term Loans shall be and remain senior in all respects and prior to all Liens on the Collateral securing any Existing Term Loans or Converted Term Loans for all purposes, whether or not such Liens securing any Backstop Term Loans are subordinated to any Lien securing any other obligation of Holdings, the Borrower, any of their Subsidiaries or any other Person.

(b) So long as Backstop Term Loans remain outstanding, whether or not any proceeding under any Debtor Relief Law has been commenced by or against Holdings, the Borrower or any of their Subsidiaries, any payment received by the Administrative Agent in respect of the Existing Term Loans or Converted Term Loans in contravention of this Agreement shall be segregated and held in trust and forthwith paid over to the Administrative Agent for the benefit of the Backstop Term Lenders in the same form as received, with any necessary endorsements or as a court of competent jurisdiction may otherwise direct.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

WP ROCKET HOLDINGS INC.,

By: _____
Name: Stephen Farber
Title: Secretary

RURAL/METRO CORPORATION,

By: _____
Name: Stephen Farber
Title: Chief Financial Officer

ARIZONA EMS HOLDING, INC.
BEACON TRANSPORTATION, INC.
BOWERS COMPANIES, INC.
COMTRANS AMBULANCE SERVICE, INC.
CORNING AMBULANCE SERVICE INC.
DONLOCK, LTD.
E.M.S. VENTURES, INC.
EASTERN AMBULANCE SERVICE, INC.
EASTERN PARAMEDICS, INC.
EMERGENCY MEDICAL TRANSPORT, INC.
EMS VENTURES OF SOUTH CAROLINA, INC
GOLD CROSS AMBULANCE SERVICE OF PA., INC.
GOLD CROSS AMBULANCE SERVICES, INC.
LASALLE AMBULANCE INC.
MEDICAL EMERGENCY DEVICES AND SERVICES (MEDS), INC.
MERCURY AMBULANCE SERVICE, INC.
METRO CARE CORP.
NATIONAL AMBULANCE & OXYGEN SERVICE, INC.
NORTH MISS. AMBULANCE SERVICE, INC.
PACIFIC AMBULANCE, INC.
PROFESSIONAL MEDICAL TRANSPORT, INC.
R/M ARIZONA HOLDINGS, INC.
RMC CORPORATE CENTER, L.L.C.
R/M MANAGEMENT CO., INC.
R/M OF TENNESSEE G.P., INC.
R/M OF TENNESSEE L.P., INC.
RURAL/METRO (DELAWARE) INC.
RURAL/METRO CORPORATION (an Arizona corporation)
RURAL/METRO CORPORATION OF FLORIDA
RURAL/METRO CORPORATION OF TENNESSEE
RURAL/METRO FIRE DEPT., INC.
RURAL/METRO OF BREWERTON, INC.
RURAL/METRO OF CALIFORNIA, INC.
RURAL/METRO OF CENTRAL ALABAMA, INC.
RURAL/METRO OF CENTRAL COLORADO, INC.
RURAL/METRO OF CENTRAL OHIO, INC.
RURAL/METRO OF GREATER SEATTLE, INC.
RURAL/METRO OF NEW YORK, INC.
RURAL/METRO OF NORTHERN CALIFORNIA, INC.
RURAL/METRO OF NORTHERN OHIO, INC.
RURAL/METRO OF OHIO, INC.
RURAL/METRO OF OREGON, INC.
RURAL/METRO OF ROCHESTER, INC.
RURAL/METRO OF SAN DIEGO, INC.
RURAL/METRO OF SOUTHERN CALIFORNIA, INC.
RURAL/METRO OF SOUTHERN OHIO, INC.
RURAL/METRO OPERATING COMPANY, LLC
SAN DIEGO MEDICAL SERVICES ENTERPRISE, LLC
SIOUX FALLS AMBULANCE, INC.
SOUTHWEST AMBULANCE AND RESCUE OF ARIZONA, INC.
SOUTHWEST AMBULANCE OF CASA GRANDE, INC.
SOUTHWEST AMBULANCE OF NEW MEXICO, INC.
SOUTHWEST AMBULANCE OF SOUTHEASTERN ARIZONA, INC.
SOUTHWEST AMBULANCE OF TUCSON, INC.
SOUTHWEST GENERAL SERVICES, INC.
SW GENERAL, INC.
THE AID AMBULANCE COMPANY, INC.
THE AID COMPANY, INC.
TOWNS AMBULANCE SERVICE, INC.
VALLEY FIRE SERVICE, INC.
W & W LEASING COMPANY, INC.

RURAL/METRO MID-SOUTH, L.P.
By: R/M OF TENNESSEE G.P., INC.,
its General Partner

RURAL/METRO OF INDIANA, L.P.
By: THE AID AMBULANCE COMPANY, INC.,
its General Partner

RURAL/METRO OF TENNESSEE, L.P.
By: R/M OF TENNESSEE G.P., INC.,
its General Partner

By: _____
Name: Stephen Farber
Title: Secretary of each of the foregoing entities

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as a Lender and as Administrative Agent,

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT C

Amended By-laws

AMENDED AND RESTATED

BYLAWS

OF

WP ROCKET HOLDINGS INC.

(a Delaware corporation)

Adopted as of [●]

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BYLAWS

OF

WP ROCKET HOLDINGS INC.

(a Delaware corporation)

Adopted as of [●]

ARTICLE I.
IDENTIFICATION; OFFICES

Section 1. NAME. The name of the corporation is WP Rocket Holdings Inc. (the "Corporation").

Section 2. PRINCIPAL AND BUSINESS OFFICES. The Corporation may have such principal and other business offices, either within or outside of the state of Delaware, as the Board of Directors may designate or as the Corporation's business may require from time to time.

Section 3. REGISTERED AGENT AND OFFICE. The Corporation's registered agent may be changed from time to time by or under the authority of the Board of Directors. The address of the Corporation's registered agent may change from time to time by or under the authority of the Board of Directors, or the registered agent. The business office of the Corporation's registered agent shall be identical to the registered office. The Corporation's registered office may be but need not be identical with the Corporation's principal office in the state of Delaware. The Corporation's initial registered office shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 4. PLACE OF KEEPING CORPORATE RECORDS. The records and documents required by law to be kept by the Corporation permanently shall be kept at the Corporation's principal office.

ARTICLE II.
STOCKHOLDERS

Section 1. ANNUAL MEETING. An annual meeting of the stockholders shall be held on such date as may be determined by resolution of the Board of Directors. At each annual meeting, the stockholders shall elect directors to hold office for the term provided in Section 1 of Article III of these Bylaws.

Section 2. SPECIAL MEETING. A special meeting of the stockholders may be called by the President of the Corporation, the Board of Directors, or by such other officers or persons as the Board of Directors may designate.

Section 3. PLACE OF STOCKHOLDER MEETINGS. The Board of Directors may designate any place, either within or without the State of Delaware, as the place of meeting for any annual meeting or for any special meeting. If no such place is designated by the Board of Directors, the place of meeting will be the principal business office of the Corporation or the Board of Directors may, in its sole discretion, determine that the meeting shall not be held at any place, but will instead be held solely by means of remote communication as provided under Section 211 of the Delaware General Corporation Law.

Section 4. NOTICE OF MEETINGS. Unless waived as herein provided, whenever stockholders are required or permitted to take any action at a meeting, written notice of the meeting shall be given stating the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders may be deemed to be present in person and vote at such meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Such written notice shall be given not less than ten (10) days nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at the meeting. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the stockholder at the stockholder's address as it appears on the records of the Corporation. If electronically transmitted, then notice is deemed given when transmitted and directed to a facsimile number or electronic mail address at which the stockholder has consented to receive notice. An affidavit of the secretary or of the transfer agent or other agent of the Corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be *prima facie* evidence of the facts stated therein.

When a meeting is adjourned to reconvene at the same or another place, if any, or by means of remote communications, if any, in accordance with Section 5 of Article II of these Bylaws, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken.

Section 5. QUORUM AND ADJOURNED MEETINGS. Unless otherwise provided by law or the Corporation's Certificate of Incorporation, a majority of the shares entitled to vote, present in person or represented by proxy, shall constitute a quorum at a meeting of stockholders. If a majority of the shares entitled to vote at a meeting of stockholders is present in person or represented by proxy at such meeting, such stockholders may continue to transact business until adjournment, notwithstanding the withdrawal of such number of stockholders as may leave less than a quorum. If less than a majority of the shares entitled to vote at a meeting of stockholders is present in person or represented by proxy at such meeting, a majority of the shares so represented may adjourn the meeting from time to time, to reconvene at the same or another place, if any, or by means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and notice need not be given of any such adjourned meeting if the time, date, place, if any, thereof, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken; provided, however, that if the adjournment is for more than thirty (30) days a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. At the adjourned meeting the Corporation may transact any business that might have been transacted at the original meeting.

Section 6. FIXING OF RECORD DATE.

(a) For the purpose of determining stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

(b) For the purpose of determining stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is established by the Board of Directors, and which date shall not be more than ten (10) days after the date on which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required by law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal office, or an officer or agent of the Corporation having custody of the book in which the proceedings of meetings of stockholders are recorded. Delivery to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by law, the record date for determining stockholders' consent to corporate action in writing without a meeting shall be the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

(c) For the purpose of determining the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect to any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix the record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining the stockholders for any such purpose shall be the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 7. VOTING LIST. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose

germane to the meeting, for a period of at least ten (10) days prior to the meeting, (i) by a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to the stockholders of the Corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. Except as otherwise provided by law, such list shall be the only evidence as to the identity of stockholders entitled to examine the list of stockholders required by this Section 7 or to vote in person or by proxy at any meeting of the stockholders. The Corporation shall not be required to include electronic mail addresses or other electronic contact information on such list.

Section 8. VOTING. Unless otherwise provided by the Certificate of Incorporation, each stockholder shall be entitled to one vote for each share of capital stock held by each stockholder. In all matters other than the election of directors, unless otherwise provided by the Certificate of Incorporation, the affirmative vote of the majority of shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders. Directors shall be elected by plurality of the votes of the shares present in person or represented by a proxy at the meeting entitled to vote on the election of directors.

Section 9. PROXIES. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may remain irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the Corporation generally.

Section 10. RATIFICATION OF ACTS OF DIRECTORS AND OFFICERS. Except as otherwise provided by law or by the Certificate of Incorporation of the Corporation, any transaction or contract or act of the Corporation or of the directors or the officers of the Corporation may be ratified by the affirmative vote of the holders of the number of shares which would have been necessary to approve such transaction, contract or act at a meeting of stockholders, or by the written consent of stockholders in lieu of a meeting.

Section 11. ACTION OF STOCKHOLDERS BY WRITTEN CONSENT. Any action required to be taken at any annual or special meeting of stockholders of the Corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be delivered to the Corporation by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to

authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous consent shall be given to those stockholders who have not consented in writing. In the event that the action which is consented to is such as would have required the filing of a certificate with any governmental body, if such action had been voted on by stockholders at a meeting thereof, the certificate filed shall state, in lieu of any statement required by law concerning any vote of stockholders, that consent had been given in accordance with the provisions of Section 228 of the Delaware General Corporation Law, and that notice has been given as provided in such section.

An electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxy holder, or by a person or persons authorized to act for a stockholder or proxy holder, shall be deemed to be written, signed and dated for the purposes of this section, provided that any such electronic transmission sets forth or is delivered with information from which the Corporation can determine that the electronic transmission was transmitted by the stockholder or proxy holder or by a person or persons authorized to act for the stockholder or proxy holder and the date on which such stockholder or proxy holder or authorized person or persons transmitted such electronic transmission. The date on which such electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form shall be delivered to the Corporation by delivery to its principal place of business or to an officer or agent of the Corporation having custody of the book in which the proceedings of meetings of stockholders are recorded. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

Section 12. ORGANIZATION. Such person as the Board of Directors may designate or, in the absence of such a designation, the president of the Corporation or, in his or her absence, such person as may be chosen by the holders of a majority of the shares entitled to vote who are present, in person or by proxy, shall call to order any meeting of the stockholders and act as chairman of such meeting. In the absence of the secretary of the Corporation, the chairman of the meeting shall appoint a person to serve as secretary at the meeting.

ARTICLE III.
DIRECTORS

Section 1. NUMBER AND TENURE OF DIRECTORS. The number of directors of the Corporation shall be determined from time to time by the Board. Each director shall hold office until such director's successor is elected and qualified or until such director's earlier resignation or removal. Any director may resign at any time upon written notice to the Corporation.

Section 2. ELECTION OF DIRECTORS. Except as otherwise provided in this Bylaws, directors shall be elected at the annual meeting of stockholders. Directors need not be residents of the State of Delaware. Elections of directors need not be by written ballot.

Section 3. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by or at the request of the Chairman of the Board, the President or at least one-third of the number of directors constituting the whole board. The person or persons authorized to call special meetings of the Board of Directors may fix any time, date or place, either within or without the State of Delaware, for holding any special meeting of the Board of Directors called by them.

Section 4. NOTICE OF SPECIAL MEETINGS OF THE BOARD OF DIRECTORS. Notice of any special meeting of the Board of Directors shall be given, orally or in writing, by the person or persons calling the meeting to all directors at least one (1) day previous thereto. Such notice (including by United States Mail, facsimile, courier, electronic mail or express mail, etc.) shall be deemed to be delivered when actually delivered to the home or business address, electronic mail address or facsimile number of the director.

Section 5. QUORUM. A majority of the total number of directors as provided in Section 1 of Article III of these Bylaws shall constitute a quorum for the transaction of business. If less than a majority of the directors are present at a meeting of the Board of Directors, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 6. VOTING. The vote of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the Delaware General Corporation Law or the Certificate of Incorporation requires a vote of a greater number.

Section 7. VACANCIES. Vacancies in the Board of Directors may be filled by a majority vote of the Board of Directors or by an election either at an annual meeting or at a special meeting of the stockholders called for that purpose. Any directors elected by the stockholders to fill a vacancy shall hold office for the balance of the term for which he or she was elected. A director appointed by the Board of Directors to fill a vacancy shall serve until the next meeting of stockholders at which directors are elected.

Section 8. REMOVAL OF DIRECTORS. A director, or the entire Board of Directors, may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

Section 9. WRITTEN ACTION BY DIRECTORS. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee. Without limiting the manner by which consent may be given, members of the Board of Directors may consent by delivery of an electronic transmission when such transmission is directed to a facsimile number or electronic mail address at which the Corporation has consented to receive such electronic transmissions, and copies of the electronic transmissions are filed with the minutes of proceedings of the Board of Directors or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 10. PARTICIPATION BY CONFERENCE TELEPHONE. Members of the Board of Directors, or any committee designated by such board, may participate in a meeting of the Board of Directors, or committee thereof, by means of conference telephone or similar communications equipment as long as all persons participating in the meeting can speak with and hear each other, and participation by a director pursuant to this Section 3.10 shall constitute presence in person at such meeting.

Section 11. COMPENSATION OF DIRECTORS. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, the Board of Directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefore. Members of special or standing committees may be allowed like compensation for attending committee meetings.

ARTICLE IV.
WAIVER OF NOTICE

Section 1. WRITTEN WAIVER OF NOTICE. A written waiver of any required notice, signed by or electronically transmitted by the person entitled to notice, whether before or after the date stated therein, shall be deemed equivalent to notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of stockholders, directors or members of a committee of directors need be specified in any written waiver of notice.

Section 2. ATTENDANCE AS WAIVER OF NOTICE. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting, and objects, to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE V.
COMMITTEES

Section 1. GENERAL PROVISIONS. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member at any meeting of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it, but no such committee shall have the power or authority in reference to the following matters: (i) approving or adopting, or recommending to the stockholders, any action or matter (other than the

election or removal of directors) expressly required by law to be submitted to stockholders for approval or (ii) adopting, amending or repealing any bylaw of the corporation.

ARTICLE VI.
OFFICERS

Section 1. GENERAL PROVISIONS. The Board of Directors shall elect a President and a Secretary of the Corporation. The Board of Directors may also elect a Chairman of the Board, one or more Vice Chairmen of the Board, a Treasurer and/or Chief Financial Officer and such additional officers as the Board of Directors may deem necessary or appropriate from time to time. Any two or more offices may be held by the same person. The officers elected by the Board of Directors shall have such duties as are hereafter described and such additional duties as the Board of Directors may from time to time prescribe.

Section 2. ELECTION AND TERM OF OFFICE. The officers of the Corporation shall be elected annually by the Board of Directors at the regular meeting of the Board of Directors held after each annual meeting of the stockholders. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as may be convenient. New offices of the Corporation may be created and filled and vacancies in offices may be filled at any time, at a meeting or by the written consent of the Board of Directors. Unless removed pursuant to Section 3 of Article VI of these Bylaws, each officer shall hold office until his successor has been duly elected and qualified, or until his earlier death or resignation. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 3. REMOVAL OF OFFICERS. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever, in its judgment, the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person(s) so removed.

Section 4. THE CHIEF EXECUTIVE OFFICER. The Board of Directors shall designate the Chief Executive Officer of the Corporation. The Chief Executive Officer shall be the principal executive officer of the Corporation and shall in general supervise and control all of the business and affairs of the Corporation, unless otherwise provided by the Board of Directors. The Chief Executive Officer shall preside at all meetings of the stockholders and of the Board of Directors and shall see that orders and resolutions of the Board of Directors are carried into effect. The Chief Executive Officer may sign bonds, mortgages, certificates for shares and all other contracts and documents whether or not under the seal of the Corporation except in cases where the signing and execution thereof shall be expressly delegated by law, by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation. The Chief Executive Officer shall have general powers of supervision and shall be the final arbiter of all differences between officers of the Corporation and his decision as to any matter affecting the Corporation shall be final and binding as between the officers of the Corporation subject only to the Board of Directors.

Section 5. THE PRESIDENT. If the Chief Executive Officer is not the President, in the absence of the Chief Executive Officer or in the event of his inability or refusal to act, the President shall perform the duties of the Chief Executive Officer, and when so acting, shall have

all the powers of and be subject to all the restrictions upon the Chief Executive Officer. At all other times the President shall have the active management of the business of the Corporation under the general supervision of the Chief Executive Officer. The President shall have concurrent power with the Chief Executive Officer to sign bonds, mortgages, certificates for shares and other contracts and documents, whether or not under the seal of the Corporation except in cases where the signing and execution thereof shall be expressly delegated by law, by the Board of Directors, or by these Bylaws to some other officer or agent of the Corporation. In general, the President shall perform all duties incident to the office of president and such other duties as the Chief Executive Officer or the Board of Directors may from time to time prescribe.

Section 6. THE CHAIRMAN OF THE BOARD. The Chairman of the Board, if one is chosen, shall be chosen from among the members of the board. If the Chairman of the Board has not been designated Chief Executive Officer, the Chairman of the Board shall perform such duties as may be assigned to the Chairman of the Board by the Chief Executive Officer or by the Board of Directors.

Section 7. VICE CHAIRMAN OF THE BOARD. In the absence of the Chief Executive Officer or in the event of his inability or refusal to act, if the Chairman of the Board or another individual has not been designated Chief Executive Officer, the Vice Chairman, or if there be more than one, the Vice Chairmen, in the order determined by the Board of Directors, shall perform the duties of the Chief Executive Officer, and when so acting shall have all the powers of and be subject to all the restrictions upon the Chief Executive Officer. At all other times, the Vice Chairman or Vice Chairmen shall perform such duties and have such powers as the Chief Executive Officer or the Board of Directors may from time to time prescribe.

Section 8. THE SECRETARY. The Secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the Chief Executive Officer, under whose supervision he shall be. The Secretary shall have custody of the corporate seal of the Corporation and the Secretary shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature.

Section 9. THE TREASURER AND/OR CHIEF FINANCIAL OFFICER. The Treasurer and/or Chief Financial Officer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a

bond (which shall be renewed every six (6) years) in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 10. OTHER OFFICERS, ASSISTANT OFFICERS AND AGENTS. Officers, Assistant Officers and Agents, if any, other than those whose duties are provided for in these Bylaws, shall have such authority and perform such duties as may from time to time be prescribed by resolution of the board of directors.

Section 11. ABSENCE OF OFFICERS. In the absence of any officer of the Corporation, or for any other reason the Board of Directors may deem sufficient, the Board of Directors may delegate the powers or duties, or any of such powers or duties, of any officers or officer to any other officer or to any director.

Section 12. COMPENSATION. The Board of Directors shall have the authority to establish reasonable compensation of all officers for services to the Corporation.

ARTICLE VII.
INDEMNIFICATION

Section 1. RIGHT TO INDEMNIFICATION OF DIRECTORS AND OFFICERS. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (a "Covered Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding"), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another Corporation or of a partnership, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Covered Person in such proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Section 3 of Article VII of these Bylaws, the Corporation shall be required to indemnify a Covered Person in connection with a proceeding (or part thereof) commenced by such Covered Person only if the commencement of such proceeding (or part thereof) by the Covered Person was authorized in advance by the Board of Directors.

Section 2. PREPAYMENT OF EXPENSES OF DIRECTORS AND OFFICERS. The Corporation shall pay the expenses (including attorneys' fees) incurred by a Covered Person in defending any proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified under this Article VII or otherwise.

Section 3. CLAIMS BY DIRECTORS AND OFFICERS. If a claim for indemnification or advancement of expenses under this Article VII is not paid in full within thirty days after a written claim therefor by the Covered Person has been received by the Corporation, the Covered Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Covered Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

Section 4. INDEMNIFICATION OF EMPLOYEES AND AGENTS. The Corporation may indemnify and advance expenses to any person who was or is made or is threatened to be made or is otherwise involved in any proceeding by reason of the fact that such person, or a person for whom such person is the legal representative, is or was an employee or agent of the Corporation or, while an employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorney's fees) reasonably incurred by such person in connection with such proceeding. The ultimate determination of entitlement to indemnification of persons who are non-director or officer employees or agents shall be made in such manner as is determined by the Board of Directors in its sole discretion. Notwithstanding the foregoing sentence, the Corporation shall not be required to indemnify a person in connection with a proceeding initiated by such person if the proceeding was not authorized in advance by the Board of Directors.

Section 5. ADVANCEMENT OF EXPENSES OF EMPLOYEES AND AGENTS. The Corporation may pay the expenses (including attorney's fees) incurred by an employee or agent in defending any proceeding in advance of its final disposition on such terms and conditions as may be determined by the Board of Directors.

Section 6. NON-EXCLUSIVITY OF RIGHTS. The rights conferred on any person by this Article VII shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the certificate of incorporation, these Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

Section 7. OTHER INDEMNIFICATION. The Corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer or employee of another Corporation, partnership, joint venture, trust, organization or other enterprise shall be reduced by any amount such person may collect as indemnification from such other Corporation, partnership, joint venture, trust, organization or other enterprise.

Section 8. INSURANCE. The Board of Directors may, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize an appropriate officer or officers to purchase and maintain at the Corporation's expense insurance: (a) to indemnify the Corporation for any obligation which it incurs as a result of the indemnification of directors, officers and employees under the provisions of this Article VII; and (b) to indemnify or insure directors, officers and employees against liability in instances in which they may not otherwise be indemnified by the Corporation under the provisions of this Article VII.

Section 9. AMENDMENT OR REPEAL. Any repeal or modification of the foregoing provisions of this Article VII shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification. The rights provided hereunder shall inure to the benefit of any Covered Person and such person's heirs, executors and administrators.

ARTICLE VIII.
CERTIFICATES FOR SHARES

Section 1. CERTIFICATES OF SHARES. The shares of the Corporation shall be represented by certificates, provided that the Board of Directors of the Corporation may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Notwithstanding the adoption of such a resolution by the Board of Directors, every holder of stock represented by certificates and upon request every holder of uncertificated shares shall be entitled to have a certificate signed by, or in the name of the Corporation by the Chairman or Vice Chairman of the Board of Directors, Chief Executive Officer, or the President or Vice President, and by the Treasurer, or the Secretary of the Corporation representing the number of shares registered in certificate form. Any or all the signatures on the certificate may be a facsimile.

Section 2. SIGNATURES OF FORMER OFFICER, TRANSFER AGENT OR REGISTRAR. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person or entity were such officer, transfer agent or registrar at the date of issue.

Section 3. TRANSFER OF SHARES. Transfers of shares of the Corporation shall be made only on the books of the Corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his or her attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the Corporation, and on surrender for cancellation of certificate for such shares. Prior to due presentment of a certificate for shares for registration of transfer, the Corporation may treat a registered owner of such shares as the person exclusively entitled to vote, to receive notifications and otherwise have and exercise all of the right and powers of an owner of shares.

Section 4. LOST, DESTROYED OR STOLEN CERTIFICATES. Whenever a certificate representing shares of the Corporation has been lost, destroyed or stolen, the holder thereof may file in the office of the Corporation an affidavit setting forth, to the best of his knowledge and belief, the time, place, and circumstance of such loss, destruction or theft together with a statement of indemnity sufficient in the opinion of the Board of Directors to indemnify the Corporation against any claim that may be made against it on account of the alleged loss of any such certificate. Thereupon the Board may cause to be issued to such person or such person's legal representative a new certificate or a duplicate of the certificate alleged to have been lost, destroyed or stolen. In the exercise of its discretion, the Board of Directors may waive the indemnification requirements provided herein.

ARTICLE IX.
DIVIDENDS

Section 1. DECLARATIONS OF DIVIDENDS. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Certificate of Incorporation.

Section 2. REQUIREMENTS FOR PAYMENT OF DIVIDENDS. Before payment of any dividend there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the directors shall think conducive to the interests of the Corporation, and the directors may abolish any such reserve.

ARTICLE X.
GENERAL PROVISIONS

Section 1. CONTRACTS. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2. LOANS. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by one or more officers or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. DEPOSITS. The funds of the Corporation may be deposited or invested in such bank account, in such investments or with such other depositaries as determined by the Board of Directors.

Section 5. FISCAL YEAR. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 6. SEAL. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 7. ANNUAL STATEMENT. The Board of Directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clear statement of the business and condition of the Corporation.

ARTICLE XI.
AMENDMENTS

Section 1. AMENDMENTS. These Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the stockholders or by the Board of Directors, when such power is conferred upon the Board of Directors by the Certificate of Incorporation, at any regular meeting of the stockholders or of the Board of Directors or at any special meeting of the stockholders or of the Board of Directors if notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such special meeting. If the power to adopt, amend or repeal Bylaws is conferred upon the Board of Directors by the Certificate of Incorporation it shall not divest or limit the power of the stockholders to adopt, amend or repeal Bylaws.

ARTICLE XII.
FREEDOM TO PURSUE OPPORTUNITIES

Section 1. FREEDOM TO PURSUE OPPORTUNITIES. The Corporation expressly acknowledges and agrees that: (a) each director and officer of the Corporation has the right to, and shall have no duty (contractual or otherwise) not to, directly or indirectly engage in the same or similar business activities or lines of business as the Corporation including those deemed to be competing with the Corporation; and (b) in the even that a director or officer of the Corporation acquires knowledge of a potential transaction or matter that may be a corporate opportunity for the Corporation, such director or officer of the Corporation shall have no duty (contractual or otherwise) to communicate or present such corporate opportunity to the Corporation, and, notwithstanding any provision of these Bylaws or the Certificate of Incorporation to the contrary, shall not be liable to the Corporation (and its respective affiliates) for breach of any duty (contractual or otherwise) by reason of the fact that such director or officer, directly or indirectly, pursues or acquires such opportunity for itself, directs such opportunity to another person, or does not present such opportunity to the Corporation.

ARTICLE XIII.
EXCLUSIVE FORUM JURISDICTION

Section 1. EXCLUSIVE FORUM JURISDICTION. Unless the corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the corporation to the corporation or the corporation's stockholders, (iii) any action asserting a claim arising pursuant to any provision of the Delaware General Corporation Law, or (iv) any action asserting a claim governed by the internal affairs doctrine. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the corporation shall be deemed to have notice of and consented to the provisions of this Article XII.

[Signature Follows on Next Page]

CERTIFICATE OF ADOPTION OF BYLAWS

I hereby certify that:

I am the duly elected and acting Secretary of WP Rocket Holdings Inc., a Delaware corporation (the "Company"); and

Attached hereto is a complete and accurate copy of the Bylaws of the Company as duly adopted by Unanimous Written Consent of the Board of Directors dated [●] and said Bylaws are presently in effect.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Adoption of Bylaws as of the [●] day of [●], 2013.

_____

[NAME], Secretary

EXHIBIT D

Amended Certificate

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
WP ROCKET HOLDINGS INC.

[●]

WP Rocket Holdings Inc. (the "Corporation"), a corporation organized and existing under the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended ("DGCL"), hereby certifies as follows:

FIRST: The original Certificate of Incorporation of the Corporation was filed with the Delaware Secretary of State on June 27, 2011.

SECOND: This Amended and Restated Certificate of Incorporation (this "Certificate of Incorporation"), which amends and restates the Certificate of Incorporation of the Corporation, is authorized by and is being filed in connection with that certain First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and its affiliated Debtors, dated October 31, 2013 (the "Plan of Reorganization"), confirmed by the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") over the jointly-administered cases pending under chapter 11 of title 11 of the United States Code, as amended from time to time (the "Bankruptcy Code"). This Certificate of Incorporation was duly adopted in accordance with Section 303 of the DGCL, pursuant to the authority granted to the Corporation under Section 303 of the DGCL to put into effect and carry out the Plan of Reorganization with approval of the Bankruptcy Court under the Bankruptcy Code.

THIRD: The text of the Corporation's Certificate of Incorporation is hereby amended and restated in its entirety as follows:

1. The name of the corporation is: WP ROCKET HOLDINGS, INC.

2. Its registered office in the State of Delaware is to be located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, in the County of New Castle and its registered agent at such address is Corporation Service Company.

3. The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the DGCL.

4. The total number of shares of all classes of stock that the Corporation shall have authority to issue is One Billion Seven Hundred Million (1,700,000,000), consisting of One Billion Two Hundred Million (1,200,000,000) shares of Common Stock with a par value of $0.01 per share, and Five Hundred Million (500,000,000) shares of Preferred Stock with a par value of $0.01 per share.

At all times, each holder of Common Stock of the corporation shall be entitled to one vote for each share of Common Stock held by such stockholder standing in the name of such stockholder on the books of the Corporation.

The designations, powers, preferences and relative, participating, optional or other rights, including voting rights, and the qualifications, limitations or restrictions of the Preferred Stock, or any series thereof, and the number of shares constituting any such series, shall be established by resolution of the Board of Directors of the Corporation pursuant to Section 151 of the DGCL.

Notwithstanding anything to the contrary in this Certificate of Incorporation, to the extent prohibited by Section 1123(a)(6) of the Bankruptcy Code, the Corporation shall not issue nonvoting equity securities; provided, however the foregoing restriction will (a) have no further force and effect beyond that required under Section 1123 of the Bankruptcy Code, (b) only have such force and effect for so long as Section 1123 of the Bankruptcy Code is in effect and applicable to the Corporation, and (c) in all events may be amended or eliminated in accordance with applicable law as from time to time may be in effect.

5. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, alter or repeal the bylaws of the Corporation.

6. Election of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.

7. To the fullest extent permitted by the DGCL, as the same exists or may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the DGCL or any other law of the State of Delaware is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL or other such law of the State of Delaware so amended. Any amendment, repeal or modification of the foregoing provisions of this Article 7 by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of, any director of the Corporation with respect to any acts or omissions occurring prior to, such amendment, repeal or modification.

8. (a) To the fullest extent permitted by the DGCL, as the same exists or may hereafter be amended, the Corporation shall indemnify its directors and officers and such right to indemnification shall continue as to a person who has ceased to be director or officer of the Corporation and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except for proceedings to enforce rights to indemnification, the Corporation shall not be obligated to indemnify any director or officer (or his or her heirs, executors or administrators) in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this paragraph shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending or otherwise participating in any proceeding in advance of its final disposition.

(b) The Corporation shall have the express authority to enter into such agreements as the Board of Directors deems appropriate for the indemnification of directors and officers of the Corporation. Such agreements may contain provisions relating to, among other

things, the advancement of expenses, a person's right to bring suit against the Corporation to enforce his or her right to indemnification, the establishment of a trust to assure the availability of funds to satisfy the Corporation's indemnification obligations to such person and other matters as the Board of Directors deems appropriate or advisable.

(c) The rights to indemnification and to the advancement of expenses conferred in this Article 8 shall not be exclusive of any other right which any person may have or hereafter acquire under this Certificate of Incorporation, the bylaws of the Corporation, any statute, agreement, vote of stockholders or disinterested directors or otherwise.

(d) The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

(e) Any amendment, repeal or modification of the foregoing provisions of this Article 8 shall not adversely affect any right or protection of a director or officer of the Corporation, or other person indemnified by the Corporation, with respect to any acts or omissions of such director, officer or other person existing at the time of such amendment, repeal or modification.

9. Section 203 of the DGCL shall not apply to the Corporation.

10. To the fullest extent permitted by Section 122(17) of the DGCL, the Corporation, on behalf of itself and its subsidiaries, renounces any interest or expectancy of the Corporation and its subsidiaries in, or in being offered an opportunity to participate in, business opportunities that are from time to time presented to any of its stockholders or any of their respective officers, directors, agents, stockholders, members, partners, affiliates and subsidiaries (other than the Corporation and its subsidiaries), even if the opportunity is one that the Corporation or its subsidiaries might reasonably be deemed to have pursued or had the ability or desire if granted the opportunity to do so and no such person shall be liable to the Corporation or any of its subsidiaries for breach of any fiduciary or other duty, as a director or officer or otherwise, by reason of the fact that such person pursues or acquired such business opportunity, directs such business opportunity to another person or fails to present such business opportunity, or information regarding such business opportunity, to the Corporation or its subsidiaries unless, in the case of any such person who is a director or officer of the Corporation, such business opportunity is expressly offered to such director or officer in writing solely in his or her capacity as a director or officer of the Corporation. Any person purchasing or otherwise acquiring any direct or indirect interest in any shares of stock of the Corporation shall be deemed to have notice of and consent to the provisions of this Article.

11. (a) Any attempted Transfer (as defined below) of Common Stock that is not in compliance with this Article 11 shall be void and shall not be recognized or registered by the Corporation, and the proposed Transferee (as defined below) shall not be treated as the owner of such Common Stock. Notwithstanding the foregoing, to the extent any such Transfer is effected or purported to have been effected and is not in compliance with this Article 11, the Corporation shall have the option to redeem, out of lawfully available funds therefor, any or all of the Common Stock Transferred (or purported to be Transferred) on such terms and subject to

such conditions determined by the Board of Directors in its sole discretion. Any holder of Common Stock, however acquired, shall be deemed to have notice of and to have consented to the provisions of this Article 11.

(b) No holder of Common Stock shall Transfer any Common Stock to any person or entity, nor shall the Corporation issue, sell or otherwise Transfer any Common Stock to any person or entity, if, at the time of such Transfer, the Corporation has more than 1,950 holders of record or 450 holders of record who are not accredited investors (as such concept is understood for purposes of Section 12(g) of the Securities Exchange Act of 1934, as amended, or any relevant rules promulgated thereunder (the "Exchange Act")), or if the Corporation reasonably determines that such Transfer would, if effected, result in the Corporation having more than 1,950 holders of record or 450 holders of record who are not accredited investors, unless the Corporation is already required to file periodic reports under Sections 13 or 15(d) of the Exchange Act and any relevant rules promulgated thereunder. The limitations set forth in the immediately preceding sentence shall not prohibit: (i) a Transfer by a holder of Common Stock to another person or entity that, immediately prior to the Transfer, is a holder of record of Common Stock, (ii) a Transfer by a holder of Common Stock to the Corporation, (iii) a Transfer by the Corporation to a person or entity that, immediately prior to the Transfer, is a holder of record of Common Stock, (iv) a Transfer of all Common Stock owned by the proposed transferor to a single person or entity who is treated as a single record holder under the Exchange Act, or (v) a Transfer so long as after giving effect to such Transfer the Corporation has no more than 1,950 holders of record or 450 holders of record who are not accredited investors (as such concept is understood for purposes of Section 12(g) of the Exchange Act).

(c) Section (a) and Section (b) of this Article 11 shall be void and no longer given effect and the restrictions on Transfer therein shall no longer be in effect on and after the earlier of: (i) the listing of the Common Stock on the New York Stock Exchange, NASDAQ or NYSE MKT or (ii) the consummation of a sale of capital stock of the Corporation in an underwritten public offering registered under the Securities Act of 1933, as amended.

(d) For so long as the restrictions on Transfer in this Article 11 are in effect, all certificates for shares of Common Stock shall conspicuously bear a legend (in addition to any other legends required to be placed thereon) providing notice of the restrictions on Transfer in this Article 11, as determined by the Corporation to be appropriate.

(e) For purposes of this Article 11, "Transfer" means any transfer, donation, bequest, sale, assignment or other disposal or attempted disposal (including, without limitation, by way of merger, operation of law, pursuant to any domestic relations or other court order, whether with or without consideration and whether voluntarily or involuntarily or by operation of law). "Transferred" means the accomplishment of a Transfer, and "Transferee" means the recipient of a Transfer.

12. Subject to such limitations as may be from time to time imposed by other provisions of this Certificate of Incorporation, by the bylaws of the Corporation, by the DGCL or other applicable law, or by any contract or agreement to which the Corporation is or may become a party, the Corporation reserves the right to amend or repeal any provision contained in this

Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this express reservation.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of the Corporation on the [●] day of [●], 2013.

WP ROCKET HOLDINGS INC.

_____

[Name]
[Title]

EXHIBIT E

Exit LC Facility

LETTER OF CREDIT REIMBURSEMENT AND SECURITY AGREEMENT

This Letter of Credit Reimbursement and Security Agreement, dated as of [●], is by and between RURAL/METRO CORPORATION, a Delaware corporation ("Applicant"), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (together with its successors and assigns, "Issuer").

RECITALS

WHEREAS, on August 4, 2013 (the "Petition Date"), WP Rocket Holdings Inc., a Delaware corporation ("Holdings"), Applicant and its subsidiaries (collectively, the "Debtors") commenced certain chapter 11 cases, as administratively consolidated as Chapter 11 Case No. 13-11952 (collectively, the "Chapter 11 Cases") by filing separate voluntary petitions for reorganization pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, during the pendency of the Chapter 11 Cases, the Debtors continued to operate their businesses and manage their properties as debtors and debtors-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, prior the Petition Date, financing was provided to Applicant and letters of credit were issued for the benefit of Applicant (the "Prepetition Letters of Credit") pursuant to that certain Credit Agreement dated as of June 30, 2011 (as amended or otherwise modified), among Holdings, Applicant (as successor by merger to WP Rocket Merger Sub, Inc., a Delaware corporation), the lenders party thereto and Credit Suisse AG, Cayman Islands Branch, as administrative agent;

WHEREAS, prior to the Petition Date, an Irrevocable Standby Letter of Credit was issued for the benefit of Applicant (the "Stand Alone Letter of Credit") on July 22, 2013;

[WHEREAS, pursuant to certain orders of the Bankruptcy Court, Issuer provided debtor in possession financing to Applicant in the form of letters of credit (the "DIP Letters of Credit") pursuant to that certain Senior Secured Super Priority Priming Debtor in Possession Letter of Credit Reimbursement and Security Agreement, dated as of August 4, 2013 and effective as of August 7, 2013, by and between Applicant and Issuer;]

WHEREAS, on [●], the Bankruptcy Court entered an order (the "Confirmation Order") pursuant to Section 1129 of the Bankruptcy Code confirming the Plan of Reorganization of the Debtors (the "Plan");

WHEREAS, upon the terms and subject to the conditions set forth herein, Issuer has agreed from time to time to issue one or more stand-by letters of credit in an aggregate principal amount of up to $[50,000,000], which in the case of any letter of credit replacing any existing Prepetition Letter of Credit or DIP Letter of Credit, shall be substantially in the form of such existing Prepetition Letter of Credit or DIP Letters of Credit, as the case may be (in each case, to the extent the issuer of such underlying letter of credit is Credit Suisse AG, Cayman Islands

Branch), or otherwise in a form satisfactory in all respects to Issuer in its sole discretion (each, as amended or otherwise modified from time to time, a "Letter of Credit"), for the account of Applicant and for the benefit of one or more Persons (as defined below) (each, a "Beneficiary") for the purpose of replacing the Prepetition Letters of Credit, the DIP Letters of Credit, the Stand Alone Letter of Credit or any Letter of Credit issued hereunder;

WHEREAS, Issuer has established, and is the owner of, Account No. 8900492627 (the "Collateral Account"), with The Bank of New York (the "Deposit Bank");

WHEREAS, Applicant has agreed, pursuant to the terms and conditions set forth herein, to provide Issuer certain cash sums from time to time to be deposited in the Collateral Account as collateral for the obligations of Applicant incurred under, arising out of or in connection with this Agreement;

WHEREAS, as of the date hereof, Applicant and Holdings have entered into that certain Credit Agreement (as amended or otherwise modified from time to time, the "Credit Agreement") by and among Holdings, Applicant, the lenders party thereto (the "Credit Agreement Lenders") and Credit Suisse AG, Cayman Islands Branch, as the Administrative Agent (the "Credit Agreement Agent") for the Credit Agreement Lenders; and

WHEREAS, Applicant and Issuer desire to set forth the terms and conditions that shall apply to the Letters of Credit and certain related matters in connection therewith.

NOW, THEREFORE, Applicant and Issuer hereby agree as follows:

1. Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Agreement" means this Letter of Credit Reimbursement and Security Agreement, as amended or otherwise modified from time to time in accordance with the terms hereof.

"Amendment" has the meaning specified in Section 3.

"Amendment Request" has the meaning specified in Section 3.

"Applicant" has the meaning specified in the preamble hereof.

"Authorized Act" has the meaning specified in Section 3(d).

"Authorized Officer" has the meaning specified in Section 3(d).

"Bankruptcy Code" has the meaning specified in the recitals hereof.

"Base Rate" means, with respect to any amount payable hereunder, a fluctuating interest rate per annum in effect from time to time, which rate per annum shall at all times be equal to the higher of:

(i) the rate of interest per annum most recently announced or established by Issuer in New York, New York, from time to time, as Issuer's "prime rate for dollars loaned in the United States"; and

(ii) ½ of 1% per annum above the Federal Funds Rate in effect from time to time.

The Base Rate is an index rate and is not necessarily intended to be the lowest or best rate of interest charged to other customers in connection with extensions of credit to customers or to other banks.

"Beneficiary" has the meaning specified in the recitals hereof.

"Business Day" means a day other than a Saturday, a Sunday or any other day on which banks are authorized or required by law to close in New York City.

"Certificate" has the meaning specified in Section 3(c).

"Collateral" has the meaning specified in Section 11(a).

"Collateral Account" has the meaning specified in the recitals hereof.

"Collateral Agent Agreement" means the Collateral Agent and Intercreditor Agreement dated as of the date hereof among the Borrower, the Credit Agreement Agent and the Issuer.

"Confirmation Order" has the meaning specified in the recitals hereof.

"Credit Agreement" has the meaning specified in the recitals hereof.

"Credit Agreement Agent" has the meaning specified in the recitals hereof.

"Credit Agreement Lenders" has the meaning specified in the recitals hereof.

"Credit Agreement Liens" means the Liens granted by the Debtors in favor of the Credit Agreement Agent for the benefit of the Credit Agreement Lenders pursuant to the Credit Documents.

"Credit Documents" means the Credit Agreement and the other "Loan Documents" as such term is defined in the Credit Agreement.

"Deposit Bank" has the meaning specified in the recitals hereof.

"Effective Date" has the meaning specified in Section 3.

"Event of Default" has the meaning specified in Section 15(a).

"Federal Funds Rate" means, for any day, a fluctuating interest rate per annum equal for such day to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the

Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by Issuer from three Federal funds brokers of recognized standing selected by it.

"Governing Body" has the meaning specified in Section 3(d).

"Indemnified Parties" has the meaning specified in Section 10.

"Issuance Period" means the period commencing on the Effective Date and ending on the earlier of the Termination Date and the termination of the Credit Agreement in accordance with the terms thereof.

"Issuer" has the meaning specified in the preamble hereof.

"Issuer Costs" has the meaning specified in Section 8(b).

"L/C Outstandings" means, at any time, an aggregate amount equal to the sum of (a) the Stated Amount of all outstanding Letters of Credit and (b) the aggregate amount of all unpaid L/C Reimbursement Amounts, in each case, at such time.

"L/C Reimbursement Amount" has the meaning specified in Section 4(a).

"Letter of Credit" has the meaning specified in the recitals hereof.

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset.

"Maximum Stated Amount" means $[50,000,000].

"Minimum Collateral Base" means, on any date as of which it is determined hereunder, the product of (a) the L/C Outstandings on such date and any accrued interest thereon multiplied by (b) 1.025.

"Net Asset Value" has the meaning specified in Section 6(a).

"Non-Excluded Taxes" has the meaning specified in Section 9.

"Notice Date" has the meaning specified in Section 6(b).

"Obligations" has the meaning specified in Section 11.

"Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended from time to time.

"Permitted Use" means replacing any Prepetition Letters of Credit, DIP Letters of Credit or the Stand Alone Letter of Credit or any Letter of Credit issued hereunder (or amending the same).

"Person" means an individual, partnership, corporation (including a business trust), joint stock company, trust, unincorporated association, joint venture, limited liability company or other entity, or a government or any political subdivision or agency thereof.

"Plan" has the meaning specified in the recitals hereof.

"Proceeding" has the meaning specified in Section 25.

"Request" has the meaning specified in Section 3.

"Required Supporting Documents" has the meaning specified in Section 3(a).

"Shortfall Amount" has the meaning specified in Section 6(b).

"Shortfall Date" has the meaning specified in Section 6(b).

"Shortfall Notice" has the meaning specified in Section 6(b).

"Stated Amount" means, at any time, with respect to any Letter of Credit or Letters of Credit, the total amount then available to be drawn under such Letter of Credit or Letters of Credit.

"Termination Date" means the earlier of (i) June 30, 2018 and (ii) any termination pursuant to Section 30 hereof.

"UCC" has the meaning specified in Section 13.

2. Applicability of Agreement. Notwithstanding anything herein to the contrary, the existing Prepetition Letters of Credit and the DIP Letters of Credit are hereby deemed to be Letters of Credit issued under this Agreement. This Agreement shall apply to each Letter of Credit (and any Amendments thereto) requested by Applicant and issued pursuant to the terms and conditions hereof.

3. Issuance of Letters of Credit. During the Issuance Period, within five (5) Business Days after receipt by Issuer of Applicant's written request, submitted substantially in the form of Exhibit A attached hereto (a "Request"), the Issuer shall issue a Letter of Credit or Letters of Credit to one or more Beneficiaries in respect of any existing Letter of Credit, or Applicant's written request, submitted substantially in the form of Exhibit B attached hereto (an "Amendment Request"), for an amendment to an existing Letter of Credit (in a form satisfactory in all respects to Issuer in its sole discretion) (an "Amendment"), Issuer shall issue such Letter of Credit or Amendment subject to the following conditions (the date on which each of such conditions has been satisfied, the "Effective Date"):

(a) prior satisfaction by Applicant of its obligations set forth in Section 5(a),

(b) payment in full of the fees and expenses described in Section 8 hereof and due and payable on the Effective Date,

(c) delivery of a certificate (a "Certificate") executed by an Authorized Officer, in substantially the form attached hereto as Exhibit C, certifying *inter alia* that the representations and warranties set forth in this Agreement are true and correct in all material respects (or to the extent any such representation or warranty is qualified by materiality, true and correct) as of such date and no Event of Default has occurred and is continuing and that no Letter of Credit shall be used for any purpose other than a Permitted Use, and

(d) prior receipt by Issuer of the following items:

(i) certified copy of the resolutions of the Board of Directors (or equivalent governing body) of Applicant (the "Governing Body") with respect to this Agreement, including, without limitation, (A) approving this Agreement, all matters contemplated hereby, the issuance of Letters of Credit pursuant to this Agreement with an aggregate Stated Amount of up to the Maximum Stated Amount and all other matters contemplated in connection herewith and (B) authorizing each applicable officer of Applicant (each, an "Authorized Officer") to take all such actions, to arrange for, execute and deliver any Request or Amendment Request with respect to Letters of Credit in an aggregate amount of up to the Maximum Stated Amount, supplemental agreements, instruments, amendments, extensions or other modification in the name and on behalf of Applicant, which the applicable Authorized Officer determines in his/her sole judgment to be necessary, proper or advisable in connection with or in order to perform Applicant's obligations hereunder or in connection with this Agreement (each such act, an "Authorized Act"), with the performance of any Authorized Act by any Authorized Officer to be conclusive evidence that the same has been authorized and approved by Applicant and the Governing Body in every respect;

(ii) true, complete and accurate copies of the constituent documents of Applicant, certified by an Authorized Officer, as in effect on the date such constituent documents are submitted to Issuer;

(iii) evidence satisfactory to Issuer that (A) the Bankruptcy Court shall have entered a Confirmation Order in form and substance reasonably satisfactory to Issuer confirming the Plan and such Confirmation Order shall have become final and non-appealable, (B) the Plan shall have become effective in accordance with its terms, and all conditions precedent to the effectiveness of the Plan shall have been satisfied or waived (with the prior consent of Issuer if the Issuer reasonably determines such waiver is materially adverse to it), and (C) the transactions contemplated by the Plan to occur on the effective date of the Plan shall have been consummated on the Effective Date;

(iv) all documentation and other information reasonably requested in writing by Issuer under applicable "know your customer" and anti-money-laundering rules and regulations, including without limitation, the Patriot Act; and

(v) a favorable legal opinion (addressed to Issuer and dated the Effective Date) of [Wilkie Farr & Gallagher LLP] in form and substance reasonably satisfactory to Issuer.

Issuer, in its sole discretion, may issue any Letter of Credit through one or more of its branches or affiliates.

Notwithstanding anything to the contrary contained herein, (i) in no event may a Request or Amendment Request be submitted to Issuer, and no Letter of Credit (or Amendment thereto) shall be issued, after the Issuance Period unless expressly consented to in writing by Issuer, (ii) no Letter of Credit shall have an expiration date later than one (1) year after the date of issuance thereof (provided, that any Letter of Credit may, upon the request of Applicant, include a provision whereby such Letter of Credit shall be renewed automatically for additional consecutive periods of one year or less unless Issuer notifies the beneficiary thereof within the time period specified in such Letter of Credit or, if no such time period is specified, at least 30 days prior to the then-applicable expiration date, that such Letter of Credit will not be renewed) and (iii) and no Letter of Credit (or Amendment thereto) shall be issued if after giving effect thereto, the aggregate Stated Amount of the Letters of Credit hereunder would exceed the Maximum Stated Amount.

4. Reimbursement.

(a) Applicant shall reimburse Issuer for the amount of any drawing honored under a Letter of Credit and paid by Issuer (and any taxes, fees, charges or other costs reasonably incurred by Issuer in connection with such payment) (the "L/C Reimbursement Amount") in immediately available funds (i) no later than 3 p.m. on the day (which shall be a Business Day) on which payment is made by Issuer under a Letter of Credit, provided that Issuer notifies Applicant in writing (which, for the avoidance of doubt, shall include email and other electronic commission) by noon on such date that Issuer has made such payment under such Letter of Credit or (ii) if Issuer notifies Applicant after noon on the date of such payment, then by 11 a.m. on the next Business Day following receipt of such written notice by Applicant; provided that the failure of Issuer to so notify Applicant, and any delay in so notifying Applicant, shall not relieve, limit or otherwise affect any obligation of Applicant under this Agreement or any related document; provided, further, that if the Applicant does not pay the L/C Reimbursement Amount by the time specified above, then the Issuer shall withdraw such L/C Reimbursement Amount from the Collateral Account, which withdrawal, so long as such withdrawal is equal to the L/C Reimbursement Amount, shall satisfy the Applicant's reimbursement obligation with respect to such L/C Reimbursement Amount for all purposes under this Agreement.

(b) Without duplication of any amount paid or deemed paid pursuant to Section 4, Applicant shall pay to Issuer, on demand, all Issuer Costs as more specifically set forth in Section 8(b).

(c) Applicant shall pay to Issuer the full L/C Reimbursement Amount in cash no later than the Termination Date.

5. Covenants.

(a) Prior to the issuance by Issuer of any Letter of Credit (or any Amendment thereto) hereunder (including pursuant to Section 2 hereof) and as a condition precedent thereto, Applicant shall provide Issuer a cash sum for deposit in the Collateral Account so that, when combined with the aggregate Net Asset Value of all cash from Applicant already on deposit in the Collateral Account, the Collateral Account, with respect to Applicant, contains assets with an aggregate Net Asset Value equal to or greater than the Minimum Collateral Base.

(b) In the event that there is a decline or reduction in the Net Asset Value as determined in accordance with Section 6(a), Applicant shall provide Issuer additional amounts in cash to be deposited in the Collateral Account in such amounts and in the manner required pursuant to Section 6(c).

(c) Applicant hereby agrees that it will (i) comply in all material respects with all U.S. and foreign laws, regulations and rules now or later applicable to any Letter of Credit or this Agreement and the transactions contemplated thereunder and hereunder, or Applicant's execution, delivery and performance under this Agreement, (ii) inform Issuer promptly upon Applicant becoming aware of the occurrence of an Event of Default and (iii) preserve and maintain in full force and effect its corporate existence and good standing under the laws of its jurisdiction of organization.

(d) Applicant hereby agrees that, until the Termination Date, it will furnish to Issuer the financial, statements, reports and notices required to be delivered to the Credit Agreement Agent pursuant to the Credit Agreement (simultaneously with such delivery to the Credit Agreement Agent).

(e) Applicant shall use the proceeds of the Letters of Credit solely for the Permitted Uses.

6. Collateral Account Monitoring and Shortfalls.

(a) Applicant agrees that the value of assets on deposit in the Collateral Account will be monitored by Issuer according to Issuer's standard operating procedures, and that the value of assets in the Collateral Account, net of any applicable banking or brokerage fees and commissions (the "Net Asset Value"), will be calculated by Issuer on a daily basis in a commercially reasonable manner.

(b) Issuer will, in the event that the aggregate Net Asset Value of the Collateral Account with respect to Applicant, as calculated on any Business Day, is less than the Minimum Collateral Base, on such day (a "Notice Date"), notify Applicant of such shortfall by facsimile transmission with telephone confirmation (a "Shortfall Notice"). If a Shortfall Notice is given prior to 10:00 am on a Business Day, then such Business Day shall be the "Shortfall Date", provided that if such notice is given after 10:00 am on a Business Day or on a day that is not a Business Day, then the subsequent Business Day shall be the "Shortfall Date". The

Shortfall Notice shall include (i) the aggregate Net Asset Value of the Collateral Account with respect to Applicant as of the Notice Date, (ii) the amount of the L/C Outstandings (and any accrued interest thereon) on the Notice Date, and (iii) a calculation showing the amount that Applicant is required to provide Issuer for contribution to the Collateral Account, as set forth in Section 6(c) (the "Shortfall Amount").

(c) The Shortfall Amount shall be an amount equal to (i) the Minimum Collateral Base on the applicable Notice Date minus (ii) the aggregate Net Asset Value of the Collateral Account with respect to Applicant on such Notice Date. Applicant agrees to provide Issuer for contribution to the Collateral Account additional amounts in cash equal to the Shortfall Amount prior to 4:00 pm on the relevant Shortfall Date.

7. Representations and Warranties. Applicant represents and warrants as follows on the date hereof and as of the date of issuance of each Letter of Credit (or as of the date of any Amendment thereto):

(a) It is a corporation duly organized, validly existing and in good standing under the laws of Delaware and has all the requisite powers and all material government licenses, authorizations, consents and approvals required to carry on its business as now conducted.

(b) The (i) execution, delivery and performance by it of this Agreement, (ii) the granting of the Liens granted by it (including the first priority nature thereof in accordance with the Collateral Agent Agreement) pursuant to Section 11 hereof, (iii) the perfection or maintenance of the Liens created by Section 11 hereof, and (iv) the granting of authority to Issuer with respect to the exercise of its rights hereunder or under any other related document or remedies in respect of the Collateral Account, are within its corporate powers, have been duly authorized by all necessary corporate action (including all Governing Body resolutions, true and correct copies of which have been or will have been delivered to Issuer on the date of the initial Request), require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene, or constitute a default under, any provision of applicable law or regulation or of constituent documents of Applicant, as the case may be, or of any agreement, judgment, injunction, order, decree or other instrument binding upon Applicant, as the case may be, or any of its subsidiaries, or result in the creation or imposition of any Lien on the Collateral Account, except the Liens created by Section 11 hereof, except to the extent that failure to take such action, make such filing, such contravention or default could not reasonably be expected to have a Material Adverse Effect.

(c) This Agreement has been duly executed and delivered by Applicant. This Agreement constitutes a legal, valid and binding agreement of Applicant, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(d) Issuer has a valid, perfected security interest in and lien on all of the Collateral, subject to no other Lien (other than the Credit Agreement Liens) securing all Obligations hereunder and all filings and other actions necessary to perfect such security interests have been duly taken. All funds provided by Applicant to Issuer hereunder is free and

clear of any Lien, except for the liens and security interests created hereunder and the Credit Agreement Liens, and Applicant was the legal and beneficial owner thereof at the time provided to Issuer.

(e) Both before and after the issuance of each Letter of Credit (or Amendment thereto), no Event of Default shall have occurred and be continuing.

(f) Applicant is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(g) Except as previously disclosed to the Issuer in writing, there are no actions, suits or proceedings by or before any arbitrator or governmental authority pending against or, to the knowledge of the Applicant, threatened in writing against or affecting Holdings, the Applicant or any Subsidiary that could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(h) After taking into account all applicable rights of indemnity and contribution, (a) the fair value of the assets of Holdings, the Applicant and its Subsidiaries, taken as a whole, at a fair valuation, will exceed their debts and liabilities, subordinated, contingent or otherwise, (b) the present fair saleable value of the property of Holdings, the Applicant and its Subsidiaries, taken as a whole, will be greater than the amount that will be required to pay the probable liability of their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured, (c) Holdings, the Applicant and its Subsidiaries, taken as a whole, will be able to pay their debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured, and (d) Holdings, the Applicant and its Subsidiaries, taken as a whole, will not have unreasonably small capital with which to conduct the business in which they are engaged as such business is now conducted and is proposed to be conducted following the Effective Date. For purposes of this clause (h), the amount of any contingent liability at any time shall be computed as the amount that, in the light of all of the facts and circumstances existing at such time, represents the amount that could reasonably be expected to become an actual or matured liability.

(i) There is no Shortfall Amount.

All representations and warranties made or deemed made in this Agreement shall survive the execution and delivery of this Agreement and the issuance of any Letter of Credit (or any Amendment thereto).

8. Issuance Fee/Issuer Costs.

(a) So long as any Letter of Credit then remains undrawn, an issuance fee shall be deemed to accrue upon the total outstanding principal amount of such Letter of Credit at a rate per annum equal to 0.50% per annum (or such other percentage subsequently agreed to in writing by Issuer and Applicant), payable on the last Business Day of each March, June, September and December (i.e., every 90 days) in arrears, it being understood that the first such quarterly period shall commence on the date of the first issuance of a Letter of Credit hereunder. The issuance fee hereunder shall be computed on the basis of a year of 360 days, and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(b) Applicant agrees to pay to Issuer, on demand, all reasonable costs and expenses (including attorney's fees) (collectively, the "Issuer Costs") that Issuer may pay or incur, or has already paid or incurred on or prior to the date hereof, in connection with the issuance of any Letter of Credit (or any Amendment thereto) and the negotiation, preparation, execution, performance and delivery of this Agreement and the transactions contemplated hereby and thereby, as well as in connection with the enforcement of, and preservation of Issuer's rights hereunder and thereunder, including, without limitation:

(i) increased costs to Issuer or any entity controlling Issuer arising from the imposition or modification or effectiveness after the date hereof of any reserve, special deposit, insurance, or similar requirement or from a change in the basis of taxation (other than by a change in taxation of the overall net income of Issuer or such entity) including fees or charges with respect to any Letters of Credit issued by Issuer;

(ii) directly or indirectly increased costs to Issuer or any entity controlling Issuer for issuing or maintaining any Letter of Credit, arising from any change in any applicable law, rule, regulation or request or directive (whether or not having the force of law) imposed or becoming effective after the date hereof by any governmental authority or agency imposing on Issuer or such entity or any other condition affecting this Agreement or any Letter of Credit (or any Amendment thereto) or its issuance (including as to capital adequacy); and

(iii) all sums expended by Issuer, including, without limitation, reasonable attorney's fees, disbursements and court costs, in connection with the exercise of any right or remedy provided for herein, the preservation of the Collateral and Issuer's interest therein and the defense or prosecution of any actions, suits or proceedings arising out of or relating to the Collateral.

(c) Applicant also agrees to pay Issuer, on demand, an amount equal to any and all costs (including breakage costs) and expenses related to investments in the Collateral Account made during the continuance of an Event of Default, including by reason of the early liquidation or realization of investments therein, incurred in connection with this Agreement.

(d) If Issuer becomes entitled to claim any additional amount pursuant to Section 8(b), it shall promptly notify Applicant of the event by reason of which it has become so entitled. A certificate as to any additional amount payable pursuant to Section 8(b) or (c), showing in reasonable detail the determination of the additional amount claimed, submitted by Issuer to Applicant shall be conclusive in the absence of manifest error. The agreements in this Section 8 shall survive the termination of this Agreement and the payment of all other amounts payable hereunder.

9. Taxes. All payments made by Applicant under this Agreement shall be made free and clear of, and without deduction or withholding for or on account of, any present or future income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any governmental authority, excluding net income taxes and franchise taxes (imposed in lieu of net

income taxes) imposed on Issuer as a result of a present or former connection between Issuer and the jurisdiction of the governmental authority imposing such tax or political subdivision or taxing authority thereof or therein (other than any such connection arising solely from Issuer having executed, delivered or performed its obligations or received a payment under, or enforced, this Agreement or a Letter of Credit). If any such non-excluded taxes, levies, imposts, duties, charges, fees, deductions or withholdings ("Non-Excluded Taxes") are required to be withheld from any amounts payable to Issuer hereunder, the amounts so payable to Issuer shall be increased to the extent necessary to yield to Issuer (after payment of all Non-Excluded Taxes) amounts payable hereunder at the rates or in the amounts specified in this Agreement. Whenever any Non-Excluded Taxes are payable by Applicant, as promptly as possible Applicant shall send to Issuer a certified copy of an original official receipt received by Applicant showing payment thereof (or if such document is not reasonably available to Applicant, other documentary evidence of payment). If Applicant fails to pay any Non-Excluded Taxes when due to the appropriate taxing authority or fails to remit to Issuer the required receipts or other required documentary evidence, Applicant shall indemnify Issuer for any incremental taxes, interest or penalties that may become payable by it as a result of any such failure. The agreements in this Section 9 shall survive the termination of this Agreement and the payment of all other amounts payable hereunder.

10. Indemnity. Applicant hereby agrees to indemnify and hold harmless Issuer and its affiliates and their respective directors, officers, employees, agents and advisors ("Indemnified Parties"), on demand and to the fullest extent legally permissible, and hold each of them harmless from and in respect of any and all losses, damages, liabilities, expenses (including, without limitation, expenses of investigation and defense and reasonable fees and disbursements of counsel), claims, liens or other obligations of any nature whatsoever (including, without limitation, the costs of enforcing this provision) that may arise out of any claim in any connection whatsoever with this Agreement or a Letter of Credit, whether or not Issuer or such other Indemnified Parties are party to any such action and whether or not brought by third parties or Applicant or its affiliates, other than losses, damages, liabilities, expenses, claims, liens or other obligations that (x) may arise out of an Indemnified Party's gross negligence, bad faith or willful misconduct, (y) resulted from a material breach of the Issuer Documents by such Indemnified Party or (z) arise from disputes between or among Indemnified Parties that do not involve an act or omission by Holdings, the Borrower or any Subsidiary, in each case, as determined by a court of competent jurisdiction in a non-appealable final judgment. The agreements in this Section 10 shall survive the termination of this Agreement and the payment of all other amounts payable hereunder.

11. Security Interest.

(a) To secure all of Applicant's contingent and absolute obligations to Issuer under, arising out of or in connection with this Agreement (the "Obligations"), Applicant pledges to Issuer, and grants to Issuer a first priority continuing security interest in, all of Applicant's right, title and interest (whether now owned or hereafter acquired) in, under and to the funds provided by Applicant to Issuer hereunder and deposited or held (or to be deposited or held) in the Collateral Account, all security entitlements with respect to all financial assets from time to time credited to the Collateral Account, all cash from time to time deposited or held in or credited to the Collateral Account, and all financial assets, dividends, distributions, return of

capital, interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such security entitlements or financial assets and all warrants, rights or options issued thereon or with respect thereto, and all proceeds thereof (including any interest earned on funds on deposit in the Collateral Account, which shall be credited to the Applicant, and retained in the Collateral Account) in respect of such funds (the "Collateral"). Applicant agrees that the Collateral shall be released from the Liens created hereby only upon (A) the expiration or termination of all Letters of Credit in accordance with their respective terms, (B) payment in full in cash of all Obligations, and (C) so long as no Event of Default is continuing, in the event the amount of the funds in the Collateral Account exceeds the Minimum Collateral Base and there is no Shortfall Amount, the funds equal to such excess shall be paid to Applicant upon its request to Issuer, provided that Applicant shall bear any and all costs (including breakage costs) and expenses related to investments in the Collateral Account, including by reason of the early liquidation or realization of investments therein, incurred in connection with such lien release.

(b) This Agreement secures the payment of all Obligations of Applicant now or hereafter existing hereunder, under any Letter of Credit and under any other related documents, whether direct or indirect, absolute or contingent.

(c) Until each Letter of Credit has expired or been terminated in accordance with its terms and all Obligations have been paid in full in cash, it is agreed that: (i) that interest shall accrue on cash provided by Applicant for deposit in the Collateral Account at a rate per annum equal to the Federal Funds Rate minus fifteen (15) basis points; (ii) Applicant shall not, and shall have no right to, deliver or make any entitlement orders or other directions concerning the Collateral or the Collateral Account; (iii) Issuer shall have exclusive control over the Collateral Account and the funds, assets and properties therein; provided that amounts shall be withdrawn from the Collateral Account solely to satisfy the Obligations of Applicant in accordance with the terms of this Agreement; and (iv) Applicant will not create, incur, assume or suffer to exist any Lien on or with respect to the Collateral (except the Liens created by this Section 11 or the Credit Agreement Liens).

(d) At the sole expense of Applicant, Applicant shall do all such acts, and shall execute and deliver to Issuer, as applicable, all such financing statements, certificates, instruments and other documents and shall do and perform or cause to be done all matters and such other things necessary to be done as Issuer may reasonably request from time to time for the purpose of effectively perfecting, maintaining and preserving Issuer's security interest and the benefits intended to be granted to Issuer hereunder.

(e) Applicant warrants and shall defend the right, title and interest of Issuer in and to all Collateral against all adverse claims and demands (other than those adverse claims and demands permitted under the terms of the Credit Agreement).

(f) Except for Credit Agreement Liens, Applicant shall not sell, assign, transfer or otherwise dispose of, or grant any option with respect to, pledge or otherwise encumber any of the Collateral or any interest therein without the prior written consent of Issuer.

(g) Anything herein to the contrary notwithstanding, (i) Applicant shall remain liable under any contracts and agreements related to the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by Issuer of any of the rights hereunder shall not release Applicant from any of its duties or obligations under the contracts and agreements relating to the Collateral, and (iii) Issuer shall not have any obligation or liability under the contracts and agreements relating to the Collateral by reason of this Agreement or any Letter of Credit, nor shall Issuer be obligated to perform any of the obligations or duties of Applicant thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

(h) Applicant hereby authorizes Issuer to file one or more UCC-1 or UCC-3 or other financing or continuation statements, and amendments thereto, relating to all or any part of the Collateral without the signature of Applicant where permitted by law. A photocopy or other reproduction of this Agreement, or any financing statement covering the Collateral or any part thereof, shall be sufficient as a financing statement where permitted by law.

(i) Without duplication of Section 18, expenses incurred by Issuer in connection with the taking of any action permitted by this Section 11 to enforce, protect or perfect its security interest and Lien in the Collateral shall be payable by Applicant on demand and shall constitute Obligations secured hereby.

(j) Applicant hereby irrevocably appoints Issuer as Applicant's attorney-in-fact, with full authority in the place and stead of Applicant and in the name of Applicant or otherwise, upon the occurrence of an Event of Default that is continuing, to take any action and to execute any instrument that Issuer may deem necessary or reasonably advisable to accomplish the purposes of this Agreement or to continue or enforce its security interest in the Collateral, including, without limitation, (i) to receive, endorse and collect all instruments made payable to Applicant representing any payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same, (ii) to invest and reinvest the Collateral (including any proceeds from Collateral that matures) as it may deem appropriate, all of such investments, reinvestments and proceeds to remain in the Collateral Account until a release is authorized in accordance with the last sentence of Section 11(a) above, and (iii) to file any claims or take any action or institute any proceedings that Issuer may deem necessary or reasonably desirable for the collection of any of the Collateral or otherwise to enforce compliance with the rights of Issuer with respect to any of the Collateral.

(k) The powers conferred on Issuer hereunder are solely to secure the payment and performance of the Obligations, and shall not impose any duty upon it to exercise any such powers. Issuer shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which an ordinary person accords its own property, it being understood that Issuer shall not have any responsibility for taking any necessary steps to preserve rights against any parties with respect to any Collateral other than (i) the safe custody of any Collateral under its control or dominion, (ii) the accounting for monies actually received by it hereunder, and (iii) the application of monies in accordance with this Agreement.

12. Obligation Absolute. To the fullest extent permitted by applicable law, the obligations of Applicant under this Agreement shall be absolute, unconditional and irrevocable, and shall be paid or performed strictly in accordance with the terms of this Agreement under any and all circumstances, including, without limitation, the following circumstances:

(a) any lack of validity or enforceability of any Letter of Credit;

(b) any amendment or waiver of or any consent to depart from the terms of this Agreement or any Letter of Credit (except to the extent of such amendment, waiver, consent or departure);

(c) the existence of any claim, set-off, defense or other right which Applicant may have at any time against any Beneficiary or any transferee of any Letter of Credit (or any Persons for whom such Beneficiary or any such transferee may be acting), Issuer, or any other Person, whether in connection with this Agreement or otherwise;

(d) any statement or any other document presented under any Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect;

(e) payment by Issuer under any Letter of Credit against presentation of a draft or certificate which does not conform to the terms of such Letter of Credit;

(f) the failure by Issuer to honor any drawing under any Letter of Credit, or to make any payment demanded under such Letter of Credit, on the ground that the demand for such payment does not conform to the terms and conditions of such Letter of Credit, provided that such failure shall not have constituted the gross negligence or willful misconduct of Issuer;

(g) any error, omission, interruption or delay in transmission, dispatch or delivery of any message or advice, however transmitted, in connection with any Letter of Credit or a related draft or documents, except for errors or omissions caused by Issuer's gross negligence or willful misconduct;

(h) any dispute or claim between or involving Applicant and any Beneficiary;

(i) any lack of validity or enforceability of the obligation of Applicant to any Beneficiary for which a Letter of Credit has been provided as security; or

(j) any other circumstances or happening whatsoever, whether or not similar to any of the foregoing, provided that such circumstances or happening shall not have constituted the gross negligence or willful misconduct of Issuer;

provided that any determination of Issuer's gross negligence or willful misconduct shall have been made by a court of competent jurisdiction in a non-appealable final judgment.

13. Standard of Care. Notwithstanding other provisions of this Agreement or applicable law, Issuer shall not be liable to Applicant for any action taken or omitted by Issuer

under or in connection with this Agreement, any Letter of Credit (or any Amendment thereto) or a related draft or documents, if done in the absence of gross negligence and willful misconduct and in accordance with any mandatory standard of care applicable under the Uniform Commercial Code of the State of New York (the "UCC") and the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500 (provided that in the event of a conflict, the applicable provisions of the UCC shall govern to the extent of such conflict), as in effect from time to time, and, in any event, Issuer shall under no circumstances be liable for any special, exemplary, punitive or consequential damages.

14. Payments.

(a) Any payments not made by Applicant when due under this Agreement shall bear interest for each day until paid at a rate per annum equal to the sum of (i) the Base Rate plus (ii) 2.00% (two percent) per annum.

(b) All amounts due from Applicant hereunder to Issuer shall be paid to Issuer by wire transfer to the following account (or such other account notified to Applicant by Issuer in writing) in U.S. Dollars and in same day funds:

The Bank of New York, New York
ABA Number 021000018
Credit Suisse AG, Cayman Islands Branch
Account Number 8900492627

15. Events of Default.

(a) Each of the following shall be an "Event of Default" hereunder:

(i) Applicant shall fail to pay, or cause to be paid, any amount payable under Section 4(a) in full when due, or shall fail to pay, or cause to be paid, within three (3) Business Days after the due date thereof any other amount payable hereunder;

(ii) Applicant shall fail to observe or perform for a period of thirty (30) days any term of any of its covenants or agreements contained in this Agreement (other than those covered by Section 15(a)(i) above);

(iii) any representation, warranty, certification or statement made (or deemed made) by Applicant in this Agreement shall prove to have been incorrect or misleading in any material respect when made (or deemed made);

(iv) any Lien created by Section 11 shall at any time for any reason not constitute a valid and perfected Lien, subject to no other Lien (other than the Credit Agreement Liens), or Applicant shall so assert in writing;

(v) Applicant shall fail to contribute funds to the Collateral Account in an amount equal to the Shortfall Amount on any Shortfall Date, in accordance with Section 6 hereof;

(vi) This Agreement or any material provision of this Agreement shall at any time for any reason cease to be valid and binding on Applicant, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Applicant, or a proceeding shall be commenced by any governmental agency or authority having jurisdiction over Applicant seeking to establish the invalidity or unenforceability thereof, or Applicant shall deny that it has any or further liability or obligation under this Agreement; and

(vii) The occurrence and continuance of an "Event of Default" under, and as such term is defined in, the Credit Agreement;

(b) Upon the occurrence of an Event of Default, and upon every such occurrence, in addition to all rights and remedies set forth in this Agreement and/or otherwise available under applicable law:

(i) Issuer may declare all amounts (whether direct or contingent) payable hereunder to be, and such amounts shall thereupon become, immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by Applicant.

(ii) Issuer shall be entitled to apply, sell or otherwise liquidate and realize upon any and all funds, assets or property in the Collateral Account in satisfaction of the Obligations.

(iii) Issuer shall be entitled to set off against any or all the Obligations any amounts then owing by Issuer to Applicant (whether or not matured, whether or not contingent, and regardless of the currency, place of payment and booking office), including, without limitation, any and all deposits then held by Issuer to or for the credit or the account of Applicant.

(iv) Issuer may do any acts which it deems proper to protect the Collateral as security hereunder, and collect and sue upon the Collateral and receive any payments due thereon or any damages thereunder, and apply all sums received in connection with the Collateral to the payment of the Obligations in such order as Issuer shall determine.

(v) Issuer shall be entitled to require Applicant to deliver to Issuer all documents in the possession of Applicant relating to the Collateral, and Applicant shall promptly take such actions and furnish to Issuer such documents as Issuer deems necessary or appropriate, in its sole discretion, to enforce its rights with respect to the Collateral.

(vi) Issuer shall be entitled to direct the Deposit Bank to make all payments and deliveries under the Collateral directly to Issuer or its designee, and Applicant shall, upon request by Issuer and as applicable, execute and consent to all notices and directions given by Issuer to the Deposit

Bank, including transferring all Collateral to accounts maintained solely in the name of Issuer.

(vii) Issuer shall be entitled to exercise, or cause the exercise of, Applicant's rights under or in respect of any Collateral.

(viii) Issuer shall be entitled to exercise or cause the exercise of any other rights or remedies provided herein, in any document or instrument delivered pursuant hereto, under any other agreement or under applicable law (including, without limitation, any rights or remedies under the UCC).

(c) Issuer may enforce its rights and remedies hereunder without prior judicial process or hearing, and Applicant hereby expressly waives, to the fullest extent permitted by law, any right Applicant might otherwise have to require Issuer to enforce its rights by judicial process. Applicant also waives, to the fullest extent permitted by law, any defense Applicant might otherwise have to the Obligations secured hereby arising from use of nonjudicial process, enforcement and sale of all or any portion of the Collateral or from any other election of remedies.

(d) If the Collateral is insufficient to cover the payment in full of all Obligations, Applicant shall remain liable for any deficiency.

(e) The powers conferred on Issuer hereunder are solely for its benefit and do not impose any duty on Issuer to exercise any such powers. Following an Event of Default, Issuer shall have no duty of care as a secured party hereunder to Applicant as to any Collateral or with respect to the taking of any necessary steps to preserve rights against other parties or any other obligations pertaining to the Collateral, other than as may be expressly required by the UCC. Applicant waives all rights whatsoever against Issuer for any loss, expense, liability or damage suffered by Applicant as a result of actions taken by Issuer as secured party pursuant to this Agreement, except to the extent caused by the gross negligence or willful misconduct of Issuer, as determined by a court of competent jurisdiction in a non-appealable final judgment.

(f) Applicant hereby expressly waives, to the fullest extent permitted by law, every statute of limitation, right of redemption, any moratorium or redemption period, any limitation on a deficiency judgment, and any right which it may have to direct the order in which any of the Collateral shall be disposed of in the event of any disposition pursuant hereto.

16. Amendments; Waivers. Any provision of this Agreement may be amended, supplemented or waived if, but only if, such amendment, supplement or waiver is in writing and signed by each of Applicant and Issuer. In the case of any waiver, Applicant and Issuer shall be restored to their former positions and rights hereunder and any Event of Default waived shall be deemed to be cured and not continuing, but no such waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereon.

17. Notices. All notices, requests and demands to or upon the respective parties hereto shall be in writing (including by facsimile transmission) and shall be deemed to have been duly given or made (a) in the case of delivery by hand, when delivered or (b) in the

case of delivery by facsimile transmission, when sent and receipt has been confirmed, addressed as follows, or to such other address as may be hereafter notified by the respective parties hereto:

(i) Address for communications to Applicant:

Rural/Metro Corporation
9221 E. Via De Ventura, Scottsdale, Arizona 85258
Attention: Stephen Farber, Chief Financial Officer
Facsimile No.:
E-mail: stephen.farber@rmetro.com

(ii) Address for communications to Issuer:

Credit Suisse AG, Cayman Islands Branch
Eleven Madison Avenue, 23rd Floor
New York, New York 10010
Attention: Trade Finance/Services Dept.
Facsimile No.: 212-325-8315
E-Mail: list.ib-lettersofcredit-ny@credit-suisse.com

provided, however, that Applicant shall also deliver to Issuer all original Requests or Amendment Requests by mail following the delivery of such Requests or Amendment Requests by facsimile transmissions.

18. Costs and Expenses. Applicant agrees to pay, from time to time, on demand and on the date hereof, all reasonable costs and expenses of Issuer (including reasonable fees and disbursements of Issuer's counsel), in connection with the negotiation, preparation, execution and delivery of this Agreement and all Letters of Credit, as well as in connection with the enforcement of, and preservation of rights under, and ongoing advice, administration, and any modifications or amendments with respect to, this Agreement.

19. No Waiver; Remedies Cumulative. No failure to exercise, and no delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, remedies, powers and privileges provided under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law or in equity.

20. Successors and Assigns. This Agreement shall be binding upon each party and its successors and permitted assigns and shall inure to the benefit of and be enforceable by each party, its successors and permitted assigns. Applicant shall not transfer or otherwise assign any of its obligations under this Agreement and any assignment in violation of this Section 20 shall be null and void. Issuer may transfer or otherwise assign its rights and obligations under this Agreement to any affiliate of Issuer, any assignee or successor pursuant to operation of law or any assignee or successor pursuant to a merger, consolidation or amalgamation with or into, or transfer of all or substantially all of Issuer's assets to, another entity.

21. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

22. Right of Set-off. Issuer is hereby authorized upon the occurrence of an Event of Default that is continuing, to the fullest extent permitted by law, to set-off and apply any and all deposits (general or special, time or demand, provisional or final, including, without limitation, any amount held by Issuer pursuant to this Agreement or otherwise) at any time held and other indebtedness at any time owing by Issuer to or for the credit or the account of Applicant against any and all of the Obligations (now or hereafter existing) that are due and payable hereunder or under any related document. The rights of Issuer under this Section 22 are in addition to other rights and remedies (including, without limitation, other rights of set-off) that Issuer may have.

23. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

24. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

25. Submission to Jurisdiction. WITH RESPECT TO ANY SUIT, ACTION OR PROCEEDINGS ("PROCEEDING") RELATING TO THIS AGREEMENT OR ANY LETTER OF CREDIT, EACH OF APPLICANT AND ISSUER IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES DISTRICT COURT LOCATED IN THE BOROUGH OF MANHATTAN IN NEW YORK CITY AND WAIVES ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY PROCEEDINGS BROUGHT IN ANY SUCH COURT, WAIVES ANY CLAIM THAT SUCH PROCEEDINGS HAVE BEEN BROUGHT IN AN INCONVENIENT FORUM AND FURTHER WAIVES THE RIGHT TO OBJECT, WITH RESPECT TO SUCH PROCEEDINGS, THAT SUCH COURT DOES NOT HAVE ANY JURISDICTION OVER SUCH PARTY. EACH PARTY HEREBY AGREES THAT PROCESS SHALL BE DEEMED SERVED IF SENT TO ITS ADDRESS GIVEN FOR NOTICES UNDER THIS AGREEMENT AND THAT NOTHING IN THIS AGREEMENT SHALL AFFECT ISSUER'S RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW. APPLICANT HEREBY AGREES THAT FINAL JUDGMENT AGAINST IT IN ANY ACTION OR PROCEEDING SHALL BE ENFORCEABLE IN ANY OTHER JURISDICTION WITHIN OR OUTSIDE THE UNITED STATES BY SUIT ON THE JUDGMENT.

26. Waiver of Jury Trial. APPLICANT AND ISSUER EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY

PROCEEDING RELATING TO THIS AGREEMENT OR ANY LETTER OF CREDIT OR ANY COUNTERCLAIM THEREIN.

27. Waiver of Special, Punitive or Exemplary Damages. Each party waives, to the maximum extent not prohibited by law, any right it may have to claim or recover any special, exemplary, punitive or consequential damages in any Proceeding relating to this Agreement or any Letter of Credit.

28. Patriot Act. Issuer hereby notifies Applicant that pursuant to the requirements of the Patriot Act, Issuer is required to obtain, verify and record information that identifies Applicant and any applicable Beneficiary, which information includes the name and address of Applicant and such Beneficiary and other information that will allow Issuer to identify Applicant and such Beneficiary in accordance with the Patriot Act. Applicant shall, and shall cause each of its subsidiaries to, provide to the extent commercially reasonable, such information and take such actions as are reasonably requested by Issuer in order to assist Issuer in maintaining compliance with the Patriot Act.

29. Time. All references in this Agreement to a time of day refer to the time in New York City.

30. Termination. Applicant may terminate this Agreement on ten (10) days' prior notice to Issuer if there are no L/C Outstandings, provided that in any event, Sections 8, 9, 10, 11, 13, 14, 15(c)-(f), 16, 17, 18, 19, 21, 24, 25, 26 and 27 shall survive the termination of this Agreement. Upon termination of this Agreement, an amount equal to the excess of (a) cash provided by Applicant on deposit in the Collateral Account (including all interest thereon) on the date of such termination, over (b) any outstanding Obligations of Applicant, including, without limitation, L/C Outstandings and outstanding fees and expenses, shall be promptly returned to Applicant.

31. Entire Agreement. This Agreement, together with the exhibits hereto and all documents delivered pursuant to Section 3, as the case may be, represents the agreement of the parties hereto with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by Issuer or Applicant relative to subject matter hereof not expressly set forth or referred to herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly executed, all as of the day and year first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Issuer

By:_____
Name:
Title:

By:_____
Name:
Title:

RURAL/METRO CORPORATION,
as Applicant

By:_____
Name:
Title:

EXHIBIT A

FORM OF REQUEST FOR LETTER OF CREDIT

Credit Suisse AG, Cayman Islands Branch
One Madison Avenue, 2nd Floor
New York, New York 10010
Attention: Trade Finance/Services Department
Facsimile No.: 212-325-8315

[INSERT DATE]

Ladies and Gentlemen:

Reference is hereby made to the Letter of Credit Reimbursement and Security Agreement (as amended or otherwise modified from time to time, the "Agreement"), dated as of [●], by and between Credit Suisse AG, Cayman Islands Branch ("Issuer"), and Rural/Metro Corporation, a Delaware corporation ("Applicant"). All capitalized terms used but not defined herein have the respective meaning assigned thereto in the Agreement.

Pursuant to Section 3 of the Agreement, the undersigned hereby requests that Issuer (or any of Issuer's affiliates or branches) issue for the account of Applicant [__][1] Letter(s) of Credit, in the aggregate principal amount of $[_____] and in the form(s) attached hereto, for the benefit of the Beneficiary(ies) and in the amount set forth in such form(s).

Applicant hereby agrees and acknowledges that Issuer may elect to issue such Letter(s) of Credit in a form satisfactory in all respects to Issuer in its sole discretion, and that Issuer's obligation to effect such issuance shall be subject in all events to satisfaction of the conditions precedent set forth in Section 3 of the Agreement, including without limitation, satisfaction of Applicant's obligation set forth in Section 5(a) of the Agreement.

This notice shall be deemed part of the Agreement and shall be subject to all the terms and conditions set forth therein.

[signature page follows]

[1] Insert number of Letters of Credit being requested.

RURAL/METRO CORPORATION,
as Applicant

By:_____
Name:
Title:

EXHIBIT B

FORM OF REQUEST FOR AMENDMENT TO EXISTING LETTER OF CREDIT

Credit Suisse AG, Cayman Islands Branch
One Madison Avenue, 2nd Floor
New York, New York 10010
Attention: Trade Finance/Services Department
Facsimile No.: 212-325-8315

[INSERT DATE]

Ladies and Gentlemen:

Reference is hereby made to:

(a) the Letter of Credit Reimbursement and Security Agreement (as amended or otherwise modified from time to time, the "Agreement"), dated as of [●], by and between Credit Suisse AG, Cayman Islands Branch ("Issuer"), and Rural/Metro Corporation, a Delaware corporation ("Applicant"); and

(b) Letter of Credit No. [_____], issued on [_____] in the aggregate principal amount of $[_____] for the benefit of [ADD BENEFICIARY INFORMATION] [, as amended on [_____]][2] (the "Letter of Credit").

Pursuant to Section 3 of the Agreement, the undersigned hereby requests that Issuer (or any of Issuer's affiliates or branches) amend the Letter of Credit as follows:

[INSERT REQUESTED AMENDMENTS]

Applicant hereby agrees and acknowledges that such amendment shall be in a form satisfactory in all respects to Issuer in its sole discretion, and that Issuer's obligation to effect such amendment shall be subject in all events to satisfaction of the conditions precedent set forth in Section 3 of the Agreement, including without limitation, satisfaction of Applicant's obligation set forth in Section 5(a) of the Agreement.

All capitalized terms used but not defined herein have the meaning assigned thereto in the Agreement.

This notice shall be deemed part of the Agreement and shall be subject to all the terms and conditions set forth therein.

[signature page follows]

[2] Include this information if the referenced Letter of Credit has been previously amended.

RURAL/METRO CORPORATION,
as Applicant

By:_____
Name:
Title:

EXHIBIT C

FORM OF CERTIFICATE

Dated: [INSERT DATE][3]

The undersigned hereby certifies that:

1. He is a duly authorized _____ of Rural/Metro Corporation, a Delaware corporation ("**Applicant**").

2. This certificate (this "**Certificate**") is being furnished pursuant to Section 3(b)(ii) of the Letter of Credit Agreement (as defined below) to CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Issuer (in such capacity, "**Issuer**") under the Letter of Credit Reimbursement and Security Agreement (as amended or otherwise modified from time to time, the "Agreement"), dated as of [●], between Applicant and Issuer (as amended or otherwise modified from time to time, the "**Letter of Credit Agreement**").

3. [Since the Effective Date there have been no amendments made to the [INSERT NAME OF CONSTITUENT DOCUMENT] of Applicant, certified by the Secretary of State of _____ as of [INSERT DATE].] [Attached hereto as Annex A is a true, complete and correct copy of the [INSERT NAME OF CONSTITUENT DOCUMENT] of Applicant, certified by the Secretary of State of _____ as of [INSERT DATE] and in full force and effect as of and on the date hereof.][4]

4. [INSERT NAME] is authorized to act on behalf of Applicant with respect to the Letter of Credit Agreement and any other document delivered by Applicant in connection with the Letter of Credit Agreement to be executed by Applicant, and the signature of such person appearing on the Letter of Credit Agreement and any other document delivered by Applicant in connection with the Letter of Credit Agreement to be executed by Applicant is his genuine signature.

6. Each of the representations and warranties of Applicant set forth in the Letter of Credit Agreement (both before and after giving effect to the issuance of or Amendment to the Letter of Credit or Letters of Credit proposed to be issued or amended in connection with the submission of this Certificate) is true and correct on and as of the date hereof.

7. Applicant has complied with all of its covenants and fulfilled all of its obligations in the Letter of Credit Agreement required to be complied with or fulfilled prior to the date hereof.

8. Both before and after giving effect to the issuance of or Amendment to the Letter of Credit or Letters of Credit proposed to be issued or amended in connection with the

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[3] Insert the date on which the Letter of Credit is to be issued.

[4] Use this option for the initial Request.

submission of this Certificate, no event has occurred and is continuing which constitutes an Event of Default.

9. [Other, as may be required by Issuer.]

10. Capitalized terms used herein but not defined shall have the meanings assigned to them in the Letter of Credit Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, I have signed this Certificate as of the date first above written.

RURAL/METRO CORPORATION,
as Applicant

By:_____
Name:
Title:

EXHIBIT F

New Preferred Stock Certificate Designations

WP ROCKET HOLDINGS INC.

CERTIFICATE OF DESIGNATIONS ESTABLISHING THE POWERS, PREFERENCES RIGHTS, QUALIFICATIONS, LIMITATIONS AND RESTRICTIONS OF 15% SENIOR REDEEMABLE PREFERRED STOCK

Pursuant to Sections 103 and 151 of the
General Corporation Law of the State of Delaware

WP Rocket Holdings Inc., a Delaware corporation (the "**Company**"), hereby certifies that, pursuant to authority conferred upon the board of directors of the Company (the "**Board of Directors**") or any committee of the Board of Directors by its Certificate of Incorporation (the "**Charter**"), and pursuant to the provisions of Sections 103 and 151 of the General Corporation Law of the State of Delaware, the Board of Directors has duly approved and adopted the following resolution and fixed the terms and provisions of the 15% Senior Redeemable Preferred Stock as follows, which resolution remains in full force and effect on the date hereof:

RESOLVED, that pursuant to the authority vested in the Board of Directors by the Charter, the Board of Directors does hereby designate, create, authorize and provide for the issuance of up to 500,000,000 shares of 15% Senior Redeemable Preferred Stock, with the powers, preferences and relative, participating, optional and other special rights, and qualifications, limitations and restrictions thereof as follows:

(a) Designation. There is hereby created out of the authorized and unissued shares of preferred stock of the Company a series of preferred stock designated as the "*15% Senior Redeemable Preferred Stock*" (the "**Senior Preferred Stock**"). The number of shares constituting such series shall be 500,000,000 shares of Senior Preferred Stock, consisting of an initial issuance of 136,450,000 shares of Senior Preferred Stock plus additional shares of Senior Preferred Stock which may be issued to pay dividends on the Senior Preferred Stock. The liquidation preference of the Senior Preferred Stock shall be $1.00 per share (the "**Liquidation Preference**").

(b) Rank. The Senior Preferred Stock shall, with respect to dividend distributions and distributions upon the liquidation, winding-up and dissolution of the Company, rank senior to all classes of common stock of the Company and to each other class of capital stock or series of preferred stock hereafter created by the Board of Directors, the terms of which do not expressly provide that it ranks senior to or on a parity with the Senior Preferred Stock as to dividend distributions and distributions upon the liquidation, winding-up and dissolution of the Company (collectively referred to with the common stock of the Company as "**Junior Securities**"). The Senior Preferred Stock shall, with respect to dividend distributions and distributions upon the liquidation, winding-up and dissolution of the Company, rank on a parity with any class of capital stock or series of

preferred stock hereafter created by the Board of Directors which has been approved by the Holders of the Senior Preferred Stock in accordance with paragraph (f)(ii)(A) and the terms of which expressly provide that it ranks on a parity with the Senior Preferred Stock as to dividend distributions and distributions upon the liquidation, winding-up and dissolution of the Company ("**Parity Securities**"). The Senior Preferred Stock shall, with respect to dividend distributions and distributions upon the liquidation, winding-up and dissolution of the Company, rank junior to each class of capital stock or series of preferred stock hereafter created by the Board of Directors which has been approved by the Holders of the Senior Preferred Stock in accordance with paragraph (f)(ii)(A) and the terms of which expressly provide that it ranks senior to the Senior Preferred Stock as to dividend distributions and distributions upon the liquidation, winding-up and dissolution of the Company ("**Senior Securities**").

(c) Dividends.

(i) The Holders of the outstanding shares of Senior Preferred Stock shall be entitled to receive, when, as and if declared by the Board of Directors, out of funds legally available therefor, cumulative preferential dividends on each share of Senior Preferred Stock at a rate *per annum* equal to 15% of the Liquidation Preference of the Senior Preferred Stock, accruing and payable quarterly, in arrears. All dividends will be cumulative from the date of issuance, shall accumulate to the extent they are not paid on a Dividend Payment Date for the quarterly period to which they relate and shall accumulate on a daily basis whether or not dividends are declared by the Board of Directors. Dividends on the Senior Preferred Stock, when, as and if declared by the Board of Directors, shall be paid in additional fully-paid and non-assessable shares of Senior Preferred Stock legally available for such purpose (such dividends paid in kind being herein called "**PIK Dividends**"). PIK Dividends shall be paid by delivering to the record Holders of Senior Preferred Stock a number of shares of Senior Preferred Stock determined by dividing the total amount of the dividend which is payable on the Dividend Payment Date to such Holders (rounded to the nearest whole cent) by the Liquidation Preference of the Senior Preferred Stock. The issuance of any such PIK Dividend in such amount shall constitute full payment of such dividend. The Company shall not issue fractional shares of Senior Preferred Stock to which Holders may become entitled pursuant to this subparagraph. Any fractional share of Senior Preferred Stock that the Holder would otherwise be entitled to receive pursuant to this paragraph (c)(i) shall be rounded to the next higher or lower whole number as follows: (A) fractions equal to or greater than ½ will be rounded up to the next higher whole number; and (B) fractions less than ½ will be rounded down to the next lower whole number. No consideration will be provided in lieu of fractional shares of Senior Preferred Stock that are rounded down. Any additional shares of Senior Preferred Stock issued pursuant to this paragraph shall be governed by this resolution and shall be subject in all respects, except as to the date of issuance and date from which dividends accrue as set forth below, to the same terms as the shares of Senior Preferred Stock originally issued hereunder. Each distribution in the form of a dividend shall be payable to Holders of record as they appear on the stock books of the Company on such record dates, not less than 10 nor more than 30 days preceding the related Dividend Payment Date, as shall be fixed by the Board of Directors. Dividends shall cease to accrue in respect of shares of the Senior Preferred Stock on the date of their redemption

unless the Company shall have failed to pay the relevant redemption price on the date fixed for redemption.

(ii) Nothing herein contained shall in any way or under any circumstances be construed or deemed to require the Board of Directors to declare, or the Company to pay or set apart for payment, any dividends on shares of the Senior Preferred Stock at any time.

(iii) PIK Dividends on account of arrears for any past Dividend Period may be declared and paid at any time, without reference to any regular Dividend Payment Date, to Holders of record on such date, not more than 30 days prior to the payment thereof, as may be fixed by the Board of Directors.

(iv) No full dividends shall be declared by the Board of Directors or paid or funds set apart for payment of dividends by the Company on any Parity Securities (except dividends in the form of additional shares of Parity Securities) for any period unless full cumulative accrued PIK Dividends shall have been, or contemporaneously are, declared and paid in full. If any dividends are not paid in full, as aforesaid, upon the shares of the Senior Preferred Stock and any other Parity Securities, all dividends declared upon shares of the Senior Preferred Stock and any other Parity Securities shall be declared *pro rata* based on the relative liquidation preference of the Senior Preferred Stock and such Parity Securities. So long as any shares of the Senior Preferred Stock are outstanding, the Company shall not make any payment on account of, or set apart for payment, money for a sinking or other similar fund for, the purchase, redemption or other retirement of, any of the Parity Securities or any warrants, rights, calls or options exercisable for or convertible into any of the Parity Securities, and shall not permit any corporation or other entity directly or indirectly controlled by the Company to purchase or redeem any of the Parity Securities or any such warrants, rights, calls or options (except for payments which are in the form of additional shares of Parity Securities or Junior Securities) unless full accrued dividends determined in accordance herewith on the Senior Preferred Stock shall have been paid or contemporaneously are declared and paid in full.

(v) Holders of shares of the Senior Preferred Stock shall be entitled to receive the dividends provided for in paragraph (c)(i) hereof in preference to and in priority over any dividends upon any of the Junior Securities.

(vi) So long as any shares of Senior Preferred Stock are outstanding, the Company shall not (1) declare, pay or set apart for payment any dividend on any of the Junior Securities or make any payment on account of, or set apart for payment money for a sinking or other similar fund for, the purchase, redemption or other retirement of, any of the Junior Securities or any warrants, rights, calls or options exercisable for or convertible into any of the Junior Securities (except for payments or dividends in the form of additional shares of Junior Securities), (2) make any distribution in respect thereof, either directly or indirectly, and whether in cash, obligations or shares of the Company or other property (other than distributions or dividends in Junior Securities to the holders of Junior Securities), or (3) permit any corporation or other entity directly or indirectly controlled by the Company to purchase or redeem any of the Junior Securities or any such warrants,

rights, calls or options, unless in any such case full accrued dividends determined in accordance herewith on the Senior Preferred Stock shall have been paid or contemporaneously are declared and paid in full.

(vii) Dividends payable on shares of the Senior Preferred Stock for any period less than a year (based upon the number of actual days elapsed during the period) shall be computed on the basis of a 360-day year of twelve 30-day months. If any Dividend Payment Date occurs on a day that is not a Business Day, any accrued dividends otherwise payable on such Dividend Payment Date shall be paid on the next succeeding Business Day.

(d) Liquidation Preference.

(i) Upon any voluntary or involuntary liquidation, dissolution or winding-up of the Company, Holders of Senior Preferred Stock shall be entitled to be paid, out of the assets of the Company available for distribution, the Liquidation Preference, plus, without duplication, an amount in cash equal to all accrued and unpaid dividends thereon to the date fixed for liquidation, dissolution or winding-up (including an amount in cash equal to a prorated dividend for the period from the last Dividend Payment Date to the date fixed for liquidation, dissolution or winding-up), before any distribution is made on any Junior Securities, including, without limitation, common stock of the Company. If, upon any voluntary or involuntary liquidation, dissolution or winding-up of the Company, the amounts payable with respect to the Senior Preferred Stock and all other Parity Securities are not paid in full, the Holders of the Senior Preferred Stock and the Parity Securities will share equally and ratably in any distribution of assets of the Company in proportion to the full liquidation preference and accrued and unpaid dividends to which each is entitled. After payment of the full amount of the liquidation preferences and accrued and unpaid dividends to which they are entitled, the Holders of shares of Senior Preferred Stock will not be entitled to any further participation in any distribution of assets of the Company.

(ii) For the purposes of this paragraph (d), the consolidation or merger with or into, or sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the Company's property or assets, in one or more related transactions, to another person or entity shall not be deemed to be a liquidation, dissolution or winding-up of the Company unless a determination that such will constitute a liquidation, dissolution or winding-up of the Company is specifically approved in such transactions by the affirmative vote or consent of Holders of at least a majority of the outstanding shares of Senior Preferred Stock.

(e) Redemption.

(i) Conditional Mandatory Redemption.

(A) On the first Potential Mandatory Redemption Date upon which the EBITDA Condition is met, if any, the Company shall (subject to contractual and other restrictions with respect thereto and to the legal availability of funds therefor) redeem from any source of funds legally available therefor, in the

manner provided in paragraph (e)(iii) hereof, all of the shares of the Senior Preferred Stock then outstanding, at a redemption price per share in cash equal to 100% of the Liquidation Preference, plus, without duplication, an amount in cash equal to all accrued and unpaid dividends per share (including an amount in cash equal to a prorated dividend for the period from the Dividend Payment Date immediately prior to the Redemption Date to the Redemption Date) (the "**Maturity Mandatory Redemption Price**"). If any shares of Senior Preferred Stock then outstanding are not redeemed on March 31, 2021 (unless extended by the consent of Holders of a majority of the outstanding shares of Senior Preferred Stock) (whether or not any contractual or other restrictions apply to such redemption and whether or not funds are legally available therefor), then the Maturity Mandatory Redemption Price with respect to such shares of Senior Preferred Stock shall increase by (i) 1% *per annum* for the 180-day period following March 31, 2021 (unless extended by the consent of Holders of a majority of the outstanding shares of Senior Preferred Stock) and (ii) 2% *per annum* thereafter, in each case, until such shares of Senior Preferred Stock are redeemed in full, in each case computed on the basis of a 360-day year of twelve 30-day months.

(ii) Optional Redemption.

(A) The Company may at its option from time to time (subject to contractual and other restrictions with respect thereto and to the legal availability of funds therefor) redeem, in the manner provided in paragraph (e)(iii) hereof, all or less than all of the shares of the Senior Preferred Stock then outstanding, at a redemption price per share in cash equal to 100% of the Liquidation Preference, plus, without duplication, an amount in cash equal to all accrued and unpaid dividends per share (including an amount in cash equal to a prorated dividend for the period from the Dividend Payment Date immediately prior to the Redemption Date to the Redemption Date) (the "**Optional Redemption Price**"). If less than all the outstanding shares of Senior Preferred Stock are to be redeemed pursuant to this paragraph (e)(ii)(A), such shares will be redeemed on a pro rata basis from each Holder of the Senior Preferred Stock.

(iii) Procedures for Redemption.

(A) At least 10 days and not more than 60 days prior to the date fixed for any redemption of the Senior Preferred Stock, written notice (the "**Redemption Notice**") shall be given by first-class mail, postage prepaid, to each Holder of record on the record date fixed for such redemption of the Senior Preferred Stock at such Holder's address as the same appears on the stock register of the Company, *provided* that no failure to give such notice nor any deficiency therein shall affect the validity of the procedure for the redemption of any shares of Senior Preferred Stock to be redeemed except as to the Holder or Holders to whom the Company has failed to give said notice or except as to the Holder or Holders whose notice was defective. The Redemption Notice shall state: (1) whether the redemption is pursuant to paragraph (e)(i) or paragraph (e)(ii) hereof,

including with respect to a redemption pursuant to paragraph (e)(i) hereof notice of satisfaction of the EBITDA Condition; (2) Maturity Mandatory Redemption Price or the Optional Redemption Price, as the case may be; (3) whether all or less than all the outstanding shares of the Senior Preferred Stock are to be redeemed, the total number of shares of the Senior Preferred Stock being redeemed and the manner of selecting the shares to be redeemed on a pro rata basis if less than all the outstanding shares are to be redeemed; (4) the number of shares of Senior Preferred Stock held, as of the appropriate record date, by the Holder that the Company intends to redeem; (5) the date fixed for redemption; (6) that the Holder is to surrender to the Company, at the place or places where certificates for shares of Senior Preferred Stock are to be surrendered for redemption, in the manner and at the price designated, his certificate or certificates representing the shares of Senior Preferred Stock to be redeemed; and (7) that dividends on the shares of the Senior Preferred Stock to be redeemed shall cease to accrue on such Redemption Date unless the Company defaults in the payment of the Maturity Mandatory Redemption Price or the Optional Redemption Price, as the case may be.

(B) Each Holder of Senior Preferred Stock shall surrender the certificate or certificates representing such shares of Senior Preferred Stock to the Company, duly endorsed, in the manner and at the place designated in the Redemption Notice, and on the Redemption Date the full Maturity Mandatory Redemption Price or the Optional Redemption Price, as the case may be, for such shares shall be payable in cash to the Person whose name appears on such certificate or certificates as the owner thereof, and each surrendered certificate shall be cancelled and retired. In the event that less than all of the shares represented by any such certificate are redeemed, a new certificate shall be issued representing the unredeemed shares.

(C) Unless the Company defaults in the payment in full of the applicable redemption price on the Redemption Date, dividends on the Senior Preferred Stock called for redemption shall cease to accrue on the Redemption Date, and the Holders of such redeemed shares shall cease to have any further rights with respect thereto on the Redemption Date, other than the right to receive the Maturity Mandatory Redemption Price or the Optional Redemption Price, as the case may be, without interest.

(f) Voting Rights.

(i) The Holders of shares of the Senior Preferred Stock, except as otherwise required under Delaware law or as set forth in paragraph (f)(ii) or paragraph (f)(iii), shall not be entitled or permitted to vote on any matter required or permitted to be voted upon by the stockholders of the Company.

(ii) Approval Rights.

(A) Except for Excluded Issuances, so long as any shares of the Senior Preferred Stock are outstanding, the Company shall not authorize or issue any

Senior Securities or Parity Securities without the affirmative vote or consent of Holders of a majority of the outstanding shares of Senior Preferred Stock, voting or consenting, as the case may be, separately as one class, given in person or by proxy, either in writing or by resolution adopted at an annual or special meeting.

(B) The affirmative vote or consent of Holders of at least a majority of the outstanding shares of Senior Preferred Stock, voting or consenting, as the case may be, separately as one class, whether voting in person or by proxy, either in writing or by resolution adopted at an annual or special meeting, may waive compliance with or may amend any provision of this Certificate of Designations; *provided* that each Holder shall be required to consent to (1) any change in the amount of shares of Senior Preferred Stock that must consent to a waiver of compliance with or an amendment to this Certificate of Designations, (2) any change in paragraphs (c) (solely with respect to the preference, priority, rate, amount, allocation and timing of payments), (d) or (e) (solely with respect to timing, the redemption price and treatment of dividends but, for the avoidance of doubt, the extension of the dates under paragraph (e)(i)(A) with the consent of the holders of a majority of the outstanding shares of Senior Preferred Stock as contemplated by such paragraph shall not constitute a "change" in such paragraph for purposes of this paragraph) and (3) any amendment with respect to this proviso of this paragraph (f)(ii)(B).

(iii) In any case in which the Holders of shares of the Senior Preferred Stock shall be entitled to vote pursuant to this paragraph (f) or pursuant to Delaware law, each Holder of shares of the Senior Preferred Stock shall be entitled to one vote for each share of Senior Preferred Stock held.

(g) Reissuance of Senior Preferred Stock. Shares of Senior Preferred Stock that have been issued and reacquired in any manner, including shares purchased or redeemed, shall (upon compliance with any applicable provisions of the laws of Delaware) have the status of authorized but unissued shares of preferred stock of the Company undesignated as to series and may with any and all other authorized but unissued shares of preferred stock of the Company be designated or redesignated and issued or reissued, as the case may be, as part of any series of preferred stock of the Company, *provided* that such shares may not in any event be reissued as Senior Preferred Stock (other than as PIK Dividends in accordance with the provisions of this Certificate of Designations).

(h) Business Day. If any payment, redemption or exchange shall be required by the terms hereof to be made on a day that is not a Business Day, such payment, redemption or exchange shall be made on the immediately succeeding Business Day.

(i) Preemptive Rights.

(i) In the event that the Company proposes to issue any Senior Securities or Parity Securities (except for any Excluded Issuance), whether or not now authorized, or securities of any type whatsoever that are, or may become, convertible into or exchangeable or exercisable for shares of Senior Securities or Parity Securities, which

have been approved in the manner provided in paragraph (f)(ii)(A), each Holder of Senior Preferred Stock shall have the right to purchase its Pro Rata Amount of any such issuance. In such event, the Company shall give all Holders of Senior Preferred Stock written notice, at their last addresses as they shall appear in the stock register of the Company, at least fifteen (15) Business Days before such issuance, describing the type of shares or securities, the price and number of shares or securities (or principal amount) and the general terms upon which the Company proposes to issue the same. Each such Holder of Senior Preferred Stock shall have fifteen (15) Business Days from the date of such notice to agree to purchase up to the amount of shares or securities equal to such Holder's Pro Rata Amount of such shares or securities for the price and upon the general terms specified in the Company's notice by giving written notice to the Company, at its principal office or such other address as may be specified by the Company in its written notice to the Holders, of such Holder's intention to purchase such shares or securities at the initial closing of the sale of shares or securities and the number of such shares or securities that such Holder intends to purchase. At the expiration of such fifteen (15) Business Day period, the Company shall promptly notify each Holder that elects to purchase or acquire all of such shares or securities available to it (each, a "Fully Exercising Holder") of any other Holder's failure to do likewise. During the five (5) Business Day period commencing after the Company has given such notice, each Fully Exercising Holder may, by giving notice to the Company, elect to purchase or acquire, in addition to the number of shares specified above, up to that portion of such new shares or securities for which Holders were entitled to subscribe but that were not subscribed for by the Holders which is equal to the proportion that the Senior Preferred Stock issued and then held by such Fully Exercising Holder bears to the Senior Preferred Stock issued and then held by all Fully Exercising Holders who wish to participate in the purchase of such unsubscribed shares or securities.

(ii) In the event the Holders of Senior Preferred Stock fail to exercise in full their rights of participation and over-allotment provided in paragraph (i)(i) hereof during the period set forth therein, the Company shall have forty-five (45) days thereafter to sell any additional amounts of shares or securities respecting which any such Holder's option was not exercised, at the price and upon the terms specified in the Company's notice. The Company shall not issue or sell any additional amounts of shares or securities after the expiration of such 45-day period without first offering such shares or securities to the Holders of Senior Preferred Stock in the manner provided in paragraph (i)(i) above.

(j) Certain Additional Provisions.

(i) Merger, Consolidation or Sale of Assets. The Company may not consolidate or merge with or into (whether or not the Company is the surviving Person), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions, to another Person or entity, unless: (A) (1) the Company is the surviving Person or the entity or the Person formed by or surviving any such consolidation or merger (if other than the Company) or to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made is a Person organized or existing under the laws of the United States, any state thereof or the District of Columbia and (2) the entity or Person formed by or surviving

any such consolidation or merger with the Company (if other than the Company) or the entity or Person to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made issues on the date of such sale, assignment, transfer, lease, conveyance or other disposition to each Holder of shares of Senior Preferred Stock then outstanding in exchange for such Senior Preferred Stock, shares of preferred stock of such Person having substantially the same rights, preferences and privileges as the Senior Preferred Stock then outstanding; or (B) such transaction is approved by the affirmative vote or consent of Holders of at least a majority of the outstanding shares of Senior Preferred Stock. In connection with any consolidation, merger, or sale, assignment, transfer, lease, conveyance or other disposal of all or substantially all of the Company's properties or assets in one or more related transactions as described in this paragraph, the Company shall have the option to redeem all or less than all of the shares of the Senior Preferred Stock then outstanding as set forth in paragraph (e)(ii).

(k) Legends. Each stock certificate for the Senior Preferred Stock shall bear the legend in substantially the following form (unless the Company receives an opinion of counsel, reasonably acceptable to the Company, that such legend may be removed or is not required):

> "THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR UNDER ANY STATE SECURITIES LAWS, AND MAY NOT BE SOLD, TRANSFERRED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER SAID ACT OR SUCH LAWS AND THE RULES AND REGULATIONS THEREUNDER."

(l) Mutilated or Missing Senior Preferred Stock Certificates. If any of the Senior Preferred Stock certificates shall be mutilated, lost, stolen or destroyed, the Company shall issue, in exchange and in substitution for and upon cancellation of the mutilated Senior Preferred Stock certificate, or in lieu of and substitution for the Senior Preferred Stock certificate lost, stolen or destroyed, a new Senior Preferred Stock certificate of like tenor and representing an equivalent amount of shares of Senior Preferred Stock, but only upon receipt of evidence of such loss, theft or destruction of such Senior Preferred Stock certificate and indemnity, if requested, satisfactory to the Company and the Transfer Agent (if other than the Company).

(m) Headings of Subdivisions. The headings of various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

(n) Severability of Provisions. If any power, right, preference, qualification, restriction or limitation of the Senior Preferred Stock set forth in this Certificate of Designations filed pursuant hereto (as this Certificate of Designations may be amended from time to time) is invalid, unlawful or incapable of being enforced by reason of any

rule or law or public policy, all other powers, rights, preferences, qualifications, restrictions and limitations set forth in this Certificate of Designations, as amended, which can be given effect without the invalid, unlawful or unenforceable power, right, preference, qualification, restriction or limitation shall, nevertheless remain in full force and effect, and no power, right, preference, qualification, restriction or limitation herein set forth shall be deemed dependent upon any other such power, right, preference, qualification, restriction or limitation unless so expressed herein.

(o) Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and delivered personally, sent via electronic facsimile (with confirmation), email or PDF, mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the parties at the following addresses (or at such other address for a party as will be specified by like notice):

(i) If to the Company, at its principal executive offices at WP Rocket Holdings Inc., 9221 East Via de Ventura, Scottsdale, Arizona 85258, Attn: General Counsel.

(ii) If to the Holders of Senior Preferred Stock, to the address of the Holder as shown in the Company's register.

Any notice delivered (in the case of personal delivery or express courier), sent (in the case of electronic facscimile, email or PDF) or mailed (in the case of registered or certified mail) in the manner provided above shall be deemed to have been duly given on the date such notice is delivered, sent or mailed, as the case may be.

(p) Limitations. Except as may otherwise be required by law, the shares of Senior Preferred Stock shall not have any powers, preferences or relative, participating, optional or other special rights other than those specifically set forth in this Certificate of Designations (as may be amended from time to time) or otherwise in the Charter.

(q) Definitions. As used in this Certificate of Designations, the following terms shall have the following meanings (with terms defined in the singular having comparable meanings when used in the plural and *vice versa*), unless the context otherwise requires:

"**Business Day**" means any day other than a Legal Holiday.

"**Capital Stock**" means (i) in the case of a corporation, corporate stock, (ii) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock, and (iii) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited).

"**Consolidated Net Income**" means for any period, the net income (or loss) of the Company and its Subsidiaries for such period determined on a consolidated basis in accordance with GAAP, excluding, without duplication, (a) extraordinary items for such period, (b) the cumulative effect of a change in accounting principles during such period

to the extent included in Consolidated Net Income, (c) any fees and expenses (including any transaction or retention bonus) incurred during such period, or any amortization thereof for such period, in connection with any acquisition, investment, asset disposition, issuance or repayment of debt, issuance of equity securities, refinancing transaction or amendment or other modification of any debt instrument and any charges or non-recurring merger costs incurred during such period as a result of any such transaction, (d) any income (loss) for such period attributable to the early extinguishment of indebtedness, hedging agreements or other derivative instruments, (e) accruals and reserves that are established or adjusted as a result of restructuring activities in accordance with GAAP (including any adjustment of estimated payouts on existing earn-outs) or changes as a result of the adoption or modification of accounting policies during such period, (f) stock-based award compensation expenses (g) any income (loss) attributable to deferred compensation plans or trusts and (h) any income (loss) from investments recorded using the equity method. There shall be included in Consolidated Net Income, without duplication, the amount of any cash tax benefits related to the tax amortization of intangible assets in such period. In addition, to the extent not already included in Consolidated Net Income, Consolidated Net Income shall include the amount of proceeds received or due from business interruption insurance or reimbursement of expenses and charges that are covered by indemnification and other reimbursement provisions in connection with any acquisition or other investment or any disposition of any asset.

"**Disposed EBITDA**" means, with respect to any Sold Entity or Business for any period prior to such disposition, the amount for such period of EBITDA of such Sold Entity or Business (determined as if references to the Company and its Subsidiaries in the definition of the term "EBITDA" (and in the component financial definitions used therein) were references to such Sold Entity or Business and its subsidiaries), all as determined on a consolidated basis for such Sold Entity or Business.

"**Dividend Payment Date**" means March 31, June 30, September 30 and December 31.

"**Dividend Period**" means the Initial Dividend Period and, thereafter, each Quarterly Dividend Period.

"**EBITDA**" means, with respect to the Company and its Subsidiaries for any period (determined on a consolidated basis without duplication in accordance with GAAP) the sum of Consolidated Net Income;

(i) plus to the extent already deducted (and not added back) in arriving at such Consolidated Net Income, the sum of the following amounts for such period: (a) total interest expense and, to the extent not reflected in such total interest expense, any losses on hedging obligations or other derivative instruments entered into for the purpose of hedging interest rate risk, net of interest income and gains on such hedging obligations or such derivative instruments, and bank and letter of credit fees and costs of surety bonds in connection with financing activities; (b) provision for taxes based on income, profits or capital, including federal, foreign, state, franchise, excise, and similar taxes paid or

accrued during such period (including in respect of repatriated funds); (c) depreciation and amortization (including (including amortization of capitalized software expenditures and amortization of deferred financing fees or costs); (d) Non-Cash Charges; (e) extraordinary losses in accordance with GAAP; (f) non-recurring charges (including any unusual or non-recurring operating expenses directly attributable to the implementation of cost savings initiatives), severance, relocation costs, integration and facilities' opening costs and other business optimization expenses, signing costs, retention or completion bonuses, transition costs, costs related to closure/consolidation of facilities and curtailments or modifications to pension and post-retirement employee benefit plans (including any settlement of pension liabilities); (g) the amount of expenses relating to payments made to option holders of the Company, or any of its direct or indirect parent companies in connection with, or as a result of, any distribution being made to shareholders of the Company or its direct or indirect parent companies, which payments are being made to compensate such option holders as though they were shareholders at the time of, and entitled to share in, such distribution; (h) losses on asset sales, disposals, wind-downs or abandonments (other than asset sales, disposals or abandonments in the ordinary course of business), including accruals and reserves as a result of such sales, disposals, wind-downs or abandonments; (i) the maximum amount of capital expenditures permitted to be made under the Company's then-existing credit agreements or loan documents during such period to the extent required to be expensed pursuant to GAAP; (j) the amount of any net losses from discontinued operations in accordance with GAAP; (k) any non-cash loss attributable to the mark to market movement in the valuation of hedging obligations (to the extent the cash impact resulting from such loss has not been realized) or other derivative instruments pursuant to Financial Accounting Standards Accounting Standards Codification No. 815—Derivatives and Hedging; (l) any loss relating to amounts paid in cash prior to the stated settlement date of any hedging obligation that has been reflected in Consolidated Net Income for such period; and (m) any gain relating to hedging obligations associated with transactions realized in the current period that has been reflected in Consolidated Net Income in prior periods and excluded from EBITDA pursuant to clauses (ii)(e) and (ii)(f) below;

(ii) minus without duplication and to the extent included in arriving at such Consolidated Net Income, the sum of the following amounts for such period: (a) extraordinary gains and unusual or non-recurring gains; (b) non-cash gains (excluding any non-cash gain to the extent it represents the reversal of an accrual or reserve for a potential cash item that reduced Consolidated Net Income or EBITDA in any prior period); (c) gains on asset sales, disposals, wind-downs or abandonments (other than asset sales, disposals or abandonments in the ordinary course of business); (d) the amount of any net income from discontinued operations in accordance with GAAP; (e) any non-cash gain attributable to the mark to market movement in the valuation of hedging obligations (to the extent the cash impact resulting from such gain has not been realized) or other derivative instruments pursuant to Financial Accounting Standards Accounting Standards Codification No. 815—Derivatives and Hedging; (f) any gain relating to amounts received in cash prior to the stated settlement date of any hedging obligation that has been reflected in Consolidated Net Income in the such period; and (g) any loss relating to hedging obligations associated with transactions realized in the current period that has

been reflected in Consolidated Net Income in prior periods and excluded from EBITDA pursuant to clauses (i)(k) and (i)(l) above;

provided, that to the extent included in Consolidated Net Income: (I) there shall be excluded in determining EBITDA currency translation gains and losses related to currency remeasurements of Indebtedness (including the net loss or gain resulting from hedging agreements for currency exchange risk and revaluations of intercompany balances); (II) there shall be excluded in determining EBITDA for any period any adjustments resulting from the application of Financial Accounting Standards Accounting Standards Codification No. 815—Derivatives and Hedging; and (III) there shall be (A) excluded in determining EBITDA for any period the Disposed EBITDA of any Person, property, business or asset sold, transferred or otherwise disposed of, closed or classified as discontinued operations by the Company or any of its Subsidiaries during such period (each such Person, property, business or asset so sold, transferred or otherwise disposed of, closed or classified, a "**Sold Entity or Business**") based on the Disposed EBITDA of such Sold Entity or Business for such period (including the portion thereof occurring prior to such sale, transfer, disposition, closure, classification or conversion) determined on a historical pro forma basis and (B) included in determining EBITDA for any period in which a Sold Entity or Business is disposed, an adjustment equal to the Pro Forma Disposal Adjustment with respect to such Sold Entity or Business (including the portion thereof occurring prior to such disposal).

"**EBITDA Condition**" means for any twelve (12)-month period ending the December 31st preceding a Potential Mandatory Redemption Date, the Company's EBITDA is at least $100,000,000.

"**Equity Interests**" means, at any date, Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock) outstanding at such date.

"**Excluded Issuance**" means any (i) issuance of shares of Senior Preferred Stock from time to time to employees of the Company pursuant to the Company's equity incentive plans approved by the Board of Directors of the Company, (ii) issuance of Senior Securities or Parity Securities the proceeds from which will be used to redeem all of the Senior Preferred Stock then outstanding in accordance with the provisions of paragraph (e) or (iii) issuance of Senior Preferred Stock paid to a Holder in connection with any PIK Dividend.

"**GAAP**" means generally accepted accounting principles in the United States of America, as in effect from time to time.

"**Holder**" means a Person in whose name a share of Senior Preferred Stock is registered.

"**Initial Dividend Period**" means the dividend period commencing on the date of issuance and ending on the day before the first Dividend Payment Date to occur thereafter.

"**Legal Holiday**" means a Saturday, a Sunday or a day on which banking institutions in the City of New York are authorized by law, regulation or executive order to remain closed.

"**Non-Cash Charges**" means (a) any impairment charge or asset write-off or write-down related to intangible assets (including goodwill), long-lived assets, and investments in debt and equity securities pursuant to GAAP, (b) all losses from investments recorded using the equity method, (c) any and all non-cash expenses and costs that result from the issuance of stock-based awards, partnership interest-based awards and similar incentive based compensation awards or arrangements, and (d) other non-cash charges (provided, in each case, that if any non-cash charges represent an accrual or reserve for potential cash items in any future period, the cash payment in respect thereof in such future period shall be subtracted from EBITDA to such extent, and excluding amortization of a prepaid cash item that was paid in a prior period).

"**Person**" means any individual, corporation, partnership, joint venture, association, limited liability company, joint-stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

"**Potential Mandatory Redemption Date**" shall mean March 31st of each year, beginning on March 31, 2021.

"**Pro Forma Disposal Adjustment**" means, for any period that includes all or a portion of a fiscal quarter included in any twelve (12)-month period preceding any Potential Mandatory Redemption Date with respect to any Sold Business or Entity, the pro forma increase or decrease in EBITDA projected by the Company in good faith as a result of contractual arrangements between the Company or any Subsidiary entered into with such Sold Entity or Business at the time of its disposal or within the twelve (12)-month period preceding any Potential Mandatory Redemption Date and which represent an increase or decrease in EBITDA which is incremental to the Disposed EBITDA of such Sold Entity or Business for the most recent four quarter period prior to its disposal.

"**Pro Rata Amount**" shall mean, at any time, with respect to any Holder of Senior Preferred Stock, the ratio of (i) the number of shares of Senior Preferred Stock then held by such Holder, to (ii) the total number of shares of Senior Preferred Stock then outstanding.

"**Quarterly Dividend Period**" shall mean the quarterly period commencing on each March 31, June 30, September 30 and December 31 and ending on the day before the following Dividend Payment Date.

"**Redemption Date**" with respect to any shares of Senior Preferred Stock, means the date on which such shares of Senior Preferred Stock are redeemed by the Company.

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

"**Subsidiary**" means, with respect to any Person, (i) any corporation, limited liability company, joint venture, association or other business entity of which more than

50% of the total Voting Power of such entity is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person (or a combination thereof) and (ii) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are such Person or of one or more Subsidiaries of such Person (or any combination thereof).

"**Transfer Agent**" shall mean the Company or any successor transfer agent chosen by the Company.

"**Voting Power**" with respect to any Person as of any date means the total voting power of Equity Interests entitled (without regard to the occurrence of any contingency) to vote in the election of the directors, managers, trustees or other governing body of such Person.

IN WITNESS WHEREOF, WP ROCKET HOLDINGS INC. caused this Certificate of Designations to be signed by [_____] and attested by [●], its Secretary, this [●] day of [●], 2013.

WP ROCKET HOLDINGS INC.

By: _____
Name:
Title:

Attest:

By: _____
[●]
Secretary

EXHIBIT G

Registration Rights Agreement

EXHIBIT H

Rights Offering Backstop Commitment Agreement

COMMITMENT AGREEMENT

This Commitment Agreement (this "Agreement") is entered into as of October 31, 2013 by and among Rural/Metro Corporation, a Delaware corporation ("Rural/Metro"), WP Rocket Holdings Inc. ("Holdings"), and all of Rural/Metro's direct and indirect Subsidiaries (together with Rural/Metro and Holdings, as a debtor-in-possession and a reorganized debtor, as applicable, the "Company" or the "Debtors"), Oaktree Principal Fund V, L.P. ("Oaktree Fund V"), Oaktree Principal Fund V (Parallel), L.P. ("Oaktree Parallel"), Oaktree FF Investment Fund, L.P. (together with Oaktree Fund V and Oaktree Parallel, "Oaktree"), and each of the parties set forth on Schedule 1 hereto (each a "Backstop Party" and collectively with Oaktree, the "Backstop Parties"). Capitalized terms not defined herein shall have the meanings set forth in the Term Sheet (as defined below).

WHEREAS, the Company commenced reorganization cases (the "Chapter 11 Cases") under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") on August 4, 2013 (the "Petition Date").

WHEREAS, on the Petition Date, the Company filed with the Bankruptcy Court a certain Restructuring Support Agreement, made and entered into as of August 2, 2013 (as modified by the order approving the Debtor's assumption thereof, and as it may be amended, supplemented or modified from time to time in accordance with its terms, the "Support Agreement"), by and among (a) Rural/Metro, (b) Holdings, (c) all of the Company's direct and indirect subsidiaries, (d) certain holders (the "Consenting Secured Lenders") of Claims (as defined therein) under the Credit Agreement dated as of June 30, 2011 (as amended, the "Credit Agreement"), among WP Rocket Merger Sub Inc., the Company, the lenders party thereto, Credit Suisse AG, as Administrative Agent (the "Secured Lender Agent"), Credit Suisse Securities (USA) LLC, as joint lead arranger and joint bookrunner, Citigroup Global Markets Inc., as joint lead arranger, joint bookrunner and syndication agent, and Jefferies Finance LLC, as joint bookrunner and documentation agent, and (e) certain holders (each, a "Consenting Noteholder" and collectively, the "Consenting Noteholders") of certain Claims under the 10.125% Senior Notes due 2019 (the "Senior Notes") issued under (i) the Indenture, dated as of June 30, 2011 (as amended and supplemented), among WP Rocket Merger Sub Inc., the Company, the guarantors named therein, and Wells Fargo Bank, National Association, as trustee (the "Trustee"), and (ii) the Indenture, dated as of February 3, 2012 (as amended and supplemented), among the Company, the guarantors named therein, and the Trustee.

WHEREAS, a term sheet attached to the Support Agreement as Exhibit A (the "Term Sheet") sets forth the principal terms of a comprehensive restructuring of the Debtors to be effectuated through a pre-arranged plan of reorganization cosponsored by the Consenting Noteholders.

WHEREAS, the Company has agreed to file and use commercially reasonable efforts to obtain confirmation by the Bankruptcy Court of a plan of reorganization (the "Plan"), along with a related disclosure statement (the "Disclosure Statement"), each reflecting the terms and conditions set forth in the Term Sheet.

WHEREAS, pursuant to the Plan, Holdings will offer and sell 135,000,000 shares (the "New Preferred Stock") of its 15% Senior Redeemable Preferred Stock (the "15% Preferred Stock"), which New Preferred Stock shall have a liquidation preference of $1.00 per share and accrue dividends at a rate of fifteen percent (15%) on the liquidation preference, payable in kind (and such other terms as set forth

in the form of Certificate of Designations attached hereto as Exhibit A), which New Preferred Stock shall be issued along with a number of shares of common stock of Holdings representing seventy percent (70%) of the common stock of Holdings on a fully diluted basis (the "Additional Stock"), to each Eligible Holder, pursuant to a rights offering (the "Rights Offering"), whereby each holder of Senior Notes as of the Record Date (each an "Eligible Holder") shall be offered the right (the "Rights") to purchase up to its Holder Pro Rata Allocation of New Preferred Stock and Additional Stock (each share of New Preferred Stock and Pro Rata Stock Share (as defined herein) together, a "Security," and collectively, the "Offered Securities") at a purchase price of $1.00 per Security (the "Purchase Price").

WHEREAS, the Backstop Parties have committed to subscribe for their Holder Pro Rata Allocation of the Offered Securities via the Rights Offering and certain of the Backstop Parties have funded their pro rata portion of the total amount of a $10,000,000 deposit into an escrow (the "Deposit"), each in the amounts set forth on Schedule 1 hereto (the "Commitment Election"), which Deposit shall be paid to the Company in satisfaction of a portion of each such Backstop Party's payment in connection with the Rights Offering for such Backstop Party's Offered Securities. Such amount of Offered Securities constituting the Backstop Parties' Holder Pro Rata Allocation that have been committed pursuant to the Commitment Election shall be referred to herein as the "Backstop Pro Rata Securities".

WHEREAS, Oaktree hereby, pursuant to this Agreement and subject to the terms and conditions herein, commits to purchase on the Effective Date, and Holdings commits to sell to Oaktree, for the Purchase Price, up to the amount of Unsubscribed Securities set forth opposite its name on Schedule 1 hereto, if any. As used in this Agreement, "Unsubscribed Securities" shall mean only those Offered Securities not purchased by Eligible Holders other than the Backstop Parties in the Rights Offering on or before the Expiration Time.

WHEREAS, simultaneously with the delivery of this Agreement, the binding commitment letters with respect to the Exit LC Facility and Backstop Term Loan (as each is defined herein) have been entered into.

NOW, THEREFORE, in consideration of the foregoing, and the representations, warranties and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the Company and the Backstop Parties hereby agree as follows:

1. The Offering. The Offering will be conducted as follows:

(a) Subject to the terms and conditions of this Agreement, the Company hereby undertakes to cause Holdings to offer the Offered Securities for subscription by each Eligible Holder as set forth in this Agreement.

(b) In connection with the Plan, Holdings shall issue Rights to purchase $135,000,000 of New Preferred Stock and Additional Stock representing 70% of the common stock of Holdings on a fully diluted basis in the aggregate. Each Eligible Holder as of the Record Date will have a Right to purchase up to its Holder Pro Rata Allocation of the Offered Securities at the Purchase Price per Security. The ballot form(s) (the "Ballots") distributed to Eligible Holders in connection with the solicitation of acceptance of the Plan shall provide a means whereby each Eligible Holder may exercise its Right. The Rights may be exercised during a period (the "Rights Exercise Period") specified in the Plan, which period will commence on the date the Ballots are distributed and will end at the Expiration Time. For the

purposes of this Agreement, the "Expiration Time" means 5:00 p.m., New York City time, on the 20th calendar day (or if such day is not a Business Day, the next Business Day) from and including the date the Ballots are distributed under the Plan, or such later date as the Company, subject to the approval of the Backstop Parties who commit to purchase a majority of the Backstop Pro Rata Securities hereunder (the "Required Backstop Parties"), may specify in a notice provided to the other Eligible Holders before 9:00 a.m., New York City time, on the Business Day before the then-effective Expiration Time. For the purposes of this Agreement, "Business Day" means each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which banking institutions in New York City are generally authorized or obligated by law or executive order to close. Subject to the approval of this Agreement by the Bankruptcy Court, the Plan shall provide that in order to exercise a Right, each Eligible Holder, including the Backstop Parties, shall, prior to the Expiration Time, (i) return a duly executed Ballot to the Subscription Agent (as defined below), which indicates the election of such Eligible Holder to purchase the Offered Securities and such Eligible Holder's vote to accept the Plan, and (ii) pay an amount equal to the full aggregate Purchase Price for the number of Offered Securities elected to be purchased by such Eligible Holder by wire transfer of immediately available funds reasonably in advance of the date on which the hearing to confirm the Plan is scheduled to commence (which amount shall be offset by such Eligible Holder's portion of the Deposit, if any), but in no event no less than two (2) Business Days prior to the Effective Date, to an escrow account established by the Company or Holdings for the Rights Offering; *provided* that the Company agrees to cooperate with the Backstop Parties to facilitate the transfer of the Deposit to the Company at the time and place designated for payment of the Purchase Price and allow the Backstop Parties who participated in the Deposit to satisfy a portion of the payment of their respective Purchase Price for such Deposit amount.

(c) The Rights can be exercised in part or in full. Any Eligible Holder may, in its sole discretion, assign, transfer or otherwise dispose all or a portion of its Rights to (i) one or more of its affiliates, (ii) another Eligible Holder, or (iii) with the prior written consent of the Required Backstop Parties and the Company, a third party; *provided*, that (A) the Rights are issued in connection with each Eligible Holder's ownership of Notes as of the Record Date; (B) no transfer, assignment other disposition of the Rights may be made except in connection with the transfer, assignment or disposition of the corresponding Eligible Holder's Notes; (C) upon any valid exercise of Rights and payment of Purchase Price by any Eligible Holder, such Eligible Holder shall not thereafter transfer, assign or otherwise dispose of any corresponding Notes prior to the Effective Date; (D) no transfer, assignment or other disposition of the Rights of any Backstop Party may be made unless such Backstop Party's transferee agrees to an assignment or transfer of such Backstop Party's commitment as set forth herein to subscribe for the Offered Securities in connection with such transferred Rights; and (E) no assignment or transfer of a Backstop Party's commitment as set forth herein to subscribe for the Offered Securities may be made without the prior written consent of the Company unless such Backstop Party's transferee is an affiliate of such Backstop Party or is another Backstop Party. Schedule 1 of this Agreement shall be promptly updated to reflect any changes to the Commitment Elections pursuant to any transfers, assignments or other dispositions of the Rights of any Backstop Parties. Any Eligible Holder who transfers or assigns Rights in accordance herewith shall execute, and shall have such Eligible Holder's transferee execute, transfer or assignment documentation reasonably acceptable to the Company in connection with any such transfer or assignment.

(d) Holdings will issue the Offered Securities to the Eligible Holder with respect to which Rights were validly exercised by such holder, upon the Effective Date. If the exercise of a Right would result in the issuance of a fractional share of New Preferred Stock, then the number of shares of New Preferred Stock to be issued in respect of such Right will be calculated to one decimal place and rounded

up or down, as the case may be, to the next higher or lower whole share as follows: (i) fractions equal to or greater than ½ will be rounded up to the next higher whole number; and (ii) fractions less than ½ will be rounded down to the next lower whole number. Notwithstanding anything to the contrary in this Agreement, any Eligible Holder may, in its sole discretion, designate that some or all of its Holder Pro Rata Allocation of the Offered Securities be issued in the name of and delivered to one or more of its affiliates or another Eligible Holder, or, with the consent of the Required Backstop Parties, designate that some or all of its Holder Pro Rata Allocation of the Offered Securities be issued in the name of and delivered to a third party.

(e) The Plan will provide that the Ballot will give notice to each Eligible Holder, advising them of (i) the calculation to determine the number of whole shares of New Preferred Stock and Additional Stock that they are bound to purchase pursuant to the Rights Offering, and the aggregate Purchase Price thereof based on such Eligible Holder's ownership of Notes, (ii) the date or time after the notice by which a wire transfer of such aggregate Purchase Price must be received and (iii) wire transfer instructions for wiring such aggregate Purchase Price to the subscription agent for the Rights Offering (the "Subscription Agent") or another person designated by the Company or Holdings.

(f) If the Subscription Agent for any reason does not receive from an Eligible Holder (i) a timely and duly completed Ballot prior to the Expiration Time and (ii) timely payment of such holder's Purchase Price in accordance with the instructions set forth in the Ballot, the Plan shall provide that such Eligible Holder shall be deemed to have irrevocably relinquished and waived its right to participate in the Rights Offering and acquire any Offered Securities.

(g) The Company hereby agrees and undertakes to give or cause Holdings to give, or instruct the Subscription Agent to give, Oaktree, by electronic facsimile transmission or by electronic mail, a notice conforming to the requirements specified herein of either (i) the number of Unsubscribed Securities and the aggregate Purchase Price therefor (the "Purchase Notice") or (ii) in the absence of any Unsubscribed Securities, the fact that there are no Unsubscribed Securities and that the Oaktree Commitment (as defined below) is terminated (the "Satisfaction Notice") as soon as practicable after the Expiration Time and, in any event, not less than four (4) Business Days prior to the Effective Date (the date of transmission of confirmation of the Purchase Notice or the Satisfaction Notice, the "Determination Date").

(h) The Disclosure Statement (as defined below) shall be distributed to the Eligible Holders and used for purposes of offering the Offered Securities pursuant to the Rights.

(i) The Offered Securities will be issued without registration under the Securities Act in reliance upon the exemption from registration under the Securities Act provided by section 1145 of the Bankruptcy Code and Section 4(2) of the Securities Act.

(j) Notwithstanding anything to the contrary in this Agreement, in the event an Eligible Holder fails to vote to accept the Plan, or otherwise objects to the Plan or files with the Bankruptcy Court an objection, motion or any other type of writing without the consent of Required Backstop Parties, such Eligible Holder shall have no right to receive any Offered Securities pursuant to the Rights Offering or otherwise.

(k) The Backstop Parties acknowledge that on the Effective Date the Company shall establish an equity incentive plan pursuant to which the Board shall, from time to time after the Effective

Date, grant to employees the right to purchase an aggregate of shares representing (i) 10% of the fully diluted shares of 15% Preferred Stock and (ii) 10% of the fully diluted shares of common stock of Holdings.

2. The Backstop Commitments.

(a) Subject to the conditions set forth in Section 7, (i) each Backstop Party agrees, severally (and not jointly or jointly and severally), to exercise its Rights pursuant to the Rights Offering so as to subscribe for and purchase on the Effective Date, and the Company agrees to cause Holdings to sell and issue pursuant to the Rights Offering, at the aggregate Purchase Price therefor, such Backstop Party's Backstop Pro Rata Securities as set forth in Schedule 1 (the "Backstop Party Commitment") and (ii) Oaktree agrees to subscribe for and purchase on the Effective Date, and the Company agrees to cause Holdings to sell and issue, at the Aggregate Purchase Price therefor, all Unsubscribed Securities (which Unsubscribed Securities represent only those Offered Securities not subscribed for pursuant to the Rights Offering by Eligible Holders other than the Backstop Parties) (the "Oaktree Commitment", and together with the Backstop Party Commitment, the "Backstop Commitment"); *provided*, that Oaktree shall have no obligation to purchase more than the number of Unsubscribed Securities set forth opposite Oaktree's name on Schedule 1 hereto.

(b) Subject to the entry of a Confirmation Order whose effectiveness has not been stayed, Holdings will issue to the Backstop Parties an aggregate backstop commitment fee of 1,450,000 shares of 15% Preferred Stock, representing one percent (1%) of the total of (A) the Backstop Party Commitment and (B) the Deposit (the "Backstop Fees"), distributed as set forth next to each such Backstop Party's name on Schedule 1, to compensate each such Backstop Party for the risk of its undertakings herein. Subject to entry of the Confirmation Order, the Backstop Fees will be payable on the Effective Date, upon the issuance of the Offered Securities, and will be nonrefundable when paid. The Backstop Parties agree that they shall not be entitled to any fee or payment other than as provided in this Section 2(b) and Section 2(c) in connection with the Backstop Commitment or Oaktree Commitment, as applicable, or this Agreement and hereby irrevocably waive all rights to other fees and payments from any Debtor, any of their respective affiliates or the Company in connection with the Backstop Commitment or Oaktree Commitment, as applicable.

(c) The Company will reimburse or pay, as the case may be, the reasonable and documented out-of-pocket expenses of the Backstop Parties, including the reasonable and documented fees and expenses of Houlihan Lokey, financial advisors to the Backstop Parties, Latham & Watkins LLP, legal advisor to the Backstop Parties, McKool Smith, legal advisor to the Backstop Parties, Cole, Schotz, Meisel, Forman & Leonard, P.A., Delaware legal advisor to Backstop Parties, and Navigant Consulting, Inc. (together with Houlihan Lokey, Latham & Watkins LLP, McKool Smith, and Cole, Schotz, Meisel, Forman & Leonard, the "Backstop Parties Professionals"), and any reasonable fees and expenses in connection with obtaining all required governmental, regulatory and third-party approvals and/or consents in connection with the Restructuring (collectively, "Transaction Expenses"). As long as no Company Termination Event (as defined in the Support Agreement) has occurred and the Support Agreement remains in full force and effect the Company agrees that it shall continue to pay promptly the reasonable, actual and documented fees and expenses of the Backstop Parties Professionals from and after the commencement (and through the conclusion) of the Chapter 11 Cases and through the consummation of the Plan. These obligations are in addition to, and do not limit, the Company's obligations under Section 8. The provision for the payment of the Transaction Expenses (i) is an integral part of the transactions contemplated by this Agreement, and without this provision, the Backstop Parties would not

have entered into this Agreement and (ii) shall constitute an administrative expense of the Company under sections 503(b) and 507(a) of the Bankruptcy Code.

(d) As promptly as practicable, but in any event at least four (4) Business Days prior to the Effective Date, the Company will provide the Purchase Notice or the Satisfaction Notice to Oaktree as provided above, setting forth a true and accurate determination of the aggregate number of Unsubscribed Securities; *provided*, that on the Effective Date Oaktree will purchase, and the Company will sell, only such number of Unsubscribed Securities as are listed in the Purchase Notice, without prejudice to the rights of Oaktree to seek later an upward or downward adjustment if the number of Unsubscribed Securities in such Purchase Notice is inaccurate.

(e) Delivery of the Unsubscribed Securities in connection with the Oaktree Commitment will be made by the Company to the account of Oaktree (or to such other accounts as Oaktree may designate in writing to the Company at least two Business Days prior to the Effective Date) at 9:00 a.m., New York City time, on the Effective Date against payment of the aggregate Purchase Price for the Unsubscribed Securities by wire transfer at least one (1) Business Day prior to the Effective Date of federal (same day) funds to the account specified by the Company to Oaktree at least two (2) Business Days in advance.

(f) All Unsubscribed Securities will be delivered with any and all issue, stamp, transfer or similar taxes or duties payable in connection with such delivery duly paid by the Company to the extent required under the Confirmation Order or applicable law.

(g) The documents to be delivered on the Effective Date by or on behalf of the parties hereto and the Unsubscribed Securities will be delivered at the offices of Latham & Watkins LLP, 355 South Grand Avenue, Los Angeles, California, 90071, Attention: Steven B. Stokdyk.

(h) Notwithstanding anything to the contrary in this Agreement, Oaktree, in its sole discretion, may designate in writing at least two (2) Business Days prior to the Effective Date that some or all of the Offered Securities be issued in the name of, and delivered to, one or more of its affiliates or another Eligible Holder, or, with the consent of the Required Backstop Parties, designate that some or all of the Offered Securities be issued in the name of and delivered to a third party.

(i) No Backstop Party shall have any liability for the Backstop Commitment of any other Backstop Party.

3. Representations and Warranties of the Company. The Company hereby represents and warrants to the Backstop Parties as follows:

(a) Organization; Powers; Subsidiaries. Each of Holdings, Rural/Metro, and its Subsidiaries is duly organized, validly existing and in good standing (to the extent such concept exists in the relevant jurisdictions) under the laws of the jurisdiction of its organization, has the corporate or other organizational power and authority to carry on its business as now conducted and as proposed to be conducted and subject to Bankruptcy Court approval to execute, deliver and perform its obligations under this Agreement and to effect the transactions contemplated thereby and, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required.

(i) Unless otherwise agreed to by the Required Backstop Parties, at the Effective Date, Holdings shall have authorized for issuance 1,200,000,000 shares of common stock and 500,000,000 shares of 15% Preferred Stock. At the Effective Date, after giving effect to the distributions under the Plan, the purchase of Offered Securities pursuant to the Rights Offering, the purchase and issuance of Offered Securities under this Agreement and the issuance of 15% Preferred Stock as payment of Backstop Fees, there will be issued and outstanding 192,857,143 shares of common stock (subject to adjustments for rounding purposes), 136,450,000 shares of 15% Preferred Stock, and options to purchase 21,428,571 shares of common stock and 15,161,111 shares of 15% Preferred Stock issued under the Company's equity incentive plan. Except as set forth in the preceding sentence, at the Effective Date (A) there will not be issued or outstanding any shares of capital stock of Holdings, or any options, right, warrants, convertible or exchangeable securities or other instruments obligating Holdings to issue, or Holdings to cause to be issued, any shares of capital stock of Holdings and (B) there will not be any contracts, agreements or other arrangements obligating Holdings to issue, or Holdings to cause to be issued, or entitling any person to purchase, any shares of capital stock of Holdings.

(ii) Schedule 3(a)(ii) sets forth the name of, and the ownership interest of Holdings and each Subsidiary in, each Subsidiary of Holdings.

(b) Due Authorization.

(i) Upon entry by the Bankruptcy Court of the Confirmation Order, the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action on the part of the Company.

(ii) The distribution of the Rights and issuance of the New Preferred Stock and Additional Stock on the Effective Date will have been duly and validly authorized by all necessary corporate action of the Company.

(iii) Subject to entry of the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the 14-day period set forth in Bankruptcy Rule 3020(e), on the Effective Date, the Debtors will have the requisite corporate or other entity power and authority to execute the Plan and to perform their obligations thereunder, and will have taken all necessary corporate other entity actions required for the due authorization, execution, delivery and performance by the Debtors of the Plan.

(c) Binding Obligation.

(i) Upon entry by the Bankruptcy Court of the Confirmation Order, this Agreement has been duly executed and delivered by the Company and, upon entry by the Bankruptcy Court of the Confirmation Order, is the legally valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

(ii) Subject to the entry of the Confirmation Order and the occurrence of the Effective Date, the Offered Securities, when issued and sold by the Company pursuant to the valid exercise of Rights or issued and sold to Oaktree hereunder, will, when issued and delivered against payment therefor in the Rights Offering or to Oaktree hereunder, be duly and validly issued, fully paid

and non-assessable, and free and clear of all Liens, and shall not be subject to any pre-emptive or similar rights.

(iii) The Plan will be duly and validly filed with the Bankruptcy Court by the Debtors and, upon the entry of the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the 14-day period set forth in Bankruptcy Rule 3020(e), will constitute the valid and binding obligation of the Debtors, enforceable against the Debtors in accordance with its terms, subject to general equitable principles.

(d) No Conflict. Subject to the entry of the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the 14-day period set forth in Bankruptcy Rules 6004(h) and 3020(e), as applicable, and except as set forth on Schedule 3(d), the distribution of the Rights, the issuance, sale and delivery of New Preferred Stock and Additional Stock upon exercise of the Rights and the Oaktree Commitment, the payment of the Backstop Fees and the consummation of the Rights Offering by Holdings and the execution and delivery (or, with respect to the Plan, the filing) by the Company of this Agreement and the Plan and compliance by the Debtors and Holdings with all of the provisions hereof and thereof and the consummation of the transactions contemplated herein and therein do not and will not (i) violate (A) any provision of any law or any governmental rule or regulation applicable to the Company or any of its Subsidiaries, (B) any of the Organizational Documents of the Company or any of its Subsidiaries, or (C) any order, judgment or decree of any court or other agency of government binding on the Company or any of its Subsidiaries; (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any Contractual Obligation binding upon the Company or any of its Subsidiaries; (iii) result in or require the creation or imposition of any Lien upon any of the properties or assets of the Company or any of its Subsidiaries (other than any Liens created under the Exit Credit Agreement or the Exit LC Facility) or (iv) require any approval of stockholders, members or partners or any approval or consent of any Person under any Contractual Obligation of the Company or any of its Subsidiaries, except for such approvals or consents which will be obtained on or before the Effective Date and which are set forth on Schedule 3(d), except in any such case described in subclause (i)(A), (i)(C) or (ii) as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(e) Governmental Consents. Upon entry by the Bankruptcy Court of the Confirmation Order, the consummation of the transactions contemplated by this Agreement do not and will not require any filing or registration with, consent or approval of, or notice to, or other action to, with or by, any Governmental Authority, except for (i) the entry of the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the 14-day period set forth in Bankruptcy Rules 6004(h) and 3020(e), as applicable; (ii) filings with respect to and the expiration or termination of the waiting period under the Hart Scott Rodino Antitrust Improvements Act of 1976 (15 U.S.C. §§ 15c-15h, 18a) (as amended, the "HSR Act"), if applicable, (iii) such registrations, consents, approvals, notices or other actions as may be reasonably required under state securities or "blue sky" laws in connection with the purchase of Unsubscribed Securities by Oaktree; and (iv) such registrations, consents, approvals, notices or other actions set forth on Schedule 3(e).

(f) No Registration Requirement. Based in part upon the representations and warranties of the Backstop Parties set forth in Section 4(g), none of the offer or issuance of the Rights, the offer or sale of the New Preferred Stock and the Additional Stock pursuant to the exercise of any of the Rights, the offer or sale of the New Preferred Stock and the Additional Stock to Oaktree or the payment of the Backstop Fees pursuant to this Agreement requires any registration of the New Preferred Stock,

Additional Stock, Rights or Backstop Fees under the Securities Act, any state securities or "blue sky" laws or any foreign securities laws. No form of general solicitation or general advertising was used or will be used in connection with the offering or sale of the Rights, the New Preferred Stock, the Additional Stock or the Backstop Fees and none of Rural/Metro, Holdings, or any of their Subsidiaries, or anyone acting on its or their behalf has taken or will take any action that would render unavailable the exemption from registration provided by section 1145 of the Bankruptcy Code or Section 4(2) of the Securities Act or otherwise subject the issuance or sale of the Rights, the New Preferred Stock, the Additional Stock or the Backstop Fees to the registration requirements of Section 5 of the Securities Act or to the registration requirements of any state securities or "blue sky" laws of any foreign securities laws (including, without limitation, offering the Rights, 15% Preferred Stock or Additional Stock for sale to, or soliciting any offer to buy any of the same from, any person or under any circumstances that would render such exemption unavailable). None of Rural/Metro, Holdings, or any of their Subsidiaries, nor any person acting on its or their behalf, has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that could cause this offering of the Unsubscribed Securities to be integrated with any other offerings by the Company for purposes of the Securities Act, nor will the Company or its affiliates take any action or steps that could cause the offering of the New Preferred Stock and Additional Stock or the payment of the Backstop Fees to be integrated with other offerings.

(g) Compliance with Statutes, Etc. Each of Rural/Metro, Holdings and their Subsidiaries is in material compliance with (i) its Organizational Documents and (ii) all requirements of law applicable to it or its property, other than any noncompliance as a result of the filing of the Chapter 11 Cases (and any payment default directly related to such filing), and except, in the case of clauses (ii) and (iii), where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

(h) No Defaults. None of Rural/Metro, Holdings nor any of their Subsidiaries is in default in the performance or observance of its material obligations or covenants contained in any of its Post-Petition Contractual Obligations other than as a result of the filing of the Chapter 11 Cases (and any payment default directly related to such filing), and no condition exists which, with the giving of notice or the lapse of time or both, would constitute such a default, except where the consequences, direct or indirect, of such default or defaults, if any, would not reasonably be expected to have a Material Adverse Effect.

(i) Adverse Proceedings, Etc. Except for the Chapter 11 Cases , as set forth in Schedule 3(i) or for Adverse Proceedings brought or arising after the date hereof by any Person (other than any Governmental Authority) in the ordinary course consistent with past experience, there are no Adverse Proceedings, individually or in the aggregate, that have resulted or would reasonably be expected to result in liability to the Company and/or its Subsidiaries, individually or collectively, that will or would be reasonably expected to result in a set off or recoupment or require cash payment (via settlement or otherwise) of $15,000,000 or more. Except for the Chapter 11 Cases or as set forth in Schedule 3(i), neither the Company nor any of its Subsidiaries is subject to or in default with respect to any final judgments, writs, injunctions, decrees, rules or regulations of any court or any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

(j) Employee Matters. Except as set forth in Schedule 3(j), neither the Company nor any of its Subsidiaries is engaged in any unfair labor practice that would reasonably be expected to have a

Material Adverse Effect. Except as set forth in Schedule 3(j), there is (i) no unfair labor practice complaint pending against the Company or any of its Subsidiaries, or to the knowledge of the Company, threatened against any of them before the National Labor Relations Board and no grievance or arbitration proceeding arising out of or under any collective bargaining agreement that is so pending against the Company or any of its Subsidiaries or to the knowledge of the Company, threatened against any of them, (ii) no strike or work stoppage in existence or threatened involving the Company or any of its Subsidiaries, and (iii) to the knowledge of the Company, no union representation question existing with respect to the employees of the Company or any of its Subsidiaries and, to the knowledge of the Company, no union organization activity that is taking place, except (with respect to any matter specified in clause (i), (ii) or (iii) above, either individually or in the aggregate) such as is not reasonably likely to have a Material Adverse Effect.

(k) Properties.

(i) Title. Each of Rural/Metro, Holdings and their Subsidiaries has, and upon consummation of the transactions contemplated hereby and by the Plan, on the Effective Date, will have (A) good, sufficient and legal title to (in the case of fee interests in real property), (B) valid leasehold interests in (in the case of leasehold interests in real or personal property), (C) valid licensed rights in (in the case of licensed interests in Intellectual Property) and (D) good title to (in the case of all other personal property), all of their respective properties and assets reflected in the most recent financial information delivered pursuant to Section 5(l), in each case, except for assets disposed of since the date of such financial statements in the ordinary course of business, and except which could not reasonably be expected to have a Material Adverse Effect. All such properties and assets are free and clear of Liens other than Permitted Liens.

(ii) Real Estate. Except as would not reasonably be expected to have a Material Adverse Effect, each of the Company's material leases is in full force and effect, and the Company does not have knowledge of any default that has occurred and is continuing thereunder, and each such agreement constitutes the legally valid and binding obligation of the Company and its Subsidiaries, enforceable against such Person in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles.

(iii) Intellectual Property. Holdings, Rural/Metro, and their Subsidiaries own, license or possess the right to use, all Intellectual Property that is reasonably necessary for the operation of their businesses as currently conducted, without conflict with the Intellectual Property of any Person, except to the extent such conflicts, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. No Intellectual Property used by Rural/Metro, Holdings or any of their Subsidiaries in the operation of its business as currently conducted infringes upon any rights held by any Person except for such infringements, individually or in the aggregate, which could not reasonably be expected to have a Material Adverse Effect. No claim or litigation regarding any of the Intellectual Property is pending or, to the knowledge of the Company, threatened against Rural/Metro, Holdings or any of their Subsidiaries, which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(l) Investment Company Act. Each of Rural/Metro, Holdings and their Subsidiaries are not, and immediately after giving effect to the offering and sale of the New Preferred Stock and Additional Stock and the application of the proceeds thereof, will not be, an "investment company" or an entity

"controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations of the Securities and Exchange Commission (the "Commission") thereunder.

(m) Employee Benefit Plan.

(i) Except as set forth on Schedule 3(m) or as could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, each Employee Benefit Plan is in compliance with the applicable provisions of ERISA, the Internal Revenue Code and other federal or state laws.

(ii) Except as set forth on Schedule 3(m) or as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, (i) no ERISA Event has occurred or is reasonably expected to occur, (ii) neither Holdings nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Employee Benefit Plan (other than premiums due and not delinquent under Section 4007 of ERISA), (iii) neither Holdings nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Sections 4201 or 4243 of ERISA with respect to a Multiemployer Plan and (iv) neither Holdings nor any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or 4212(c) of ERISA.

(n) Certain Fees. Except as set forth in engagement letters or retention agreements provided in the Support Agreement or approved by the Bankruptcy Court, no broker's or finder's fee or commission will be payable with respect to the transactions contemplated hereby, except any Backstop Fees payable to the Backstop Parties under this Agreement.

(o) Environmental Matters. Except with respect to any other matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, none of Holdings, Rural/Metro or any of their Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has, to the knowledge of Holdings or Rural/Metro, become subject to any Environmental Liability, (iii) has received written notice of any claim with respect to any Environmental Liability, (iv) has, to the knowledge of Holdings or Rural/Metro, any basis to reasonably expect that Holdings, Rural/Metro or any of their Subsidiaries will become subject to any Environmental Liability, (v) has properties currently or, to the knowledge of Holdings, Rural/Metro or any of their Subsidiaries, formerly owned leased or operated by Holdings, Rural/Metro or any of their Subsidiaries that contain any Hazardous Materials in amounts or concentrations which constitute a violation of, require response or other corrective action by Holdings, Rural/Metro or any of their Subsidiaries under applicable Environmental Laws and (vi) to the knowledge of Holdings or Rural/Metro, all Hazardous Materials transported from any property currently or formerly owned or operated by any of Holdings, Rural/Metro or any of their Subsidiaries for off-site disposal have been disposed of in a manner which would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect.

(p) Historical Financial Statements.

(i) Except as set forth on Schedule 3(p)(i), the July-August Historical Financial Statements present fairly in all material respects the financial condition as of the end of such monthly

period and results of operations and cash flows of the Company and its Subsidiaries for such periods on a consolidated basis in accordance with GAAP consistently applied, subject to the qualifications set forth in such financials or notes thereto, any certificate provided prior to the date hereof pursuant to the DIP Credit Agreement in connection with the Company's delivery of the July-August Historical Financial Statements (to the extent a copy thereof has been made available to the Backstop Parties prior to the date hereof) and year-end audit adjustments for past, current and future periods (which may be material, include restatements and take into account the status of the reporting systems of Holdings and its Subsidiaries), implementation of Statement of Position 90-7, Financial Reporting by Entities in Reorganization ("SOP 90-7") under the Bankruptcy Code and the absence of footnotes.

(ii) Notwithstanding the exceptions and qualifications set forth in Section 3(p)(i) above, the cumulative total net revenue for the five-month period ended August 31, 2013, as set forth in the schedule attached as Schedule 3(p)(ii) hereto, presents fairly in all material respects the cumulative total net revenue for the five-month period ended August 31, 2013 of the Company and its Subsidiaries on a consolidated basis in accordance with GAAP consistently applied.

(q) No Other Representations and Warranties. Except for the representations and warranties contained in Section 3 of this Agreement as qualified by the attached Schedules, the Company does not make any other express or implied representation or warranty under or in connection with this Agreement and the Company hereby disclaims any such other representation or warranty with respect to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

4. Representations and Warranties of the Backstop Parties. Each of the Backstop Parties, severally and not jointly, represents and warrants to, and agrees, with respect to itself only, with, the Company as set forth below. Each representation, warranty and agreement is made as of the date hereof and as of the Effective Date:

(a) Organization. Each such Backstop Party has been duly incorporated or formed, as the case may be, and is validly existing as a corporation, a limited partnership, a limited liability company or other business organization, as the case may be, in good standing under the laws of its jurisdiction of incorporation or organization.

(b) Corporate Power and Authority. Each such Backstop Party has the requisite power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder and has taken all necessary action required for the due authorization, execution, delivery and performance by it of this Agreement.

(c) Execution and Delivery. This Agreement has been duly and validly executed and delivered by each such Backstop Party and constitutes its valid and binding obligation, enforceable against such Backstop Party in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

(d) No Conflicts. The execution, delivery, and performance by each such Backstop Party of this Agreement does not and shall not (i) violate any provision of its Organizational Documents or any law, rule, or regulation applicable to it or (ii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it is a party or under its Organizational Documents.

(e) Legal Proceedings. No litigation or proceeding before any court, arbitrator, or administrative or governmental body is pending against it that could reasonably be expected to adversely affect each such Backstop Party's ability to enter into this Agreement or perform its obligations hereunder.

(f) Consents and Approvals. No consent, approval, order, authorization, registration or qualification of or with any court or governmental agency or body having jurisdiction over each such Backstop Party or such Backstop Party's affiliates, is required in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, except for any consent, approval, order or authorization required under the Bankruptcy Code.

(g) Sufficiency of Funds. Each such Backstop Party has, or is the investment advisor or investment manager for entities that have, and on the Effective Date will have or is the investment advisor or investment manager for entities that will have, sufficient immediately available funds to make and complete the payment of the aggregate Purchase Price for the Unsubscribed Securities or its portion of the Backstop Pro Rata Securities, as applicable, and the availability of such funds is not subject to the consent, approval or authorization of any third party.

(h) Sophistication and Investment Intent. Each such Backstop Party has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the New Preferred Stock and Additional Stock, and has so evaluated the merits and risks of such investment. Each such Backstop Party is, as of the date hereof and will be as of the Effective Date, an "accredited investor" within the meaning of Rule 501(a) under the Securities Act or a non-United States entity with total assets in excess of $5,000,000 not formed for the specific purpose of acquiring the Offered Securities. Each such Backstop Party understands and is able to bear any economic risks associated with such investment (including, without limitation, the complete loss of such investment). Each such Backstop Party is acquiring the New Preferred Stock and Additional Stock in good faith solely for its own account or accounts managed by it, for investment and not with a view toward distribution in violation of the Securities Act. Each Backstop Party acknowledges that the Company will rely upon the truth and accuracy of the foregoing as well as the other representations, warranties and other agreements of each such Backstop Party in connection with the transactions described in this Agreement.

(i) Information. Each such Backstop Party acknowledges that it has been afforded the opportunity to ask questions and receive answers concerning the Company and to obtain additional information. Notwithstanding the foregoing, nothing contained herein will operate to modify or limit in any respect the representations and warranties of the Company or to relieve the Company from any obligations to each such Backstop Party for breach thereof or the making of misleading statements or the omission of material facts in violation of applicable law in connection with the transactions contemplated herein.

(j) No Broker's Fees. Such Backstop Party is not a party to any contract, agreement or understanding with any Person (other than this Agreement and the Engagement Letter) that would give rise to a valid claim against the Company or any of its Subsidiaries or the Backstop Parties for a brokerage commission, finder's fee or like payment (other than any Backstop Fees payable under this Agreement) in connection with the offering and sale of the Rights or the Offered Securities.

(k) Arm's Length. Each such Backstop Party acknowledges and agrees that the Company is acting solely in the capacity of an arm's length contractual counterparty to each such Backstop Party with respect to the transactions contemplated hereby (including in connection with determining the terms of the Rights Offering). Additionally, each such Backstop Party is not relying on the Company for any legal, tax, investment, accounting or regulatory advice in any jurisdiction, except as specifically set forth in this Agreement. Each such Backstop Party shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby.

(l) Investigation. The Backstop Parties have conducted their own independent review and analysis of the business, operations, technology, assets, liabilities, results of operations, financial condition and prospects of the Company, and acknowledge that Company has provided the Backstop Parties with access to the personnel, properties, premises and records of the Company for this purpose, and, in entering into this Agreement, the Backstop Parties have relied upon their own investigation and analysis; provided that such investigation, review and analysis shall not affect the express representations, covenants or obligations of the Company in this Agreement. The Backstop Parties (a) acknowledge that, except for the specific representations and warranties of the Company contained in Section 3 hereof, the Backstop Parties are not relying upon (and no person shall have any liability or obligation with respect to) any representation or warranty, either express or implied, as to the accuracy or completeness of any of the information (including, any projections, estimates or other forward-looking information) provided or otherwise made available to the Backstop Parties or any of their directors, officers, employees, affiliates, controlling persons, agents or representatives and (b) agree, to the fullest extent permitted by law, that the Company and its directors, officers, employees, affiliates, controlling persons, agents or representatives shall not have any liability or responsibility whatsoever to the Backstop Parties or any of their members, managers, directors, officers, employees, affiliates, controlling persons, agents or representatives on any basis (including, in contract or tort, under federal or state securities laws or otherwise) for any act or omission, or any information provided or made available, or statements made, on or following July 24, 2013, except for (A) actual fraud or intentional misrepresentation or (B) as and only to the extent expressly set forth herein with respect to the specific representations and warranties of the Company contained in Section 3 hereof and subject to the limitations and restrictions contained herein. This paragraph does not affect claims or rights that are already possessed by the Backstop Parties or anyone else against any party, including the parties to this agreement, including, but not limited to, claims or rights based on matters, omissions or statements made by or to anyone prior to the negotiation of the Support Agreement, or that are based in whole or in part on any matter relating to any investment in notes or debt issued by Rural/Metro or its affiliates, even if those claims or rights are proven or demonstrated by the information received under this agreement.

5. Additional Covenants of the Company. The Company agrees with the Backstop Parties:

(a) Support Agreement. The Company will fully comply in all material respects with the terms of the Support Agreement, including the agreements and covenants set forth in Section 1 thereto, and its obligations under the Term Sheet.

(b) Rights Offering. The Company will cause Holdings to effectuate the Rights Offering as provided herein and to use commercially reasonable efforts to seek entry of an order of the Bankruptcy Court, prior to the commencement of the Rights Offering, authorizing the Company, Holdings and the other Debtors to conduct the Rights Offering and consummate the transactions contemplated thereby

pursuant to the securities laws registration exemptions permitted by section 1145 of the Bankruptcy Code and the provisions set forth in section 4(2) of the Securities Act.

(c) Notification. The Company will use commercially reasonable efforts to notify, or cause Holdings or the Subscription Agent to notify, on a weekly basis during the Rights Exercise Period and on a more frequent basis if reasonably requested by the Required Backstop Parties during the week prior to the Expiration Time (and any extensions thereto), each Backstop Party of the aggregate principal amount of Rights known by the Company or the Subscription Agent to have been exercised pursuant to the Rights Offering as of the close of business on the preceding Business Day before such notification is given.

(d) Unsubscribed Securities. The Company will determine, or instruct Holdings or the Subscription Agent to determine, the number of Unsubscribed Securities, if any, in good faith, and to provide, or instruct Holdings or the Subscription Agent to provide the Purchase Notice or the Satisfaction Notice that reflects the principal amount of Unsubscribed Securities as so determined and to provide to Oaktree, such written backup to the determination of the Unsubscribed Securities as Oaktree may reasonably request.

(e) Use of Proceeds. The Company will cause Holdings to apply the net proceeds from the sale of the New Preferred Stock and Additional Stock to repay the DIP Loan and make the Prepayment as provided in the Term Sheet.

(f) Required Consents and Approvals. The Company and Holdings will use commercially reasonable efforts to make the notifications and obtain the necessary consents and approvals set forth on Schedule 5(f).

(g) Stock Splits, Dividends, etc. In the event of any stock split, stock dividend, stock combination or similar transaction affecting the number of issued and outstanding shares of Holdings' common stock prior to the Effective Date, the Purchase Price and the number of Unsubscribed Securities to be purchased hereunder will be proportionally adjusted to reflect the increase or decrease in the number of issued and outstanding shares of Holdings' common stock.

(h) HSR and Other Competition Law. The Company and Holdings shall use their commercially reasonable efforts to promptly prepare and file all necessary documentation and to effect all applications that are necessary or reasonably required under the HSR Act similar laws of any relevant foreign jurisdiction, if any, so that (A) the applicable waiting period, if any, shall have expired or been terminated thereunder with respect to the issuance of Offered Securities hereunder, and (B) all transactions contemplated hereby and pursuant to the Plan shall have been approved, if required, and not to take any action that is intended or reasonably likely to materially impede or delay the ability of the parties to obtain any necessary approvals reasonably required for the transactions contemplated by this Agreement.

(i) Form D and Blue Sky. The Company will timely file, or cause Holdings to timely file, a Form D with the Commission with respect to the Unsubscribed Securities to the extent required under Regulation D of the Securities Act and to provide, upon request, a copy thereof to each Backstop Party. The Company shall, or shall cause Holdings to, on or before the Effective Date, take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for, or to qualify the Unsubscribed Securities for, sale to Oaktree at the Effective Date pursuant to this Agreement under applicable securities and "blue sky" laws of the states of the United States (or to obtain an exemption

from such qualification) and any applicable foreign jurisdictions, and shall provide evidence of any such action so taken to Oaktree on or prior to the Effective Date. The Company shall make all timely filings and reports relating to the offer and sale of the Unsubscribed Securities required under applicable securities and "blue sky" laws of the states of the United States following the Effective Date. The Company shall pay all fees and expenses in connection with satisfying its obligations under this Section 5(i).

(j) Conduct of Business.

(i) Except (x) as otherwise expressly contemplated by this Agreement, the Plan or the Term Sheet, (y) with the prior written consent of the Required Backstop Parties, or (z) as set forth on Schedule 5(j), from the date hereof until the Effective Date, Rural/Metro and Holdings shall, and shall cause each if their Subsidiaries to, use their commercially reasonable efforts to operate Rural/Metro, Holdings, and their respective Subsidiaries' facilities and to conduct the business in substantially the same manner as conducted by such entities prior to the date hereof, including by using their commercially reasonable efforts to (A) meet all material postpetition obligations relating to the business as they become due and (B) preserve intact its material permits and relationships with key customers.

(ii) Without limiting the generality of the foregoing, and subject to the rights of Holdings, Rural/Metro and their Subsidiaries under Section 9 of the Support Agreement, except (x) as otherwise expressly contemplated by this Agreement, the Plan or the Term Sheet, (y) with the prior written consent of the Required Backstop Parties not to be unreasonably withheld or delayed (it being understood and agreed that if the Required Backstop Parties do not respond within five (5) Business Days upon receipt of a written request for consent, they shall be deemed to have given their written consent), or (z) as set forth on Schedule 5(j), from the date hereof until the Effective Date, Rural/Metro and Holdings shall not, and shall cause each of their Subsidiaries not to, do any of the following:

(A) offer, issue, deliver, sell, pledge or otherwise encumber or subject to any lien (other than a Permitted Lien) the capital stock or other equity interests of Rural/Metro, Holdings or any of their Subsidiaries, or securities convertible into or exchangeable for, or any rights, warrants, options to acquire, any such shares of capital stock or other equity interest in any such entity;

(B) acquire or agree to acquire by merging or consolidating with, or by purchasing a substantial equity interest in or a substantial portion of the assets of, or by any other manner, any business of another person;

(C) sell, assign, license, transfer, convey, lease, encumber or subject to any lien (other than a Permitted Lien or any lien that will be released on or prior to the Effective Date) or otherwise dispose of any asset having a fair market value in excess of $1,000,000, other than in connection with the Granite Facility Sale or the Valeant Headquarters Lease;

(D) with respect to senior officers and senior executives of Rural/Metro, Holdings or any of their Subsidiaries, except as may be required by applicable laws or any benefit plan of Rural/Metro, Holdings or any of their Subsidiaries, (1) grant any increase or acceleration in compensation or benefits, except in the ordinary course of business, or grant any equity awards; (2) grant any increase in severance or termination pay (including the acceleration in the exercisability of any options or in the vesting of shares of common stock (or other property)), except in the ordinary course of business; (3) enter into any employment, deferred compensation, severance or termination agreement with or for the

benefit of any such senior officer or senior executive or anyone who upon hire, would become any such senior officer or senior executive; or (4) terminate the employment of any such senior officer or senior executive except due to cause, death, disability or as otherwise determined in the reasonable discretion of the Debtors exercising their business judgment; *provided*, that the Debtors shall promptly inform the Backstop Parties of any termination of any senior officer or senior executive promptly after the termination becomes effective;

(E) adopt or propose any amendments to (i) any of Rural/Metro's or Holding's Organizational Documents or other governing documents or (ii) other than in the ordinary course of business, Organizational Documents or other governing documents of any of the Subsidiaries of Rural Metro or Holdings;

(F) except for obligations incurred under the DIP Credit Agreement and the DIP LC Facility, incur, create, assume, guarantee or otherwise become liable for any obligation for borrowed money, purchase money indebtedness or any debt obligations of any other Person, in excess of $1,000,000 in the aggregate, except for trade payables incurred in the ordinary course of business; or

(G) agree to take any of the foregoing actions.

(k) Access to Information. Subject to applicable law and existing confidentiality agreements between the parties, the Company shall (and shall cause its Subsidiaries to) afford the Backstop Parties and their respective directors, officers, employees or authorized representatives, upon reasonable advance notice reasonable access (in a manner so as not to interfere with the normal business operations of the Company and its Subsidiaries) during normal business hours, throughout the period prior to the Effective Date, to its employees, properties, books, contracts and records and, during such period, the Company shall (and shall cause its Subsidiaries to) furnish promptly to the Backstop Parties all information concerning its business, properties and personnel as may reasonably be requested by any Backstop Party; *provided*, that the foregoing shall not require the Company (i) to permit any inspection, or to disclose any information, that in the reasonable judgment of the Company would cause or would be reasonably likely to cause the Debtors to violate any of their obligations with respect to confidentiality to a third party or breach any fiduciary duties; (ii) to disclose any privileged information of the Company or any of its Subsidiaries; or (iii) to violate any laws; *provided, further*, that if the Company withholds any information pursuant to subclause (i) through (iii) above, it shall notify the legal advisor of the Backstop Parties of such action. In addition to the foregoing, the Company shall provide to Navigant Consulting, Inc. the information contemplated by the draft engagement letter provided to the Company on the date hereof.

(l) Financial Statements and Other Reports. From and after the date hereof and until the Effective Date, the Company shall provide to each Backstop Party the same information as and when it is required to deliver (without giving effect to any amendment thereof or waiver thereto or any rights to extend any delivery date set forth in the DIP Credit Agreement), pursuant to Section 5.01 of the DIP Credit Agreement, to the Administrative Agent and Lenders under such agreement. Any Interim Financial Statements delivered pursuant to this Section 5(l) shall be delivered with the same financial officer certification (which shall be delivered on behalf of the Company and not individually) required under the DIP Credit Agreement (i.e. that present fairly in all material respects the financial condition as of the end of and for such monthly period and such portion of the fiscal year and results of operations and cash flows of the Company and its Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to year-end adjustments (which may be material, include restatements and

take into account the status of the reporting systems of Holdings and its Subsidiaries), implementation of SOP 90-7 and the absence of footnotes).

6. Additional Covenants of the Backstop Parties. Each of the Backstop Parties, severally and not jointly, agrees with the Company, with respect to itself only:

(a) Information. To promptly provide the Company with such information as the Company reasonably requests regarding such Backstop Parties for inclusion in the Disclosure Statement.

(b) HSR Act. If required, to use reasonable best efforts to promptly prepare and file all necessary documentation and to effect all applications that are necessary or reasonably required under the HSR Act or similar laws in relevant foreign jurisdictions, so that the applicable waiting period shall have expired or been terminated thereunder with respect to the purchase of Offered Securities hereunder, and not to take any action that is intended or reasonably likely to materially impede or delay the ability of the parties to obtain any necessary approvals required for the transactions contemplated by this Agreement.

7. Conditions.

(a) Conditions to the Obligations of Each Party. The obligation of the Company, on the one hand, to effect the issuance and the Backstop Parties, on the other hand, to purchase the Unsubscribed Securities or the Backstop Pro Rata Securities, respectively, pursuant to this Agreement on the Effective Date are subject to the following conditions:

(i) Conditions to Confirmation. The conditions to confirmation and the conditions to the Effective Date of the Plan shall have been satisfied or waived in accordance with the Plan.

(ii) Documentation. The Company and the Backstop Parties shall have received all the documentation necessary to consummate the transactions contemplated hereby and an officers' certificate of the Company certifying as to the satisfaction of Section 7(b)(i) hereof and other documents and certificates as the Company and the Backstop Parties may reasonably require, each duly executed and in form and substance reasonably satisfactory to the Company and the Backstop Parties.

(iii) Rights Offering. The Expiration Time shall have occurred.

(iv) No Restraint. No judgment, injunction, decree or other legal restraint shall prohibit the consummation of the Plan, the Rights Offering or the transactions contemplated by this Agreement.

(v) HSR Act; Regulatory Approvals. If the purchase of Unsubscribed Securities by Oaktree pursuant to this Agreement is subject to the terms of the HSR Act or similar laws of any relevant foreign jurisdiction, the applicable waiting period shall have expired or been terminated thereunder with respect to such purchase.

(vi) No Legal Impediment to Issuance. No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued in each by any federal, state or foreign governmental or regulatory authority that, as of the Effective Date, prohibits the issuance or sale of the Rights, the New Preferred Stock, the Additional Stock or the Backstop Fees pursuant to this Agreement; and no injunction or order of any federal, state or foreign court shall have been issued that, as

of the Effective Date, prohibits the issuance or sale of the Rights, the New Preferred Stock, the Additional Stock or the Backstop Fees pursuant to the Agreement.

(vii) Consents. All governmental and third party notifications, filings, consents, waivers and approvals required in connection with the consummation of the Plan set forth on Schedule 5(f) to be made or obtained prior to the Effective Date shall have been made, obtained or waived.

(b) Conditions to the Obligations of Oaktree and the Backstop Parties. The obligation of Oaktree to purchase the Unsubscribed Securities, and the Backstop Parties to subscribe for and purchase the Backstop Pro Rata Securities pursuant to this Agreement on the Effective Date are subject to the following conditions:

(i) Representations and Warranties and Covenants.

(A) The representations and warranties of the Company set forth in this Agreement (except for the representations and warranties set forth in the first sentence of Section 3(i) and in Section 3(p)(ii)), including the representations incorporated by reference (disregarding all qualifications and exceptions contained therein regarding materiality or Material Adverse Effect) shall be true and correct on the date hereof or such other date as specifically stated herein and on the Effective Date as if made on such date, except, where the failure of such representations and warranties to be so true and correct, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

(B) The representations and warranties set forth in the first sentence of Section 3(i) and in Section 3(p)(ii) shall be true and correct on the date hereof and on the Effective Date as if made on such date. In addition, the Backstop Parties shall have received a certificate from a financial officer of the Company, on behalf of the Company and not individually, (i) setting forth the amount of the cumulative total net revenue of the Company and its Subsidiaries on a consolidated basis for the period beginning April 1, 2013 and ending on the last day of the month for which Interim Financial Statements must be delivered pursuant to Section 5(l), and (ii) certifying that such cumulative total net revenue presents fairly in all material respects the cumulative total net revenue for the period beginning April 1, 2013 and ending on the last day of the month for which Interim Financial Statements must be delivered pursuant to Section 5(l) of the Company and its Subsidiaries on a consolidated basis in accordance with GAAP consistently applied.

(C) The Company shall have complied in all material respects with all of its material obligations hereunder and under any other agreement entered into by the Company pursuant to the Plan.

(ii) Approval of Plan. Except as otherwise approved in writing by the Required Backstop Parties, (A) the Plan (1) shall be consistent in all material respects with this Agreement and the Term Sheet and otherwise reasonably acceptable to the Required Backstop Parties, (2) shall provide for mutual release and exculpation provisions of the Company and the Backstop Parties, their affiliates, representatives and advisors to the fullest extent permitted under applicable law and in such form reasonably acceptable to the Company and the Required Backstop Parties, and (3) shall have conditions to confirmation and the Effective Date (and to what extent any such conditions can be waived and by whom) that are consistent with this Agreement and the Term Sheet in all material respects; (B) the Disclosure Statement shall be consistent in all material respects with this Agreement and the Plan; (C) the

Confirmation Order shall be consistent in all material respects with this Agreement and the Plan; and (D) any amendments or supplements to any of the foregoing shall be consistent in all material respects with this Agreement and the Plan.

(iii) Term Sheet Documentation. All documents referenced in the Term Sheet (including but not limited to the Exit LC Facility, Backstop Term Loan, DIP Credit Agreement, DIP LC Facility and the Exit Credit Agreement) or necessary to effectuate the transactions contemplated thereby shall be consistent in all material respects with the terms thereof and otherwise in form and substance acceptable to the Required Backstop Parties in their reasonable discretion; *provided* that it is understood and agreed that no document or agreement, including without limitation, the Exit LC Facility, the Backstop Term Loan or the Exit Credit Agreement shall contain any requirement that the Company obtain or maintain any credit rating for itself or any of its debt (and this condition shall not be satisfied to the extent any such document or agreement (or related document) contains any such requirement).

(iv) Performance Requirements. As of the Effective Date:

(A) Cumulative EBITDAR, calculated in the manner described in Exhibit C to the Term Sheet, for the period from July 1, 2013 through October 31, 2013 shall not be less than 80% of the EBITDAR projected for such entire four-month period as set forth in the projections set forth in Exhibit D to the Term Sheet; and

(B) Unrestricted cash of the Company and its Subsidiaries, after giving pro forma effect to the issuance of the New Preferred Stock and Additional Stock, the use of proceeds thereof and the consummation of all other transactions to occur on the Effective Date, all as contemplated by or in accordance with the Plan, shall not be less than $20,000,000;

provided, however, that the Required Backstop Parties shall be required to provide written notice to the Company of their exercise of the right to not purchase the Unsubscribed Securities and not subscribe for and purchase the Backstop Pro Rata Securities due to the failure of this condition no later than the earlier of (I) the date of the commencement of the confirmation hearing and (II) December 20, 2013, in order for this condition to the Backstop Parties' obligations to be deemed unsatisfied; *provided, further*, that, without any waiver of any rights or remedies that the Secured Lenders may have to the Deposit or against the Backstop Parties for breach of their obligations hereunder, if the Backstop Parties fail to close the transactions contemplated by this Agreement solely due to the Debtors' non-compliance with the requirements of this Section 7(b)(iv), or as a result of a breach of such Backstop Parties' obligations set forth herein, the Backstop Parties agree to vote in favor of and to otherwise support a Chapter 11 plan that is supported by the Consenting Secured Lenders and voted for by the requisite number and dollar amount of claims in the class in which the Consenting Secured Lenders are members.

(v) Corporate Documents. The Organizational Documents of Holdings, including a Certificate of Designations setting forth the powers, privileged and rights, and the qualifications, limitations or restrictions thereof in respect of the New Preferred Stock attached hereto as Exhibit A, shall be in effect in a form and substance acceptable to the Required Backstop Parties in their reasonable discretion.

(vi) Other Documentation. Except for documents described elsewhere in this Section 7(b), all other material documentation prepared in connection with the Plan, and any other material

documents, motions, pleadings, orders or the like prepared or filed in connection with the Chapter 11 Cases shall be in form and substance satisfactory to the Company and the Required Backstop Parties.

(vii) Purchase Notice. Oaktree's obligation to purchase the Unsubscribed Securities is conditioned upon Oaktree having received the Purchase Notice in accordance with Section 1(g), dated as of the Determination Date, stating the principal amount of Unsubscribed Securities to be purchased pursuant to the Backstop Commitment.

(viii) Fees. The Backstop Fees and the Transaction Expenses, to the extent not previously paid or reimbursed, shall have been paid or reimbursed in full pursuant to the terms of this Agreement.

(c) Conditions to the Obligations of the Company. The obligation of the Company to effect the purchase of the Unsubscribed Securities pursuant to this Agreement on the Effective Date are subject to the following conditions:

(i) Aggregate Purchase Price. Oaktree shall have delivered to the Company, as the total aggregate purchase price for the Unsubscribed Securities, an amount of readily available (same day) funds denominated in United States Dollars equal to the product obtained by multiplying (A) the Purchase Price (as it may be adjusted in accordance with the terms hereof) and (B) the number of Unsubscribed Securities (as it may be adjusted in accordance with the terms hereof).

(ii) Representations and Warranties and Covenants. The representations and warranties of the Backstop Parties set forth in this Agreement shall be true and correct in all material respects on the date hereof and on the Effective Date as if made on such date. The Backstop Parties shall have complied in all material respects with all of their respective obligations hereunder (and shall have complied in all respects with their payment obligations hereunder) and the Company shall have received the aggregate proceeds from the Rights Offering, Oaktree Commitment and purchases by the Backstop Parties of the Offered Securities of Default Backstop Parties as set forth in Section 10, if any, of $135,000,000 in the aggregate inclusive of the Deposit.

8. Indemnification.

(a) Whether or not the Rights Offering is consummated or this Agreement is terminated, the Company shall indemnify the Backstop Parties and the respective Related Parties of each of the Backstop Parties (each such Person being called, an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and reasonable and documented or invoiced out-of-pocket fees and expenses of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee by any third party or by the Company, Holdings or any Subsidiary arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, the Rights Offering, the Backstop Commitment, or the transactions contemplated hereby or thereby, including without limitation, payment of the Backstop Fees, distribution of Rights, purchase and sale of New Preferred Stock and Additional Stock in the Rights Offering and purchase and sale of Unsubscribed Securities pursuant to this Agreement, or any other agreement or instrument contemplated hereby or thereby, the performance by the parties to the Agreement of their respective obligations hereunder or the consummation transactions contemplated hereby, or (ii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Company, Holdings or any Subsidiary and regardless of whether any Indemnitee is a

party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities, costs or related expenses (x) resulted from the gross negligence, bad faith or willful misconduct of such Indemnitee or its Related Parties (as determined by a court of competent jurisdiction in a final and non-appealable judgment), (y) resulted from a material breach of the Agreement by such Indemnitee or its Related Parties (as determined by a court of competent jurisdiction in a final and non-appealable judgment) or (z) arise from disputes between or among Indemnitees that do not involve an act or omission by Holdings, the Company or any Subsidiary.

(b) To the extent permitted by applicable law, the Company shall not assert, and each hereby waives, any claim against any Indemnitee (i) for any direct or actual damages arising from the use by unintended recipients of information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems (including the Internet) in connection with this Agreement or the transactions contemplated hereby; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such direct or actual damages are determined by a court of competent jurisdiction by final, non-appealable judgment to have resulted from the gross negligence or willful misconduct of, or a material breach of this Agreement by, such Indemnitee or its Related Parties or (ii) on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby or the consummation of the transactions contemplated hereunder.

(c) All amounts due under this Section shall be payable not later than ten (10) Business Days after written demand therefor; provided, however, that any Indemnitee shall promptly refund an indemnification payment received hereunder to the extent that there is a final judicial determination that such Indemnitee was not entitled to indemnification with respect to such payment pursuant to this Section 8.

9. Acknowledgements and Agreements of the Company. Notwithstanding anything herein to the contrary, the Company acknowledges and agrees that (a) the transactions contemplated hereby are arm's-length commercial transactions between the Company and the Debtors, on the one hand, and the Backstop Parties, on the other, (b) in connection therewith and with the processes leading to such transactions, each Backstop Party is acting solely as a principal and not the agent or fiduciary of the Company or the other Debtors or their estates, (c) the Backstop Parties have not assumed advisory or fiduciary responsibilities in favor of the Company or the other Debtors or their estates with respect to such transactions or the processes leading thereto and (d) the Company and the other Debtors have consulted their own legal and financial advisors to the extent they deemed appropriate.

10. Default by Backstop Party.

(a) If any Backstop Party defaults on its obligation to purchase the Offered Securities that it has agreed to purchase hereunder, each Default Backstop Party may in its discretion arrange for the purchase of a pro-rata portion of such Offered Securities by itself or other persons satisfactory to the other Default Backstop Parties on the terms contained in this Agreement.

(b) Nothing contained herein shall relieve a Backstop Party of any liability it may have to the Company for damages caused by its default.

11. Survival of Representations and Warranties. The representations and warranties made in this

Agreement will not survive the Effective Date.

12. Termination.

(a) This Agreement shall automatically terminate, unless waived in writing by the Company and the Required Backstop Parties in the event the Support Agreement shall have been terminated by any of the parties thereto for any reason; *provided*, that in the event the Support Agreement is terminated by the Debtors to accept a purchase offer or alternative plan of reorganization after the execution of this Agreement, the Debtors shall pay to the Backstop Parties a break-up fee of $3,000,000 (the "Break-up Fee") in cash as an administrative expense of the Restructuring, to be paid to each Backstop Party *pro rata* based on the total number of Offered Securities subscribed by such Backstop Party in relation to the total amount of Offered Securities (including, in the case of Oaktree, any Unsubscribed Securities it has committed to purchase pursuant to this Agreement) based on Schedule 1; *provided, further*, that such Break-up Fee shall not be payable by the Debtors if the Debtors terminate the Support Agreement because (A) the Debtors determine, in the exercise of their reasonable business judgment, that the Plan is not feasible, (B) the Plan is unable to be confirmed solely as the result of the introduction of a condition to confirmation by the Consenting Noteholders that is outside of the control of the Debtors or (C) one or more Consenting Noteholders materially breach the Support Agreement or the Term Sheet such that non-breaching Consenting Noteholders, at any time, hold or control less than 66 2/3% of the principal amount of the Senior Notes.

(b) The Required Backstop Parties may terminate this Agreement:

(i) if the Company or any of the other Debtors has failed to meet any of the deadlines or milestones set forth in the Support Agreement and Term Sheet as in effect at the time, as may be extended in accordance with the terms therein;

(ii) if (A) the terms of any final document to be approved by the Backstop Parties pursuant to this Agreement, the Support Agreement or the Term Sheet does not reflect the economic terms set forth in, and otherwise conform in all material economic respects to, this Agreement, the Support Agreement and the Term Sheet as may be amended in accordance with the terms therein, (B) the Company has received written notice of such non-conformity, and (C) such non-conforming final document has not been amended to the satisfaction of each Backstop Party within ten (10) Business Days of the Company's receipt of the above notice;

(iii) if the Company has breached in any material respect its obligations under this Agreement, the Support Agreement or the Term Sheet and such breach is not cured (to the extent curable) within ten (10) Business Days after the giving of written notice by any Backstop Party to the Company of such breach; *provided*, that the Backstop Parties are not in material breach of their obligations under this Agreement; and *provided*, further, that if such breach by the Company under the Support Agreement or the Term Sheet is for obligations of the Company solely to the Consenting Secured Lenders and the Consenting Secured Lenders waive such breach, such breach by the Company shall not give rise to the right to terminate this Agreement;

(iv) if an order converting the Chapter 11 Case of any of the Debtors to a case under chapter 7 of the Bankruptcy Code is entered by the Bankruptcy Court and not withdrawn within ten (10) days;

(v) if any court of competent jurisdiction or other competent governmental or regulatory authority issues a ruling, determination, or order making illegal or otherwise preventing or prohibiting the consummation of the Plan substantially on the terms set forth in the Term Sheet and in this Agreement, including an order of the Bankruptcy Court denying confirmation of the Plan, which ruling, determination or order (A) has been in effect for 30 days and (B) is not stayed;

(vi) upon the entry of an order by the Bankruptcy Court appointing an examiner with enlarged powers relating to the operation of the material part of the business of the Debtors, taken as a whole (powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code) under section 1106(b) of the Bankruptcy Code, or the entry of an order by the Bankruptcy Court appointing a trustee under section 1104 of the Bankruptcy Code and, in either case, such order (A) has been in effect for 30 days and (B) is not stayed;

(vii) upon the entry of an order dismissing one or more of the Chapter 11 Cases; and

(viii) if the Effective Date has not occurred on or prior to December 31, 2013 if the requirement for the Confirmation Order becoming final and non-appealable is waived, or January 7, 2014 if such requirement is not waived, or such later date as may be provided in any amendment or waiver to the Support Agreement.

(c) The Company may terminate this Agreement in accordance with the terms set forth in the Support Agreement, subject to payment of the Breakup Fee as provided in Section 12(a)(i), in cash, and the reimbursement of all expenses pursuant to Section 2(c), in each case prior to or contemporaneously with such termination.

(d) Upon termination under this Section 12, the covenants and agreements made by the parties herein under Sections 2(c), 9, 11 and 13 through 20 will survive indefinitely in accordance with their terms.

13. Notices. All notices and other communications in connection with this Agreement will be in writing and will be deemed given (and will be deemed to have been duly given upon receipt) if delivered personally, sent via electronic facsimile (with confirmation), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the parties at the following addresses (or at such other address for a party as will be specified by like notice):

(a) If to any of the Backstop Parties, at their respective addresses set forth on the signature pages hereto, with a copy to:

Latham & Watkins LLP
355 South Grand Avenue
Los Angeles, CA 90071-1560
Attn: Steven B. Stokdyk, Esq.

(b) If to the Company, to:

Rural/Metro Corporation
9221 E. Via De Ventura
Scottsdale, Arizona 85258
Attn: General Counsel

with a copy (which shall not constitute notice) to:

Willkie, Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019-6099
Attn: Rachel C. Strickland
David Boston

14. Assignment; Third Party Beneficiaries. Except as otherwise expressly provided herein, neither this Agreement nor any of the rights, interests or obligations under this Agreement will be assigned by any of the parties (whether by operation of law or otherwise) without the prior written consent of the other parties hereto. Notwithstanding the previous sentence, this Agreement, or any Backstop Party's obligations hereunder, may be assigned, delegated or transferred, in whole or in part, by a Backstop Party to (i) any affiliate of such Backstop Party over which such Backstop Party or any of its affiliates exercises investment authority, including, without limitation, with respect to voting and dispositive rights, or (ii) any transferee of such Backstop Party's Rights in accordance with Section 1(c); *provided*, that any such assignee assumes the obligations of the Backstop Party hereunder, to the extent applicable, and agrees in writing to be bound by the terms of this Agreement in the same manner as the Backstop Party, as applicable, and that any such assignee shall be deemed to have consented to any actions the assignor may have made prior to such assignment. Notwithstanding the foregoing or any other provisions herein, no such assignment to an affiliate pursuant to clause (i) above will relieve the assigning Backstop Party of its obligations hereunder if such assignee fails to perform such obligations. Except as provided in Section 8 with respect to the Indemnified Parties, this Agreement (including the documents and instruments referred to in this Agreement) is not intended to and does not confer upon any person other than the parties hereto any rights or remedies under this Agreement. Notwithstanding the foregoing or any other provisions herein to the contrary, no Backstop Party may assign any of its rights or obligations under this Agreement, to the extent such assignment would affect the securities laws exemptions applicable to this transaction.

15. Prior Negotiations; Entire Agreement. This Agreement (including the exhibits hereto and the documents and instruments referred to in this Agreement, which are incorporated herein by reference and made part of this Agreement as if fully set forth herein) constitutes the entire agreement of the parties hereto and supersedes all prior agreements, arrangements or understandings, whether written or oral, among the parties hereto with respect to the subject matter of this Agreement, except that the parties hereto acknowledge that any confidentiality agreements heretofore executed between or among the parties hereto will continue in full force and effect. In the event of any inconsistencies between the Term Sheet and the operative provisions of this Agreement, the operative terms of this Agreement shall prevail.

16. GOVERNING LAW; VENUE. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, THE PARTIES HERETO HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF, AND

VENUE IN, THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE AND WAIVES ANY OBJECTION BASED ON *FORUM NON CONVENIENS*.

17. Counterparts. This Agreement may be executed in any number of counterparts, all of which will be considered one and the same agreement and will become effective when counterparts have been signed by each of the parties and delivered to the other party (including via facsimile or other electronic transmission), it being understood that each party need not sign the same counterpart.

18. Waivers and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions of this Agreement may be waived, only by a written instrument signed by the Company and the Required Backstop Parties or, in the case of a waiver, by the party hereto waiving compliance, and subject, to the extent required, to the approval of the Bankruptcy Court; *provided* that only the consent of the Required Backstop Parties shall be required to waive any failure of the Debtors to satisfy any of the conditions set forth in Section 7 or any other default by the Debtors hereunder; and *provided, further* that deadlines hereunder may be amended in writing (including by electronic mail) by counsel to the Company and the Backstop Parties. No delay on the part of any party hereto in exercising any right, power or privilege pursuant to this Agreement will operate as a waiver thereof, nor will any waiver on the part of any party of any right, power or privilege pursuant to this Agreement, nor will any single or partial exercise of any right, power or privilege pursuant to this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Agreement. The rights and remedies provided pursuant to this Agreement are cumulative and are not exclusive of any rights or remedies which any party hereto otherwise may have at law or in equity.

19. Headings. The headings in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

20. Specific Performance. The parties hereto acknowledge and agree that any breach of the terms of this Agreement would give rise to irreparable harm for which money damages would not be an adequate remedy, and, accordingly, the parties hereto agree that, in addition to any other remedies, each party hereto will be entitled to enforce the terms of this Agreement by a decree of specific performance without the necessity of proving the inadequacy of money damages as a remedy and without the necessity of posting bond.

21. Non-Recourse. This Agreement may only be enforced against, and any action or proceeding based upon, arising out of, or related to this Agreement may only be brought against the Company and then only with respect to the specific obligations set forth herein with respect to the Company. Except for actual fraud or intentional misrepresentation, no past, present or future director, officer, employee, incorporator, member, partner, stockholder, affiliate, advisor, agent, attorney or representative of the Company shall have any liability for any obligations or liabilities of the Company or for any claim (whether in contract, in tort, at law or otherwise, or based on any theory that seeks to "pierce the corporate veil" or impose liability of an entity against its owners or affiliates or otherwise), liability or any other obligation arising under, based on, in respect of, or by reason of, this Agreement or the transactions contemplated by this Agreement, including its negotiation and/or execution. This paragraph does not alter any party's rights with respect to claims or liabilities that existed prior to or independently of the negotiation and execution of this Agreement, including any claims whose damages may be impacted by the value of the consideration received by any party under this Agreement or the Plan.

[Signature Page Follows]

If the foregoing is in accordance with your understanding, please sign and return to us a counterpart hereof, and upon the acceptance hereof by you, this Agreement and such acceptance hereof will constitute a binding agreement between you and (subject to the approval of the Bankruptcy Court) the Company.

Very truly yours,

RURAL/METRO CORPORATION

By: _____
Name:
Title:

ARIZONA EMS HOLDINGS, INC.
BEACON TRANSPORTATION, INC.
BOWERS COMPANIES, INC.
COM TRANS AMBULANCE SERVICE, INC.
CORNING AMBULANCE SERVICE, INC.
DONLOCK, LTD.

E.M.S. VENTURES, INC.
EASTERN AMBULANCE SERVICE, INC.
EASTERN PARAMEDICS, INC.

EMERGENCY MEDICAL TRANSPORT, INC.
EMS VENTURES OF SOUTH CAROLINA, INC

GOLD CROSS AMBULANCE SERVICE OF PA, INC.

GOLD CROSS AMBULANCE SERVICES, INC.

LASALLE AMBULANCE, INC.

MEDICAL EMERGENCY DEVICES AND SERVICES (MEDS), INC.
MERCURY AMBULANCE SERVICE, INC.
METRO CARE CORP.
NATIONAL AMBULANCE & OXYGEN SERVICE, INC.
NORTH MISS. AMBULANCE SERVICE, INC.
PACIFIC AMBULANCE, INC.
PROFESSIONAL MEDICAL TRANSPORT, INC.
R/M ARIZONA HOLDINGS, INC.
RMC CORPORATE CENTER, L.L.C.
R/M MANAGEMENT CO., INC.
R/M OF TENNESSEE G.P., INC.
R/M OF TENNESSEE L.P., INC.
RURAL/METRO (DELAWARE) INC.

RURAL/METRO CORPORATION (an Arizona corporation)
RURAL/METRO CORPORATION OF FLORIDA

RURAL/METRO CORPORATION OF TENNESSEE
RURAL/METRO FIRE DEPT., INC.

RURAL/METRO OF BREWERTON, INC.
RURAL/METRO OF CALIFORNIA, INC.
RURAL/METRO OF NORTHERN OHIO, INC.
RURAL/METRO OF OHIO, INC.
RURAL/METRO OF OREGON, INC.
RURAL/METRO OF ROCHESTER, INC.
RURAL/METRO OF SAN DIEGO, INC.
RURAL/METRO OF SOUTHERN CALIFORNIA, INC.
RURAL/METRO OF SOUTHERN OHIO, INC.
RURAL/METRO OPERATING COMPANY, LLC
SAN DIEGO MEDICAL SERVICES ENTERPRISE, L.L.C.
SIOUX FALLS AMBULANCE, INC.
SOUTHWEST AMBULANCE AND RESCUE OF ARIZONA, INC.
SOUTHWEST AMBULANCE OF CASA GRANDE, INC.
SOUTHWEST AMBULANCE OF NEW MEXICO, INC.
SOUTHWEST AMBULANCE OF SOUTHEASTERN ARIZONA, INC.
SOUTHWEST AMBULANCE OF TUCSON, INC.

SOUTHWEST GENERAL SERVICES, INC.
SW GENERAL INC.
THE AID AMBULANCE COMPANY, INC.

THE AID COMPANY, INC.
TOWNS AMBULANCE SERVICE, INC.
VALLEY FIRE SERVICE, INC.
WP ROCKET HOLDINGS, INC.
W & W LEASING COMPANY, INC.

RURAL/METRO MID-SOUTH, L.P.
By: R/M OF TENNESSEE G.P., INC.,
its General Partner

RURAL/METRO INDIANA, L.P.
By: THE AID AMBULANCE COMPANY., INC.,
its General Partner

RURAL/METRO TENNESSEE, L.P.
By: R/M OF TENNESSEE G.P., INC.,
its General Partner

RURAL/METRO OF CENTRAL ALABAMA, INC.
RURAL/METRO OF CENTRAL COLORADO, INC.
RURAL/METRO OF CENTRAL OHIO, INC.
RURAL/METRO OF GREATER SEATTLE, INC.
RURAL/METRO OF NEW YORK, INC.
RURAL/METRO OF NORTHERN CALIFORNIA, INC.

By: _____
Name: Stephen Farber
Title: Secretary of each of the foregoing entities

Accepted as of the date hereof:

OAKTREE PRINCIPAL FUND V, L.P.
OAKTREE PRINCIPAL FUND V (PARALLEL), L.P.

By: Oaktree Principal Fund V GP, L.P.
Its: General Partner

By: Oaktree Principal Fund V GP Ltd.
Its: General Partner

By: Oaktree Capital Management, L.P.
Its: Director

By: _____
Name: Mike Harmon
Title: Managing Director

By: _____
Name:
Title:

OAKTREE FF INVESTMENT FUND, L.P.

By: Oaktree FF Investment Fund GP, L.P.
Its: General Partner

By: Oaktree FF Investment Fund GP Ltd.
Its: General Partner

By: Oaktree Capital Management, L.P.
Its: Director

By: _____
Name: Mike Harmon
Title: Managing Director

By: _____
Name:
Title:

FIDELITY ADVISOR SERIES I: FIDELITY ADVISOR HIGH INCOME ADVANTAGE FUND

By: _____
Name:
Title: Stacie M. Smith
Deputy Treasurer

FIDELITY PURITAN TRUST: FIDELITY PURITAN FUND

By: _____
Name:
Title: Stacie M. Smith
Deputy Treasurer

MASTER TRUST BANK OF JAPAN LTD.

RE: FIDELITY US HIGH YIELD

By: Fidelity Management & Research Company
Its: Investment Manager

By: _____
Name:
Title: Adrien Deberghes
Authorized Signatory

FIDELITY FUNDS SICAV / FIDELITY FUNDS – US HIGH YIELD

By: Fidelity Management & Research Company
Its: Investment Manager

By: _____
Name:
Title: Adrien Deberghes
Authorized Signatory

FIDELITY AMERICAN HIGH YIELD FUND

By: Fidelity Investments Canada ULC,
in its capacity as Trustee

By: _____
Name:
Title: Stacie Smith
Authorized Signatory

FIDELITY CANADIAN ASSET ALLOCATION FUND

By: Fidelity Investments Canada ULC,
in its capacity as Trustee

By: _____
Name:
Title: Stacie Smith
Authorized Signatory

FIDELITY CANADIAN BALANCED FUND

By: Fidelity Investments Canada ULC,
in its capacity as Trustee

By: _____
Name:
Title: Stacie Smith
Authorized Signatory

FIDELITY IT HIGH YIELD OPEN MOTHER

By: Fidelity Management & Research Company
Its: Investment Manager

By: _____
Name:
Title: Stacie Smith
Authorized Signatory

FIDELITY SUMMER STREET TRUST:
FIDELITY GLOBAL HIGH INCOME FUND

By: _____
Name:
Title: Adrien Deberghes
Deputy Treasurer

FIDELITY ADVISOR SERIES II: FIDELITY
ADVISOR STRATEGIC INCOME FUND

By: _____
Name:
Title: Adrien Deberghes
Assistant Treasurer

FIDELITY SUMMER STREET TRUST:
FIDELITY CAPITAL & INCOME FUND

By: _____
Name:
Title: Adrien Deberghes
Deputy Treasurer

FIDELITY SCHOOL STREET TRUST:
FIDELITY STRATEGIC INCOME FUND

By: _____
Name:
Title: Adrien Deberghes
Assistant Treasurer

VARIABLE INSURANCE PRODUCTS FUND V:
STRATEGIC INCOME PORTFOLIO

By: _____
Name: Adrien Deberghes
Title: Assistant Treasurer

FIDELITY STRATEGIC INCOME FUND MOTHER

By: Fidelity Management & Research Company
Its: Investment Manager

By: _____
Name: Adrien Deberghes
Title: Authorized Signatory

VISIUM BALANCED MASTER FUND, LTD.

By: Visium Asset Management, LP
Its: Investment Manager

By: _____
Name: Mark Gottlieb
Title: Authorized Signatory

VISIUM CREDIT MASTER FUND, LTD.

By: Visium Asset Management, LP
Its: Investment Manager

By: _____
Name: Mark Gottlieb
Title: Authorized Signatory

BREVAN HOWARD CREDIT CATALYST
MASTER FUND LIMITED

By: _____
Name: Karla Bodden
Title: Director

DG VALUE PARTNERS L.P.

By: DG Capital Management, LLC
Its: Investment Manager

By: _____
Name:
Title: **Dov Gertzulin**
Managing Member

DG VALUE PARTNERS II MASTER FUND L.P.

By: DG Capital Management, LLC
Its: Investment Manager

By: _____
Name:
Title: **Dov Gertzulin**
Managing Member

SPECIAL SITUATIONS LLC

By: DG Capital Management, LLC
Its: Investment Manager

By: _____
Name: **Dov Gertzulin**
Title: Managing Member

SPECIAL SITUATIONS X LLC

By: DG Capital Management, LLC
Its: Investment Manager
By: _____
Name:
Title:
Dov Gertzulin
Managing Member

Attachment A to Commitment Agreement

Certain Definitions

The following terms used herein, including in the preamble, recitals, exhibits and schedules hereto, shall have the following meanings:

"Adverse Proceeding" means any action, suit, proceeding, hearing (in each case, whether administrative, judicial or otherwise), governmental investigation or arbitration (whether or not purportedly on behalf of the Company or any of its Subsidiaries) at law or in equity, or before or by any Governmental Authority, domestic or foreign (including any environmental claims), whether pending or, to the knowledge of the Company or any of its Subsidiaries, threatened against or affecting the Company or any of its Subsidiaries or any property of the Company or any of its Subsidiaries.

"affiliate" shall have the meaning ascribed to such term in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended, or any similar successor federal statute, and the rules and regulations thereunder, all as the same shall be in effect from time to time.

"Confirmation Order" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

"Contractual Obligation" means, as applied to any Person, any provision of any Security issued by that Person or of any indenture, mortgage, deed of trust, contract, undertaking, agreement or other instrument to which that Person is a party or by which it or any of its properties is bound or to which it or any of its properties is subject.

"Default Backstop Parties" means the Backstop Parties who have funded a portion of the Deposit as set forth on Schedule 1 hereto.

"DIP Credit Agreement" means that certain Senior Secured Super Priority Debtor in Possession Credit Agreement, dated as of August 4, 2013, among Holdings, Rural/Metro, the lenders party thereto and the DIP Agent, as may be amended.

"Effective Date" means the effective date of the Plan.

"Employee Benefit Plan" means any "employee benefit plan" as defined in Section 3(3) of ERISA (other than a Multiemployer Plan) which is or, within the last six years, was sponsored, maintained or contributed to by, or required to be contributed by, the Company, any of its Subsidiaries or, solely with respect to any Employee Benefit Plan covered under Title IV of ERISA, any of their respective ERISA Affiliates.

"Engagement Letter" means that certain letter agreement, dated July 16, 2013, by and among Houlihan Lokey Capital, Inc., Latham & Watkins LLP, solely in its capacity as counsel to, on behalf of, and with the consent and authorization of, the Ad Hoc Noteholder Group (as defined therein), and Rural/Metro Corporation.

"Environmental Laws" means the applicable common law and treaties, rules, regulations, codes, ordinances, judgments, orders, decrees and other applicable Requirements of Law, and all applicable injunctions or binding agreements issued, promulgated or entered into by or with any Governmental Authority, in each instance relating to the protection of the environment, to preservation or reclamation of natural resources, to Release or threatened Release of any Hazardous Material or to the extent relating to exposure to Hazardous Materials, to health or safety matters.

"Environmental Liability" means any liability, obligation, loss, claim, action, order or cost, contingent or otherwise (including any liability for damages, costs of medical monitoring, costs of environmental remediation or restoration, administrative oversight costs, consultants' fees, fines, penalties and indemnities), of Holdings, Rural/Metro or any of their Subsidiaries directly or indirectly resulting from or based upon (a) any actual or alleged violation of any Environmental Law or permit, license or approval issued thereunder, (b) the generation, use, handling, transportation or storage treatment of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any successor thereto.

"ERISA Affiliate" means, as applied to any Person, (i) any corporation which is a member of a controlled group of corporations within the meaning of Section 414(b) of the Internal Revenue Code of which that Person is a member; (ii) any trade or business (whether or not incorporated) which is a member of a group of trades or businesses under common control within the meaning of Section 414(c) of the Internal Revenue Code of which that Person is a member; and (iii) any member of an affiliated service group within the meaning of Section 414(m) or (o) of the Internal Revenue Code of which that Person, any corporation described in clause (i) above or any trade or business described in clause (ii) above is a member. Any former ERISA Affiliate of the Company or any of its Subsidiaries shall continue to be considered an ERISA Affiliate of the Company or any such Subsidiary within the meaning of this definition with respect to the period such entity was an ERISA Affiliate of the Company or such Subsidiary and with respect to liabilities arising after such period for which the Company or such Subsidiary could be liable under the Internal Revenue Code or ERISA.

"ERISA Event" means (i) a "reportable event" within the meaning of Section 4043 of ERISA and the regulations issued thereunder with respect to any Pension Plan (excluding those for which the provision for 30-day notice to the PBGC has been waived by regulation); (ii) the failure to meet the minimum funding standard of Section 412 of the Internal Revenue Code with respect to any Pension Plan (whether or not waived in accordance with Section 412(c) of the Internal Revenue Code) or the failure to make by its due date a required installment under Section 430(j) of the Internal Revenue Code with respect to any Pension Plan or the failure to make any required contribution to a Multiemployer Plan; (iii) the provision by the administrator of any Pension Plan pursuant to Section 4041(a)(2) of ERISA of a notice of intent to terminate such plan in a distress termination described in Section 4041(c) of ERISA; (iv) the withdrawal by the Company, any of its Subsidiaries or any of their respective ERISA Affiliates from any Pension Plan with two or more contributing sponsors or the termination of any such Pension Plan

resulting in liability to the Company, any of its Subsidiaries or any of their respective Affiliates pursuant to Section 4063 or 4064 of ERISA; (v) the institution by the PBGC of proceedings to terminate any Pension Plan, or the occurrence of any event or condition which might constitute grounds under ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (vi) the imposition of liability on the Company, any of its Subsidiaries or any of their respective ERISA Affiliates pursuant to Section 4062(e) or 4069 of ERISA or by reason of the application of Section 4212(c) of ERISA; (vii) the withdrawal of the Company, any of its Subsidiaries or any of their respective ERISA Affiliates in a complete or partial withdrawal (within the meaning of Sections 4203 and 4205 of ERISA) from any Multiemployer Plan if there is any potential liability therefore, or the receipt by the Company, any of its Subsidiaries or any of their respective ERISA Affiliates of notice from any Multiemployer Plan that it is in reorganization or insolvency pursuant to Section 4241 or 4245 of ERISA, or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA; (viii) the occurrence of an act or omission which could give rise to the imposition on the Company, any of its Subsidiaries or any of their respective ERISA Affiliates of fines, penalties, taxes or related charges under Chapter 43 of the Internal Revenue Code or under Section 409, Section 502(c), (i) or (l), or Section 4071 of ERISA in respect of any Employee Benefit Plan; (ix) the assertion of a material claim (other than routine claims for benefits) against any Employee Benefit Plan other than a Multiemployer Plan or the assets thereof, or against the Company, any of its Subsidiaries or any of their respective ERISA Affiliates in connection with any Employee Benefit Plan; (x) receipt from the Internal Revenue Service of notice of the failure of any Pension Plan (or any other Employee Benefit Plan intended to be qualified under Section 401(a) of the Internal Revenue Code) to qualify under Section 401(a) of the Internal Revenue Code, or the failure of any trust forming part of any Pension Plan to qualify for exemption from taxation under Section 501(a) of the Internal Revenue Code; or (xi) the imposition of a lien pursuant to Section 430(k) of the Internal Revenue Code or ERISA or a violation of Section 436 of the Internal Revenue Code.

"Exit Credit Agreement" means the Credit Agreement, as amended in accordance with the Term Sheet.

"Fiscal Year" means the fiscal year of the Company and its Subsidiaries, ending on December 31 of each calendar year.

"GAAP" means, subject to the limitations on the application thereof set forth in Section 1.2 of the Credit Agreement, United States generally accepted accounting principles in effect as of the date of determination thereof.

"Governmental Authority" means any foreign, federal, state, provincial, local, national or other government, governmental department, commission, board, bureau, court, agency or instrumentality or political subdivision thereof or any entity, officer or examiner exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case whether associated with a state of the United States, the United States, or a foreign entity or government.

"Granite Facility Sale" means the sale of means the sale of certain real property and improvements at 8418 E. Indian School Road, Scottsdale, Arizona to WP West Acquisitions, LLC which was approved by the Bankruptcy Court in the Chapter 11 Cases by Order dated September 10, 2013 entered as Docket Number 234.

"Hazardous Materials" means all substances, wastes, pollutants or contaminants, materials, constituents, chemicals or compounds in any form regulated under any Environmental Law, including petroleum or petroleum by-products or distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated as hazardous or toxic, or any other term of similar import, pursuant to any Environmental Law.

"Holder Pro Rata Allocation" means the amount of shares calculated by multiplying (i) $135,000,000 *times* (ii) a fraction, the numerator of which is the aggregate accreted value (plus any unpaid interest thereon) of Senior Notes held by an Eligible Holder as of the Record Date and the denominator of which is $312,218,394.

"Intellectual Property" shall mean, the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under the United States, multinational or foreign laws or otherwise, including without limitation, copyrights, copyright licenses, patents, patent licenses, trademarks, trademark licenses, trade secrets, and trade secret licenses, and the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

"Interim Financial Statements" means the financial statements required to be delivered after the date hereof pursuant to Section 5(l) of this Agreement.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended to the date hereof and from time to time hereafter, and any successor statute.

"July-August Historical Financial Statements" means the unaudited financial statements of the Company and its Subsidiaries as of and for each of the fiscal months ended July 31, 2013 and August 31, 2013, as delivered to the Backstop Parties prior to the date of this Agreement (without giving effect to any subsequent adjustment, revision, restatement or modification).

"Material Adverse Effect" means a material adverse effect on and/or material adverse developments with respect to (i) the business, operations, properties, assets or financial condition of the Company and its Subsidiaries, taken as a whole (other than those events typically resulting from the filing of the Chapter 11 Cases, the announcement of the filing of the Chapter 11 Cases, and those events typically resulting from the emergence from the Chapter 11 Cases); or (ii) the ability of the Company or any of its Subsidiaries, taken as a whole, to fully and timely perform their obligations under this Agreement, the Plan and any other document contemplated hereby or thereby; *provided*, that events, changes, circumstances, effects or state of facts (A) occurring generally in the U.S. economy, (B) occurring generally in the industries in which the Company and its Subsidiaries do business; (C) resulting from any changes in laws applicable to the business of the Company and its Subsidiaries or GAAP (or other accounting principles or requirements) or the authoritative interpretations or enforcement thereof; (D) resulting from an outbreak or escalation of military hostilities involving any country where the Company and its Subsidiaries do business, the declaration by any country where the Company or any of its Subsidiaries does business of a national emergency or war, or the occurrence of any acts of

terrorism and any actions or reactions thereto; (E) resulting from any action taken, or failed to be taken by the Company at the request of or with the consent of the Backstop Parties or as otherwise required by the terms of this Agreement; or (F) resulting from any failure of the Company to meet estimates, projections or forecasts of revenues, earnings or other financial or business metrics (but not the underlying cause of such failure) shall not be deemed to have a Material Adverse Effect, except, in the case of clause (A), (B) or (C), to the extent such changes or developments have a disproportionate material adverse effect on the Company and its Subsidiaries as compared to other participants in their industry.

"Material Contract" means any contract or other arrangement to which the Company or any of its Subsidiaries is a party for which breach, nonperformance, cancellation or failure to renew could reasonably be expected to have a Material Adverse Effect.

"Multiemployer Plan" means any Employee Benefit Plan which is a "multiemployer plan" as defined in Section 3(37) of ERISA.

"Organizational Documents" means (i) with respect to any corporation or company, its certificate, memorandum or articles of incorporation, organization or association, as amended, and its by-laws, as amended, (ii) with respect to any limited partnership, its certificate or declaration of limited partnership, as amended, and its partnership agreement, as amended, (iii) with respect to any general partnership, its partnership agreement, as amended, and (iv) with respect to any limited liability company, its articles of organization, as amended, and its operating agreement, as amended. In the event any term or condition of this Agreement requires any Organizational Document to be certified by a secretary of state or similar governmental official, the reference to any such "Organizational Document" shall only be to a document of a type customarily certified by such governmental official.

"PBGC" means the Pension Benefit Guaranty Corporation or any successor thereto.

"Pension Plan" means any Employee Benefit Plan, other than a Multiemployer Plan, which is subject to Section 412 of the Internal Revenue Code or Section 302 of ERISA.

"Permitted Liens" means any Liens permitted under the Credit Agreement, the DIP Credit Agreement, the DIP LC Facility and any Liens that arise in the ordinary course of business of the Company and its Subsidiaries.

"Person" means and includes natural persons, corporations, limited partnerships, general partnerships, limited liability companies, limited liability partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and Governmental Authorities.

"Post-Petition" means the time period beginning immediately upon the filing of the Chapter 11 Cases.

"Prepayment" means has the meaning set forth in the Term Sheet.

"Prepetition Letters of Credit" shall mean those certain letters of credit issued and outstanding under the Credit Agreement as of the Petition Date.

"Pro Rata Stock Share" means with respect to a share of New Preferred Stock, that number of shares of Additional Stock calculated by multiplying (i) the total number of shares of Additional Stock issued in the Rights Offering by (ii) a fraction, the numerator of which is one share of New Preferred Stock, and the denominator of which is the total number of shares of New Preferred Stock issued in the Rights Offering.

"Real Estate Asset" means, at any time of determination, any interest (fee, leasehold or otherwise) then owned by the Company or any of its Subsidiaries in any real property.

"Record Date" means the date approved by the Bankruptcy Court for the solicitation of acceptances and rejections of the Plan.

"Related Parties" means, with respect to any specified Person, such Person's affiliates and the partners, directors, officers, employees, trustees, agents, controlling persons, advisors and other representatives of such Person and of each of such Person's affiliates and permitted successors and assigns.

"Release" means any release, spill, emission, leaking, dumping, injection, emptying, pumping, escaping, pouring, deposit, disposal, discharge, dispersal, leaching or migration into or through the environment (including ambient air, indoor air, surface water, groundwater, land surface or subsurface strata) and including the environment within any building, or any occupied structure, facility or fixture.

"Reorganized Debtors" shall refer to the Debtors upon the effective date of the Plan.

"Subsidiary" means with respect to any Person, any corporation, partnership, limited liability company, association, joint venture or other business entity of which more than 50% of the total voting power of shares of stock or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, managers, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof; *provided*, that in determining the percentage of ownership interests of any Person controlled by another Person, no ownership interest in the nature of a "qualifying share" of the former Person shall be deemed to be outstanding.

"Valeant Headquarters Lease" means the lease for the Company's headquarters in Scottsdale, Arizona.

Schedule 1

Consenting Noteholder	Deposit	Backstop Pro Rata Securities		Backstop Fees
		New Preferred Stock	Additional Stock	
Brevan Howard Credit Catalyst Master Fund Limited	$1,220,000	16,388,698 shares	16,388,698 shares	208,483 shares
DG Value Partners, L.P. DG Value Partners II Master Fund L.P. Special Situations LLC Special Situations X LLC	$290,000	3,962,693 shares	3,962,693 shares	50,360 shares
Fidelity Strategic Income Fund Mother	$0	6,851 shares	6,851 shares	82 shares
Fidelity Funds SICAV/Fidelity Funds – US High Yield	$0	5,059,305 shares	5,059,305 shares	60,594 shares
Master Trust Bank of Japan Ltd. Re: Fidelity US High Yield	$0	4,997,465 shares	4,997,465 shares	59,853 shares
Fidelity IT High Yield Open Mother	$0	47,352 shares	47,352 shares	567 shares
Fidelity Advisor Series I: Fidelity Advisor High Income Advantage Fund	$0	1,420,805 shares	1,420,805 shares	17,017 shares

Consenting Noteholder	**Deposit**	**Backstop Pro Rata Securities**		**Backstop Fees**
		New Preferred Stock	**Additional Stock**	
Fidelity Puritan Trust: Fidelity Puritan Fund	$0	950,274 shares	950,274 shares	11,381 shares
Fidelity Summer Street Trust: Fidelity Global High Income Fund	$0	58,168 shares	58,168 shares	697 shares
Fidelity Summer Street Trust: Fidelity Capital & Income Fund	$0	4,124,064 shares	4,124,064 shares	49,393 shares
Fidelity Advisor Series II: Fidelity Advisor Strategic Income Fund	$0	1,532,252 shares	1,532,252 shares	18,351 shares
Fidelity School Street Trust: Fidelity Strategic Income Fund	$0	1,406,657 shares	1,406,657 shares	16,847 shares
Variable Insurance Products Fund V: Strategic Income Portfolio	$0	146,146 shares	146,146 shares	1,750 shares
Fidelity American High Yield Fund	$0	837,516 shares	837,516 shares	10,031 shares
Fidelity Canadian Balanced Fund	$0	494,786 shares	494,786 shares	5,926 shares
Fidelity Canadian Asset Allocation Fund	$0	479,928 shares	479,928 shares	5,748 shares
Oaktree Principal Fund V, L.P. Oaktree Principal Fund V (Parallel), L.P.	$7,040,000	51,249,329 shares + Unsubscribed Securities up to	51,249,329 shares + Unsubscribed Securities up to	684,198 shares

Consenting Noteholder	**Deposit**	**Backstop Pro Rata Securities**		**Backstop Fees**
		New Preferred Stock	**Additional Stock**	
Oaktree FF Investment Fund L.P.		22,281,242 shares	22,281,242 shares	
Visium Credit Master Fund, Ltd. Visium Balanced Master Fund, Ltd.	$1,450,000	19,556,469 shares	19,556,469 shares	248,722 shares
TOTAL	$10,000,000	112,718,758 shares + Unsubscribed Securities up to 22,281,242 shares	112,718,758 shares + Unsubscribed Securities up to 22,281,242 shares	1,450,000 shares

Schedule 3(a)(ii) – Subsidiaries

No	Current Legal Entities Owned	Record Owner	Certificate No.	Shares / Interest	Percent Pledged (%)
1.	ARIZONA EMS HOLDINGS, INC.	R/M ARIZONA HOLDINGS, INC.	3	10,000	100
2.	BEACON TRANSPORTATION, INC.	RURAL/METRO OF ROCHESTER, INC.	2	500	100
3.	BOWERS COMPANIES, INC.	RURAL/METRO OF NORTHERN CALIFORNIA, INC.	28	198	100
4.	COMTRANS AMBULANCE SERVICE, INC.	ARIZONA EMS HOLDINGS, INC.	10	1,000	100
5.	CORNING AMBULANCE SERVICE INC.	RURAL/METRO OF NEW YORK, INC.	3	200	100
6.	DONLOCK, LTD.	RURAL/METRO OPERATING COMPANY, LLC	3	100	100
7.	E.M.S. VENTURES, INC.	RURAL/METRO CORPORATION (an Arizona corporation)	8	600	100
8.	EMS VENTURES OF SOUTH CAROLINA, INC.	RURAL/METRO CORPORATION (an Arizona corporation)	5	500	100
9.	EASTERN AMBULANCE SERVICE, INC.	RURAL/METRO CORPORATION (an Arizona corporation)	16	975.714	100
10.	EASTERN PARAMEDICS, INC.	RURAL/METRO OF NEW YORK, INC.	1	100	100
11.	EMERGENCY MEDICAL TRANSPORT, INC.	ARIZONA EMS HOLDINGS, INC.	8	100	100
12.	GOLD CROSS AMBULANCE SERVICES, INC.	RURAL/METRO OF OHIO, INC.	4	120	100
13.	GOLD CROSS AMBULANCE SERVICE OF PA., INC.	GOLD CROSS AMBULANCE SERVICES, INC.	4	100	100
14.	LASALLE AMBULANCE INC.	RURAL/METRO OF NEW YORK, INC.	2	200	100
15.	MEDICAL EMERGENCY DEVICES AND SERVICES (MEDS), INC.	RURAL/METRO OPERATING COMPANY, LLC	3	1,000	100
16.	MERCURY AMBULANCE SERVICE, INC.	RURAL/METRO CORPORATION (an Arizona corporation)	8	601	100
17.	METRO CARE CORP.	RURAL/METRO OPERATING COMPANY, LLC	3	100	100
18.	NATIONAL AMBULANCE & OXYGEN SERVICE, INC.	RURAL/METRO OF ROCHESTER, INC.	6	2,000	100
19.	NORTH MISS. AMBULANCE SERVICE, INC.	RURAL/METRO OPERATING COMPANY, LLC	11	1,500	100
20.	PACIFIC AMBULANCE, INC.	RURAL/METRO OF NORTHERN CALIFORNIA, INC.	9	500,000	100

No	Current Legal Entities Owned	Record Owner	Certificate No.	Shares / Interest	Percent Pledged (%)
21.	PROFESSIONAL MEDICAL TRANSPORT, INC.	ARIZONA EMS HOLDINGS, INC.	16	5,000	100
22.	RMC CORPORATE CENTER, L.L.C.	RURAL/METRO CORPORATION (an Arizona corporation)	N/A	100%	100
23.	R/M ARIZONA HOLDINGS, INC.	RURAL/METRO CORPORATION (an Arizona corporation)	1	100	100
24.	R/M MANAGEMENT CO., INC.	RURAL/METRO CORPORATION (an Arizona corporation)	3	20,000	100
25.	R/M OF TENNESSEE G. P., INC.	RURAL/METRO CORPORATION OF TENNESSEE	1	100	100
26.	R/M OF TENNESSEE L.P., INC.	RURAL/METRO CORPORATION OF TENNESSEE	5	1,200	100
27.	RURAL/METRO CORPORATION (an Arizona corporation)	RURAL/METRO OPERATING COMPANY, LLC	880	1,000	100
28.	RURAL/METRO CORPORATION (a Delaware corporation)	WP ROCKET HOLDINGS INC.	1	100	100
29.	RURAL/METRO CORPORATION OF FLORIDA	RURAL/METRO CORPORATION (an Arizona corporation)	2	76	100
30.	RURAL/METRO CORPORATION OF TENNESSEE	RURAL/METRO CORPORATION (an Arizona corporation)	12	150	100
31.	RURAL/METRO (DELAWARE) INC.	RURAL/METRO OPERATING COMPANY, LLC	1	100	100
32.	RURAL/METRO FIRE DEPT., INC.	RURAL/METRO CORPORATION (an Arizona corporation)	1	20,000	100
33.	RURAL/METRO MID- SOUTH, L.P.	R/M OF TENNESSEE G.P., INC. (GENERAL PARTNER)	N/A	1%	100
		NORTH MISS. AMBULANCE SERVICE, INC. (LIMITED PARTNER)		99%	
34.	RURAL/METRO OF BREWERTON, INC.	EASTERN PARAMEDICS, INC.	1	100	100
35.	RURAL/METRO OF CALIFORNIA, INC.	RURAL/METRO CORPORATION (an Arizona corporation)	2	100	100
36.	RURAL/METRO OF CENTRAL ALABAMA, INC.	RURAL/METRO CORPORATION (an Arizona corporation)	5	100	100
37.	RURAL/METRO OF CENTRAL COLORADO, INC.	RURAL/METRO OPERATING COMPANY, LLC	2	100	100
38.	RURAL/METRO OF CENTRAL OHIO, INC.	RURAL/METRO OF OHIO, INC.	4	200	100
39.	RURAL/METRO OF GREATER	RURAL/METRO OPERATING	154	3,529,000	100

No	Current Legal Entities Owned	Record Owner	Certificate No.	Shares / Interest	Percent Pledged (%)
	SEATTLE, INC.	COMPANY, LLC			
40.	RURAL/METRO OF INDIANA, L.P.	THE AID AMBULANCE COMPANY, INC. (GENERAL PARTNER)	N/A	1%	100
		THE AID COMPANY, INC, (LIMITED PARTNER)		99%	
41.	RURAL/METRO OF NEW YORK, INC.	RURAL/METRO CORPORATION (an Arizona corporation)	1	100	100
42.	RURAL/METRO OF NORTHERN CALIFORNIA, INC.	RURAL/METRO OF CALIFORNIA, INC.	1	100	100
43.	RURAL/METRO OF NORTHERN OHIO, INC.	RURAL/METRO OF OHIO, INC.	3	100	100
44.	RURAL/METRO OF OHIO, INC.	RURAL/METRO CORPORATION (an Arizona corporation)	1	100	100
45.	RURAL/METRO OF OREGON, INC.	RURAL/METRO CORPORATION (an Arizona corporation)	1	100	100
46.	RURAL/METRO OF SAN DIEGO, INC.	RURAL/METRO OF CALIFORNIA, INC.	1	100	100
47.	RURAL/METRO OF ROCHESTER, INC.	RURAL/METRO OF NEW YORK, INC.	7	200	100
48.	RURAL/METRO OF SOUTHERN CALIFORNIA, INC.	RURAL/METRO OF CALIFORNIA, INC.	1	100	100
49.	RURAL/METRO OF SOUTHERN OHIO, INC.	RURAL/METRO OPERATING COMPANY, LLC	6	750	100
50.	RURAL/METRO OF TENNESSEE, L.P.	R/M OF TENNESSEE G.P., INC. (GENERAL PARTNER)	N/A	1%	100
		R/M OF TENNESSEE L.P., INC. (LIMITED PARTNER)		99%	
51.	RURAL/METRO OPERATING COMPANY, LLC	RURAL/METRO CORPORATION (a Delaware corporation)	1	100	100
52.	RURAL/METRO OF SAN DIEGO, INC.	RURAL/METRO OF CALIFORNIA, INC.	1	100	100
53.	SIOUX FALLS AMBULANCE, INC.	RURAL/METRO CORPORATION (an Arizona corporation)	13	10	100
54.	SOUTHWEST AMBULANCE AND RESCUE OF ARIZONA, INC.	SOUTHWEST AMBULANCE OF CASA GRANDE, INC.	1	100	100
55.	SOUTHWEST AMBULANCE OF CASA GRANDE, INC.	RURAL/METRO OPERATING COMPANY, LLC	3	10,000	100
56.	SOUTHWEST AMBULANCE OF NEW MEXICO, INC.	RURAL/METRO OPERATING COMPANY, LLC	2	1,000	100

No	Current Legal Entities Owned	Record Owner	Certificate No.	Shares / Interest	Percent Pledged (%)
57.	SOUTHWEST AMBULANCE OF SOUTHEASTERN ARIZONA, INC.	SOUTHWEST AMBULANCE OF CASA GRANDE, INC.	1	100	100
58.	SOUTHWEST AMBULANCE OF TUCSON, INC.	RURAL/METRO OPERATING COMPANY, LLC	12	36,387	100
59.	SOUTHWEST GENERAL SERVICES, INC.	RURAL/METRO OPERATING COMPANY, LLC	9	1,000	100
60.	SW GENERAL, INC.	RURAL/METRO OPERATING COMPANY, LLC	25	1,000,000	100
61.	THE AID AMBULANCE COMPANY, INC.	RURAL/METRO CORPORATION (an Arizona corporation)	2	100	100
62.	THE AID COMPANY, INC.	RURAL/METRO OPERATING COMPANY, LLC	9	573	100
63.	TOWNS AMBULANCE SERVICE, INC.	RURAL/METRO OF NEW YORK, INC.	3	100	100
64.	VALLEY FIRE SERVICE, INC.	RURAL/METRO OF OREGON, INC.	4	100	100
65.	W & W LEASING COMPANY, INC.	RURAL/METRO CORPORATION (an Arizona corporation)	3	10,000	100

Schedule 3(d) – No Conflict

1. Liens consisting of cash collateral for surety bonds and letters of credit.
2. Security deposits for leases.
3. Additional deposits securing real property lease obligations.
4. Liens on vehicles in favor of municipalities under contracts with municipalities.
5. Other Liens permitted under the Plan.
6. See Item 3 of Schedule 5(f).

Schedule 3(e) – Governmental Consents

1. FCC approval.
2. See Item 2 of Schedule 5(f)

Schedule 3(i) – Adverse Proceedings

1. Pending workers' compensation claims, auto liability claims, professional (paramedic/EMT) liability and personal injury claims.

2. Governmental investigations set forth in the letter dated the date hereof.

3. In re Rural Metro Corporation Shareholders Litigation, Case No. 6350-VCL, Court of Chancery of the State of Delaware.

4. See Schedule 3(j).

Schedule 3(j) – Employee Matters

1. Joshua Kahane and William Gonzales, individuals, on behalf of themselves, and on behalf of all others similarly situated vs. Bowers Companies, Inc. d/b/a Bowers Ambulance, a California corporation; Pacific Ambulance, Inc., a California Corporation; and Does 1 through 100, Inclusive, Judicial Council Coordination Proceeding No. 4620, Superior Court of California, County of Orange, Case No. 30-2009-00241881, and Superior Court of California County of Los Angeles, Case No. BC430069.

2. Employee matters set forth in the letter dated the date hereof.

Schedule 3(m) – Employee Benefit Plan

None.

Schedule 3(p)(i) – Historical Financial Statements

None.

Schedule 3(p)(ii) – Historical Financial Statements

Total Consolidated Net Revenues
(in thousands)

April 2013	$ 56,384
May 2013	57,353
June 2013	47,080
July 2013	56,155
August 2013	55,266
Cumulative Total Net Revenues for the Five Months Ended August 2013	$ 272,238

Schedule 5(f) -Required Consents and Approvals

1. FCC approval

2. The following notifications to or approvals by regulatory authorities:

   - Requisite Medicaid notifications to the OIG, California, Florida and New York regulatory authorities prior to Effective Date.

   - Medicare and Medicaid notifications and/or applications for all other states to applicable regulatory authorities on or promptly following the Effective Date.

   - Notifications and/or applications relating to certificates of need, EMS service provider licenses, ambulance services certificates, or other similar state or county licenses or certificates to be submitted in California, New York, Florida, Arizona, Kentucky and Georgia prior to the Effective Date and the related waivers or approvals to be obtained in New York and Arizona prior to the Effective Date.

   - Notices with respect to all other state, county, municipal or other local licenses to be provided on or promptly following the Effective Date.

3. Consents set forth in the letter dated the date hereof.

Schedule 5(j) – Conduct of Business

1. Lease consolidations as previously discussed.

Exhibit A

Form of Certificate of Designations of Preferred Stock

See attached.

WP ROCKET HOLDINGS INC.

CERTIFICATE OF DESIGNATIONS ESTABLISHING THE POWERS, PREFERENCES RIGHTS, QUALIFICATIONS, LIMITATIONS AND RESTRICTIONS OF 15% SENIOR REDEEMABLE PREFERRED STOCK

Pursuant to Sections 103 and 151 of the
General Corporation Law of the State of Delaware

WP Rocket Holdings Inc., a Delaware corporation (the "**Company**"), hereby certifies that, pursuant to authority conferred upon the board of directors of the Company (the "**Board of Directors**") or any committee of the Board of Directors by its Certificate of Incorporation (the "**Charter**"), and pursuant to the provisions of Sections 103 and 151 of the General Corporation Law of the State of Delaware, the Board of Directors has duly approved and adopted the following resolution and fixed the terms and provisions of the 15% Senior Redeemable Preferred Stock as follows, which resolution remains in full force and effect on the date hereof:

RESOLVED, that pursuant to the authority vested in the Board of Directors by the Charter, the Board of Directors does hereby designate, create, authorize and provide for the issuance of up to 500,000,000 shares of 15% Senior Redeemable Preferred Stock, with the powers, preferences and relative, participating, optional and other special rights, and qualifications, limitations and restrictions thereof as follows:

(a) Designation. There is hereby created out of the authorized and unissued shares of preferred stock of the Company a series of preferred stock designated as the "*15% Senior Redeemable Preferred Stock*" (the "**Senior Preferred Stock**"). The number of shares constituting such series shall be 500,000,000 shares of Senior Preferred Stock, consisting of an initial issuance of 136,450,000 shares of Senior Preferred Stock plus additional shares of Senior Preferred Stock which may be issued to pay dividends on the Senior Preferred Stock. The liquidation preference of the Senior Preferred Stock shall be $1.00 per share (the "**Liquidation Preference**").

(b) Rank. The Senior Preferred Stock shall, with respect to dividend distributions and distributions upon the liquidation, winding-up and dissolution of the Company, rank senior to all classes of common stock of the Company and to each other class of capital stock or series of preferred stock hereafter created by the Board of Directors, the terms of which do not expressly provide that it ranks senior to or on a parity with the Senior Preferred Stock as to dividend distributions and distributions upon the liquidation, winding-up and dissolution of the Company (collectively referred to with the common stock of the Company as "**Junior Securities**"). The Senior Preferred Stock shall, with respect to dividend distributions and distributions upon the liquidation, winding-up and dissolution of the Company, rank on a parity with any class of capital stock or series of

preferred stock hereafter created by the Board of Directors which has been approved by the Holders of the Senior Preferred Stock in accordance with paragraph (f)(ii)(A) and the terms of which expressly provide that it ranks on a parity with the Senior Preferred Stock as to dividend distributions and distributions upon the liquidation, winding-up and dissolution of the Company ("**Parity Securities**"). The Senior Preferred Stock shall, with respect to dividend distributions and distributions upon the liquidation, winding-up and dissolution of the Company, rank junior to each class of capital stock or series of preferred stock hereafter created by the Board of Directors which has been approved by the Holders of the Senior Preferred Stock in accordance with paragraph (f)(ii)(A) and the terms of which expressly provide that it ranks senior to the Senior Preferred Stock as to dividend distributions and distributions upon the liquidation, winding-up and dissolution of the Company ("**Senior Securities**").

(c) Dividends.

(i) The Holders of the outstanding shares of Senior Preferred Stock shall be entitled to receive, when, as and if declared by the Board of Directors, out of funds legally available therefor, cumulative preferential dividends on each share of Senior Preferred Stock at a rate *per annum* equal to 15% of the Liquidation Preference of the Senior Preferred Stock, accruing and payable quarterly, in arrears. All dividends will be cumulative from the date of issuance, shall accumulate to the extent they are not paid on a Dividend Payment Date for the quarterly period to which they relate and shall accumulate on a daily basis whether or not dividends are declared by the Board of Directors. Dividends on the Senior Preferred Stock, when, as and if declared by the Board of Directors, shall be paid in additional fully-paid and non-assessable shares of Senior Preferred Stock legally available for such purpose (such dividends paid in kind being herein called "**PIK Dividends**"). PIK Dividends shall be paid by delivering to the record Holders of Senior Preferred Stock a number of shares of Senior Preferred Stock determined by dividing the total amount of the dividend which is payable on the Dividend Payment Date to such Holders (rounded to the nearest whole cent) by the Liquidation Preference of the Senior Preferred Stock. The issuance of any such PIK Dividend in such amount shall constitute full payment of such dividend. The Company shall not issue fractional shares of Senior Preferred Stock to which Holders may become entitled pursuant to this subparagraph. Any fractional share of Senior Preferred Stock that the Holder would otherwise be entitled to receive pursuant to this paragraph (c)(i) shall be rounded to the next higher or lower whole number as follows: (A) fractions equal to or greater than ½ will be rounded up to the next higher whole number; and (B) fractions less than ½ will be rounded down to the next lower whole number. No consideration will be provided in lieu of fractional shares of Senior Preferred Stock that are rounded down. Any additional shares of Senior Preferred Stock issued pursuant to this paragraph shall be governed by this resolution and shall be subject in all respects, except as to the date of issuance and date from which dividends accrue as set forth below, to the same terms as the shares of Senior Preferred Stock originally issued hereunder. Each distribution in the form of a dividend shall be payable to Holders of record as they appear on the stock books of the Company on such record dates, not less than 10 nor more than 30 days preceding the related Dividend Payment Date, as shall be fixed by the Board of Directors. Dividends shall cease to accrue in respect of shares of the Senior Preferred Stock on the date of their redemption

unless the Company shall have failed to pay the relevant redemption price on the date fixed for redemption.

(ii) Nothing herein contained shall in any way or under any circumstances be construed or deemed to require the Board of Directors to declare, or the Company to pay or set apart for payment, any dividends on shares of the Senior Preferred Stock at any time.

(iii) PIK Dividends on account of arrears for any past Dividend Period may be declared and paid at any time, without reference to any regular Dividend Payment Date, to Holders of record on such date, not more than 30 days prior to the payment thereof, as may be fixed by the Board of Directors.

(iv) No full dividends shall be declared by the Board of Directors or paid or funds set apart for payment of dividends by the Company on any Parity Securities (except dividends in the form of additional shares of Parity Securities) for any period unless full cumulative accrued PIK Dividends shall have been, or contemporaneously are, declared and paid in full. If any dividends are not paid in full, as aforesaid, upon the shares of the Senior Preferred Stock and any other Parity Securities, all dividends declared upon shares of the Senior Preferred Stock and any other Parity Securities shall be declared *pro rata* based on the relative liquidation preference of the Senior Preferred Stock and such Parity Securities. So long as any shares of the Senior Preferred Stock are outstanding, the Company shall not make any payment on account of, or set apart for payment, money for a sinking or other similar fund for, the purchase, redemption or other retirement of, any of the Parity Securities or any warrants, rights, calls or options exercisable for or convertible into any of the Parity Securities, and shall not permit any corporation or other entity directly or indirectly controlled by the Company to purchase or redeem any of the Parity Securities or any such warrants, rights, calls or options (except for payments which are in the form of additional shares of Parity Securities or Junior Securities) unless full accrued dividends determined in accordance herewith on the Senior Preferred Stock shall have been paid or contemporaneously are declared and paid in full.

(v) Holders of shares of the Senior Preferred Stock shall be entitled to receive the dividends provided for in paragraph (c)(i) hereof in preference to and in priority over any dividends upon any of the Junior Securities.

(vi) So long as any shares of Senior Preferred Stock are outstanding, the Company shall not (1) declare, pay or set apart for payment any dividend on any of the Junior Securities or make any payment on account of, or set apart for payment money for a sinking or other similar fund for, the purchase, redemption or other retirement of, any of the Junior Securities or any warrants, rights, calls or options exercisable for or convertible into any of the Junior Securities (except for payments or dividends in the form of additional shares of Junior Securities), (2) make any distribution in respect thereof, either directly or indirectly, and whether in cash, obligations or shares of the Company or other property (other than distributions or dividends in Junior Securities to the holders of Junior Securities), or (3) permit any corporation or other entity directly or indirectly controlled by the Company to purchase or redeem any of the Junior Securities or any such warrants,

rights, calls or options, unless in any such case full accrued dividends determined in accordance herewith on the Senior Preferred Stock shall have been paid or contemporaneously are declared and paid in full.

(vii) Dividends payable on shares of the Senior Preferred Stock for any period less than a year (based upon the number of actual days elapsed during the period) shall be computed on the basis of a 360-day year of twelve 30-day months. If any Dividend Payment Date occurs on a day that is not a Business Day, any accrued dividends otherwise payable on such Dividend Payment Date shall be paid on the next succeeding Business Day.

(d) Liquidation Preference.

(i) Upon any voluntary or involuntary liquidation, dissolution or winding-up of the Company, Holders of Senior Preferred Stock shall be entitled to be paid, out of the assets of the Company available for distribution, the Liquidation Preference, plus, without duplication, an amount in cash equal to all accrued and unpaid dividends thereon to the date fixed for liquidation, dissolution or winding-up (including an amount in cash equal to a prorated dividend for the period from the last Dividend Payment Date to the date fixed for liquidation, dissolution or winding-up), before any distribution is made on any Junior Securities, including, without limitation, common stock of the Company. If, upon any voluntary or involuntary liquidation, dissolution or winding-up of the Company, the amounts payable with respect to the Senior Preferred Stock and all other Parity Securities are not paid in full, the Holders of the Senior Preferred Stock and the Parity Securities will share equally and ratably in any distribution of assets of the Company in proportion to the full liquidation preference and accrued and unpaid dividends to which each is entitled. After payment of the full amount of the liquidation preferences and accrued and unpaid dividends to which they are entitled, the Holders of shares of Senior Preferred Stock will not be entitled to any further participation in any distribution of assets of the Company.

(ii) For the purposes of this paragraph (d), the consolidation or merger with or into, or sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the Company's property or assets, in one or more related transactions, to another person or entity shall not be deemed to be a liquidation, dissolution or winding-up of the Company unless a determination that such will constitute a liquidation, dissolution or winding-up of the Company is specifically approved in such transactions by the affirmative vote or consent of Holders of at least a majority of the outstanding shares of Senior Preferred Stock.

(e) Redemption.

(i) Conditional Mandatory Redemption.

(A) On the first Potential Mandatory Redemption Date upon which the EBITDA Condition is met, if any, the Company shall (subject to contractual and other restrictions with respect thereto and to the legal availability of funds therefor) redeem from any source of funds legally available therefor, in the

manner provided in paragraph (e)(iii) hereof, all of the shares of the Senior Preferred Stock then outstanding, at a redemption price per share in cash equal to 100% of the Liquidation Preference, plus, without duplication, an amount in cash equal to all accrued and unpaid dividends per share (including an amount in cash equal to a prorated dividend for the period from the Dividend Payment Date immediately prior to the Redemption Date to the Redemption Date) (the "**Maturity Mandatory Redemption Price**"). If any shares of Senior Preferred Stock then outstanding are not redeemed on March 31, 2021 (unless extended by the consent of Holders of a majority of the outstanding shares of Senior Preferred Stock) (whether or not any contractual or other restrictions apply to such redemption and whether or not funds are legally available therefor), then the Maturity Mandatory Redemption Price with respect to such shares of Senior Preferred Stock shall increase by (i) 1% *per annum* for the 180-day period following March 31, 2021 (unless extended by the consent of Holders of a majority of the outstanding shares of Senior Preferred Stock) and (ii) 2% *per annum* thereafter, in each case, until such shares of Senior Preferred Stock are redeemed in full, in each case computed on the basis of a 360-day year of twelve 30-day months.

(ii) Optional Redemption.

(A) The Company may at its option from time to time (subject to contractual and other restrictions with respect thereto and to the legal availability of funds therefor) redeem, in the manner provided in paragraph (e)(iii) hereof, all or less than all of the shares of the Senior Preferred Stock then outstanding, at a redemption price per share in cash equal to 100% of the Liquidation Preference, plus, without duplication, an amount in cash equal to all accrued and unpaid dividends per share (including an amount in cash equal to a prorated dividend for the period from the Dividend Payment Date immediately prior to the Redemption Date to the Redemption Date) (the "**Optional Redemption Price**"). If less than all the outstanding shares of Senior Preferred Stock are to be redeemed pursuant to this paragraph (e)(ii)(A), such shares will be redeemed on a pro rata basis from each Holder of the Senior Preferred Stock.

(iii) Procedures for Redemption.

(A) At least 10 days and not more than 60 days prior to the date fixed for any redemption of the Senior Preferred Stock, written notice (the "**Redemption Notice**") shall be given by first-class mail, postage prepaid, to each Holder of record on the record date fixed for such redemption of the Senior Preferred Stock at such Holder's address as the same appears on the stock register of the Company, *provided* that no failure to give such notice nor any deficiency therein shall affect the validity of the procedure for the redemption of any shares of Senior Preferred Stock to be redeemed except as to the Holder or Holders to whom the Company has failed to give said notice or except as to the Holder or Holders whose notice was defective. The Redemption Notice shall state: (1) whether the redemption is pursuant to paragraph (e)(i) or paragraph (e)(ii) hereof,

including with respect to a redemption pursuant to paragraph (e)(i) hereof notice of satisfaction of the EBITDA Condition; (2) Maturity Mandatory Redemption Price or the Optional Redemption Price, as the case may be; (3) whether all or less than all the outstanding shares of the Senior Preferred Stock are to be redeemed, the total number of shares of the Senior Preferred Stock being redeemed and the manner of selecting the shares to be redeemed on a pro rata basis if less than all the outstanding shares are to be redeemed; (4) the number of shares of Senior Preferred Stock held, as of the appropriate record date, by the Holder that the Company intends to redeem; (5) the date fixed for redemption; (6) that the Holder is to surrender to the Company, at the place or places where certificates for shares of Senior Preferred Stock are to be surrendered for redemption, in the manner and at the price designated, his certificate or certificates representing the shares of Senior Preferred Stock to be redeemed; and (7) that dividends on the shares of the Senior Preferred Stock to be redeemed shall cease to accrue on such Redemption Date unless the Company defaults in the payment of the Maturity Mandatory Redemption Price or the Optional Redemption Price, as the case may be.

(B) Each Holder of Senior Preferred Stock shall surrender the certificate or certificates representing such shares of Senior Preferred Stock to the Company, duly endorsed, in the manner and at the place designated in the Redemption Notice, and on the Redemption Date the full Maturity Mandatory Redemption Price or the Optional Redemption Price, as the case may be, for such shares shall be payable in cash to the Person whose name appears on such certificate or certificates as the owner thereof, and each surrendered certificate shall be cancelled and retired. In the event that less than all of the shares represented by any such certificate are redeemed, a new certificate shall be issued representing the unredeemed shares.

(C) Unless the Company defaults in the payment in full of the applicable redemption price on the Redemption Date, dividends on the Senior Preferred Stock called for redemption shall cease to accrue on the Redemption Date, and the Holders of such redeemed shares shall cease to have any further rights with respect thereto on the Redemption Date, other than the right to receive the Maturity Mandatory Redemption Price or the Optional Redemption Price, as the case may be, without interest.

(f) Voting Rights.

(i) The Holders of shares of the Senior Preferred Stock, except as otherwise required under Delaware law or as set forth in paragraph (f)(ii) or paragraph (f)(iii), shall not be entitled or permitted to vote on any matter required or permitted to be voted upon by the stockholders of the Company.

(ii) Approval Rights.

(A) Except for Excluded Issuances, so long as any shares of the Senior Preferred Stock are outstanding, the Company shall not authorize or issue any

Senior Securities or Parity Securities without the affirmative vote or consent of Holders of a majority of the outstanding shares of Senior Preferred Stock, voting or consenting, as the case may be, separately as one class, given in person or by proxy, either in writing or by resolution adopted at an annual or special meeting.

(B) The affirmative vote or consent of Holders of at least a majority of the outstanding shares of Senior Preferred Stock, voting or consenting, as the case may be, separately as one class, whether voting in person or by proxy, either in writing or by resolution adopted at an annual or special meeting, may waive compliance with or may amend any provision of this Certificate of Designations; *provided* that each Holder shall be required to consent to (1) any change in the amount of shares of Senior Preferred Stock that must consent to a waiver of compliance with or an amendment to this Certificate of Designations, (2) any change in paragraphs (c) (solely with respect to the preference, priority, rate, amount, allocation and timing of payments), (d) or (e) (solely with respect to timing, the redemption price and treatment of dividends but, for the avoidance of doubt, the extension of the dates under paragraph (e)(i)(A) with the consent of the holders of a majority of the outstanding shares of Senior Preferred Stock as contemplated by such paragraph shall not constitute a "change" in such paragraph for purposes of this paragraph) and (3) any amendment with respect to this proviso of this paragraph (f)(ii)(B).

(iii) In any case in which the Holders of shares of the Senior Preferred Stock shall be entitled to vote pursuant to this paragraph (f) or pursuant to Delaware law, each Holder of shares of the Senior Preferred Stock shall be entitled to one vote for each share of Senior Preferred Stock held.

(g) Reissuance of Senior Preferred Stock. Shares of Senior Preferred Stock that have been issued and reacquired in any manner, including shares purchased or redeemed, shall (upon compliance with any applicable provisions of the laws of Delaware) have the status of authorized but unissued shares of preferred stock of the Company undesignated as to series and may with any and all other authorized but unissued shares of preferred stock of the Company be designated or redesignated and issued or reissued, as the case may be, as part of any series of preferred stock of the Company, *provided* that such shares may not in any event be reissued as Senior Preferred Stock (other than as PIK Dividends in accordance with the provisions of this Certificate of Designations).

(h) Business Day. If any payment, redemption or exchange shall be required by the terms hereof to be made on a day that is not a Business Day, such payment, redemption or exchange shall be made on the immediately succeeding Business Day.

(i) Preemptive Rights.

(i) In the event that the Company proposes to issue any Senior Securities or Parity Securities (except for any Excluded Issuance), whether or not now authorized, or securities of any type whatsoever that are, or may become, convertible into or exchangeable or exercisable for shares of Senior Securities or Parity Securities, which

have been approved in the manner provided in paragraph (f)(ii)(A), each Holder of Senior Preferred Stock shall have the right to purchase its Pro Rata Amount of any such issuance. In such event, the Company shall give all Holders of Senior Preferred Stock written notice, at their last addresses as they shall appear in the stock register of the Company, at least fifteen (15) Business Days before such issuance, describing the type of shares or securities, the price and number of shares or securities (or principal amount) and the general terms upon which the Company proposes to issue the same. Each such Holder of Senior Preferred Stock shall have fifteen (15) Business Days from the date of such notice to agree to purchase up to the amount of shares or securities equal to such Holder's Pro Rata Amount of such shares or securities for the price and upon the general terms specified in the Company's notice by giving written notice to the Company, at its principal office or such other address as may be specified by the Company in its written notice to the Holders, of such Holder's intention to purchase such shares or securities at the initial closing of the sale of shares or securities and the number of such shares or securities that such Holder intends to purchase. At the expiration of such fifteen (15) Business Day period, the Company shall promptly notify each Holder that elects to purchase or acquire all of such shares or securities available to it (each, a "Fully Exercising Holder") of any other Holder's failure to do likewise. During the five (5) Business Day period commencing after the Company has given such notice, each Fully Exercising Holder may, by giving notice to the Company, elect to purchase or acquire, in addition to the number of shares specified above, up to that portion of such new shares or securities for which Holders were entitled to subscribe but that were not subscribed for by the Holders which is equal to the proportion that the Senior Preferred Stock issued and then held by such Fully Exercising Holder bears to the Senior Preferred Stock issued and then held by all Fully Exercising Holders who wish to participate in the purchase of such unsubscribed shares or securities.

(ii) In the event the Holders of Senior Preferred Stock fail to exercise in full their rights of participation and over-allotment provided in paragraph (i)(i) hereof during the period set forth therein, the Company shall have forty-five (45) days thereafter to sell any additional amounts of shares or securities respecting which any such Holder's option was not exercised, at the price and upon the terms specified in the Company's notice. The Company shall not issue or sell any additional amounts of shares or securities after the expiration of such 45-day period without first offering such shares or securities to the Holders of Senior Preferred Stock in the manner provided in paragraph (i)(i) above.

(j) Certain Additional Provisions.

(i) Merger, Consolidation or Sale of Assets. The Company may not consolidate or merge with or into (whether or not the Company is the surviving Person), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions, to another Person or entity, unless: (A) (1) the Company is the surviving Person or the entity or the Person formed by or surviving any such consolidation or merger (if other than the Company) or to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made is a Person organized or existing under the laws of the United States, any state thereof or the District of Columbia and (2) the entity or Person formed by or surviving

any such consolidation or merger with the Company (if other than the Company) or the entity or Person to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made issues on the date of such sale, assignment, transfer, lease, conveyance or other disposition to each Holder of shares of Senior Preferred Stock then outstanding in exchange for such Senior Preferred Stock, shares of preferred stock of such Person having substantially the same rights, preferences and privileges as the Senior Preferred Stock then outstanding; or (B) such transaction is approved by the affirmative vote or consent of Holders of at least a majority of the outstanding shares of Senior Preferred Stock. In connection with any consolidation, merger, or sale, assignment, transfer, lease, conveyance or other disposal of all or substantially all of the Company's properties or assets in one or more related transactions as described in this paragraph, the Company shall have the option to redeem all or less than all of the shares of the Senior Preferred Stock then outstanding as set forth in paragraph (e)(ii).

(k) Legends. Each stock certificate for the Senior Preferred Stock shall bear the legend in substantially the following form (unless the Company receives an opinion of counsel, reasonably acceptable to the Company, that such legend may be removed or is not required):

> "THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR UNDER ANY STATE SECURITIES LAWS, AND MAY NOT BE SOLD, TRANSFERRED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER SAID ACT OR SUCH LAWS AND THE RULES AND REGULATIONS THEREUNDER."

(l) Mutilated or Missing Senior Preferred Stock Certificates. If any of the Senior Preferred Stock certificates shall be mutilated, lost, stolen or destroyed, the Company shall issue, in exchange and in substitution for and upon cancellation of the mutilated Senior Preferred Stock certificate, or in lieu of and substitution for the Senior Preferred Stock certificate lost, stolen or destroyed, a new Senior Preferred Stock certificate of like tenor and representing an equivalent amount of shares of Senior Preferred Stock, but only upon receipt of evidence of such loss, theft or destruction of such Senior Preferred Stock certificate and indemnity, if requested, satisfactory to the Company and the Transfer Agent (if other than the Company).

(m) Headings of Subdivisions. The headings of various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

(n) Severability of Provisions. If any power, right, preference, qualification, restriction or limitation of the Senior Preferred Stock set forth in this Certificate of Designations filed pursuant hereto (as this Certificate of Designations may be amended from time to time) is invalid, unlawful or incapable of being enforced by reason of any

rule or law or public policy, all other powers, rights, preferences, qualifications, restrictions and limitations set forth in this Certificate of Designations, as amended, which can be given effect without the invalid, unlawful or unenforceable power, right, preference, qualification, restriction or limitation shall, nevertheless remain in full force and effect, and no power, right, preference, qualification, restriction or limitation herein set forth shall be deemed dependent upon any other such power, right, preference, qualification, restriction or limitation unless so expressed herein.

(o) Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and delivered personally, sent via electronic facsimile (with confirmation), email or PDF, mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the parties at the following addresses (or at such other address for a party as will be specified by like notice):

(i) If to the Company, at its principal executive offices at WP Rocket Holdings Inc., 9221 East Via de Ventura, Scottsdale, Arizona 85258, Attn: General Counsel.

(ii) If to the Holders of Senior Preferred Stock, to the address of the Holder as shown in the Company's register.

Any notice delivered (in the case of personal delivery or express courier), sent (in the case of electronic facsimile, email or PDF) or mailed (in the case of registered or certified mail) in the manner provided above shall be deemed to have been duly given on the date such notice is delivered, sent or mailed, as the case may be.

(p) Limitations. Except as may otherwise be required by law, the shares of Senior Preferred Stock shall not have any powers, preferences or relative, participating, optional or other special rights other than those specifically set forth in this Certificate of Designations (as may be amended from time to time) or otherwise in the Charter.

(q) Definitions. As used in this Certificate of Designations, the following terms shall have the following meanings (with terms defined in the singular having comparable meanings when used in the plural and *vice versa*), unless the context otherwise requires:

"**Business Day**" means any day other than a Legal Holiday.

"**Capital Stock**" means (i) in the case of a corporation, corporate stock, (ii) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock, and (iii) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited).

"**Consolidated Net Income**" means for any period, the net income (or loss) of the Company and its Subsidiaries for such period determined on a consolidated basis in accordance with GAAP, excluding, without duplication, (a) extraordinary items for such period, (b) the cumulative effect of a change in accounting principles during such period

to the extent included in Consolidated Net Income, (c) any fees and expenses (including any transaction or retention bonus) incurred during such period, or any amortization thereof for such period, in connection with any acquisition, investment, asset disposition, issuance or repayment of debt, issuance of equity securities, refinancing transaction or amendment or other modification of any debt instrument and any charges or non-recurring merger costs incurred during such period as a result of any such transaction, (d) any income (loss) for such period attributable to the early extinguishment of indebtedness, hedging agreements or other derivative instruments, (e) accruals and reserves that are established or adjusted as a result of restructuring activities in accordance with GAAP (including any adjustment of estimated payouts on existing earn-outs) or changes as a result of the adoption or modification of accounting policies during such period, (f) stock-based award compensation expenses (g) any income (loss) attributable to deferred compensation plans or trusts and (h) any income (loss) from investments recorded using the equity method. There shall be included in Consolidated Net Income, without duplication, the amount of any cash tax benefits related to the tax amortization of intangible assets in such period. In addition, to the extent not already included in Consolidated Net Income, Consolidated Net Income shall include the amount of proceeds received or due from business interruption insurance or reimbursement of expenses and charges that are covered by indemnification and other reimbursement provisions in connection with any acquisition or other investment or any disposition of any asset.

"**Disposed EBITDA**" means, with respect to any Sold Entity or Business for any period prior to such disposition, the amount for such period of EBITDA of such Sold Entity or Business (determined as if references to the Company and its Subsidiaries in the definition of the term "EBITDA" (and in the component financial definitions used therein) were references to such Sold Entity or Business and its subsidiaries), all as determined on a consolidated basis for such Sold Entity or Business.

"**Dividend Payment Date**" means March 31, June 30, September 30 and December 31.

"**Dividend Period**" means the Initial Dividend Period and, thereafter, each Quarterly Dividend Period.

"**EBITDA**" means, with respect to the Company and its Subsidiaries for any period (determined on a consolidated basis without duplication in accordance with GAAP) the sum of Consolidated Net Income;

(i) plus to the extent already deducted (and not added back) in arriving at such Consolidated Net Income, the sum of the following amounts for such period: (a) total interest expense and, to the extent not reflected in such total interest expense, any losses on hedging obligations or other derivative instruments entered into for the purpose of hedging interest rate risk, net of interest income and gains on such hedging obligations or such derivative instruments, and bank and letter of credit fees and costs of surety bonds in connection with financing activities; (b) provision for taxes based on income, profits or capital, including federal, foreign, state, franchise, excise, and similar taxes paid or

accrued during such period (including in respect of repatriated funds); (c) depreciation and amortization (including (including amortization of capitalized software expenditures and amortization of deferred financing fees or costs); (d) Non-Cash Charges; (e) extraordinary losses in accordance with GAAP; (f) non-recurring charges (including any unusual or non-recurring operating expenses directly attributable to the implementation of cost savings initiatives), severance, relocation costs, integration and facilities' opening costs and other business optimization expenses, signing costs, retention or completion bonuses, transition costs, costs related to closure/consolidation of facilities and curtailments or modifications to pension and post-retirement employee benefit plans (including any settlement of pension liabilities); (g) the amount of expenses relating to payments made to option holders of the Company, or any of its direct or indirect parent companies in connection with, or as a result of, any distribution being made to shareholders of the Company or its direct or indirect parent companies, which payments are being made to compensate such option holders as though they were shareholders at the time of, and entitled to share in, such distribution; (h) losses on asset sales, disposals, wind-downs or abandonments (other than asset sales, disposals or abandonments in the ordinary course of business), including accruals and reserves as a result of such sales, disposals, wind-downs or abandonments; (i) the maximum amount of capital expenditures permitted to be made under the Company's then-existing credit agreements or loan documents during such period to the extent required to be expensed pursuant to GAAP; (j) the amount of any net losses from discontinued operations in accordance with GAAP; (k) any non-cash loss attributable to the mark to market movement in the valuation of hedging obligations (to the extent the cash impact resulting from such loss has not been realized) or other derivative instruments pursuant to Financial Accounting Standards Accounting Standards Codification No. 815—Derivatives and Hedging; (l) any loss relating to amounts paid in cash prior to the stated settlement date of any hedging obligation that has been reflected in Consolidated Net Income for such period; and (m) any gain relating to hedging obligations associated with transactions realized in the current period that has been reflected in Consolidated Net Income in prior periods and excluded from EBITDA pursuant to clauses (ii)(e) and (ii)(f) below;

(ii) minus without duplication and to the extent included in arriving at such Consolidated Net Income, the sum of the following amounts for such period: (a) extraordinary gains and unusual or non-recurring gains; (b) non-cash gains (excluding any non-cash gain to the extent it represents the reversal of an accrual or reserve for a potential cash item that reduced Consolidated Net Income or EBITDA in any prior period); (c) gains on asset sales, disposals, wind-downs or abandonments (other than asset sales, disposals or abandonments in the ordinary course of business); (d) the amount of any net income from discontinued operations in accordance with GAAP; (e) any non-cash gain attributable to the mark to market movement in the valuation of hedging obligations (to the extent the cash impact resulting from such gain has not been realized) or other derivative instruments pursuant to Financial Accounting Standards Accounting Standards Codification No. 815—Derivatives and Hedging; (f) any gain relating to amounts received in cash prior to the stated settlement date of any hedging obligation that has been reflected in Consolidated Net Income in the such period; and (g) any loss relating to hedging obligations associated with transactions realized in the current period that has

been reflected in Consolidated Net Income in prior periods and excluded from EBITDA pursuant to clauses (i)(k) and (i)(l) above;

provided, that to the extent included in Consolidated Net Income: (I) there shall be excluded in determining EBITDA currency translation gains and losses related to currency remeasurements of Indebtedness (including the net loss or gain resulting from hedging agreements for currency exchange risk and revaluations of intercompany balances); (II) there shall be excluded in determining EBITDA for any period any adjustments resulting from the application of Financial Accounting Standards Accounting Standards Codification No. 815—Derivatives and Hedging; and (III) there shall be (A) excluded in determining EBITDA for any period the Disposed EBITDA of any Person, property, business or asset sold, transferred or otherwise disposed of, closed or classified as discontinued operations by the Company or any of its Subsidiaries during such period (each such Person, property, business or asset so sold, transferred or otherwise disposed of, closed or classified, a "**Sold Entity or Business**") based on the Disposed EBITDA of such Sold Entity or Business for such period (including the portion thereof occurring prior to such sale, transfer, disposition, closure, classification or conversion) determined on a historical pro forma basis and (B) included in determining EBITDA for any period in which a Sold Entity or Business is disposed, an adjustment equal to the Pro Forma Disposal Adjustment with respect to such Sold Entity or Business (including the portion thereof occurring prior to such disposal).

"**EBITDA Condition**" means for any twelve (12)-month period ending the December 31st preceding a Potential Mandatory Redemption Date, the Company's EBITDA is at least $100,000,000.

"**Equity Interests**" means, at any date, Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock) outstanding at such date.

"**Excluded Issuance**" means any (i) issuance of shares of Senior Preferred Stock from time to time to employees of the Company pursuant to the Company's equity incentive plans approved by the Board of Directors of the Company, (ii) issuance of Senior Securities or Parity Securities the proceeds from which will be used to redeem all of the Senior Preferred Stock then outstanding in accordance with the provisions of paragraph (e) or (iii) issuance of Senior Preferred Stock paid to a Holder in connection with any PIK Dividend.

"**GAAP**" means generally accepted accounting principles in the United States of America, as in effect from time to time.

"**Holder**" means a Person in whose name a share of Senior Preferred Stock is registered.

"**Initial Dividend Period**" means the dividend period commencing on the date of issuance and ending on the day before the first Dividend Payment Date to occur thereafter.

"**Legal Holiday**" means a Saturday, a Sunday or a day on which banking institutions in the City of New York are authorized by law, regulation or executive order to remain closed.

"**Non-Cash Charges**" means (a) any impairment charge or asset write-off or write-down related to intangible assets (including goodwill), long-lived assets, and investments in debt and equity securities pursuant to GAAP, (b) all losses from investments recorded using the equity method, (c) any and all non-cash expenses and costs that result from the issuance of stock-based awards, partnership interest-based awards and similar incentive based compensation awards or arrangements, and (d) other non-cash charges (provided, in each case, that if any non-cash charges represent an accrual or reserve for potential cash items in any future period, the cash payment in respect thereof in such future period shall be subtracted from EBITDA to such extent, and excluding amortization of a prepaid cash item that was paid in a prior period).

"**Person**" means any individual, corporation, partnership, joint venture, association, limited liability company, joint-stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

"**Potential Mandatory Redemption Date**" shall mean March 31st of each year, beginning on March 31, 2021.

"**Pro Forma Disposal Adjustment**" means, for any period that includes all or a portion of a fiscal quarter included in any twelve (12)-month period preceding any Potential Mandatory Redemption Date with respect to any Sold Business or Entity, the pro forma increase or decrease in EBITDA projected by the Company in good faith as a result of contractual arrangements between the Company or any Subsidiary entered into with such Sold Entity or Business at the time of its disposal or within the twelve (12)-month period preceding any Potential Mandatory Redemption Date and which represent an increase or decrease in EBITDA which is incremental to the Disposed EBITDA of such Sold Entity or Business for the most recent four quarter period prior to its disposal.

"**Pro Rata Amount**" shall mean, at any time, with respect to any Holder of Senior Preferred Stock, the ratio of (i) the number of shares of Senior Preferred Stock then held by such Holder, to (ii) the total number of shares of Senior Preferred Stock then outstanding.

"**Quarterly Dividend Period**" shall mean the quarterly period commencing on each March 31, June 30, September 30 and December 31 and ending on the day before the following Dividend Payment Date.

"**Redemption Date**" with respect to any shares of Senior Preferred Stock, means the date on which such shares of Senior Preferred Stock are redeemed by the Company.

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

"**Subsidiary**" means, with respect to any Person, (i) any corporation, limited liability company, joint venture, association or other business entity of which more than

50% of the total Voting Power of such entity is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person (or a combination thereof) and (ii) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are such Person or of one or more Subsidiaries of such Person (or any combination thereof).

"**Transfer Agent**" shall mean the Company or any successor transfer agent chosen by the Company.

"**Voting Power**" with respect to any Person as of any date means the total voting power of Equity Interests entitled (without regard to the occurrence of any contingency) to vote in the election of the directors, managers, trustees or other governing body of such Person.

IN WITNESS WHEREOF, WP ROCKET HOLDINGS INC. caused this Certificate of Designations to be signed by [_____] and attested by [●], its Secretary, this [●] day of [●], 2013.

WP ROCKET HOLDINGS INC.

By: _____
Name:
Title:

Attest:

By: _____
[●]
Secretary

EXHIBIT I

Stockholders Agreement

STOCKHOLDERS' AGREEMENT

This **STOCKHOLDERS' AGREEMENT**, dated as of [●], 2013 (the "Effective Date"),[1] is made by and among WP Rocket Holdings Inc., a Delaware corporation (the "Company"), each Person identified on Schedule 1 hereto (the "Current Stockholders"), and any other Person who becomes a party to this Agreement pursuant to the provisions hereof (together with the Current Stockholders, each, individually, a "Stockholder" and, collectively, the "Stockholders"). All capitalized terms used without a definition shall have the meaning as specified in Section 1(a).

WHEREAS, the Company and each of the Stockholders desire, for their mutual benefit and protection, to enter into this Agreement to set forth their respective rights and obligations with respect to the affairs of the Company, the Common Stock and the Preferred Stock held by the Stockholders.

NOW, THEREFORE, in consideration of the recitals and the mutual promises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions; Rules of Construction.

(a) For purposes of this Agreement, each of the following terms shall have the meaning ascribed to it in this Section 1:

"Affiliate" – as to any Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person, *provided, however*, that neither the Company nor any of its Subsidiaries shall be deemed an Affiliate of any of the Stockholders (and vice versa). For purposes of this definition, "control," as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" have correlative meanings.

"Agreement" – this Stockholders' Agreement, as originally executed and as it may from time to time be supplemented or amended by one or more agreements supplemental hereto entered into pursuant to the applicable provisions hereof.

"Amendment" – as defined in Section 30.

"Backstop Parties" – each of the parties set forth on Schedule 2 hereto who is a party to this Stockholders' Agreement, and its Affiliates, Permitted Transferees and successors.

"Board" – the board of directors of the Company.

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[1] Effective Date will be the date of the consummation of the Plan.

"Business Day" – any day other than a Saturday, Sunday or other day in New York, New York on which banking institutions are authorized by law or regulations to close.

"Chairman" – as defined in Section 9(b).

"Common Stock" – the common stock, par value $0.01 per share, of the Company.

"Common Stock Equivalents" – the Common Stock and securities convertible into, or exchangeable for, or exercisable into, shares of Common Stock.

"Company" – as defined in the Preamble.

"Competitor" means any Person that primarily engages in emergency and non-emergency medical transportation services, fire protection and other safety-related services, and any of such Person's Affiliates.

"Current Stockholders" – as defined in the Preamble.

"Demand Registration" – the registration with the Securities and Exchange Commission, under and in accordance with the provisions of the Securities Act, of Registrable Securities pursuant to a Demand Registration Request.

"Demand Registration Request" – the written request of the Company, by either a Pre-IPO Demand Group or a Post-IPO Demand Stockholder, as the case may be, for registration with the Securities and Exchange Commission, under and in accordance with the provisions of the Securities Act, of all or part of their Registrable Securities.

"Designors" - as defined in Section 9(k).

"Drag-Along Notice" – as defined in Section 5(b).

"Drag-Along Rights" – as defined in Section 5(a).

"Drag-Along Transaction" – as defined in Section 5(a).

"Dragged Stockholder" – as defined in Section 5(a).

"Dragging Stockholder" – as defined in Section 5(a).

"DW Observer" – as defined in Section 9(k).

"DW Stockholder" – Brevan Howard Credit Catalyst Master Fund Limited, DW Investment Management, LP or any Affiliates, Permitted Transferees or successors of the foregoing.

"Effective Date" – as defined in the Preamble.

"Fidelity Observer" - as defined in Section 9(k).

"Fidelity Stockholder" – Fidelity Advisor Series I: Fidelity Advisor High Income Advantage Fund, Fidelity Puritan Trust: Fidelity Puritan Fund, Master trust Bank of Japan Ltd. RE: Fidelity US High Yield, Fidelity Funds Sicav/Fidelity Funds-US High Yield, Fidelity American High Yield Fund, Fidelity Canadian Asset Allocation Fund, Fidelity Canadian Balanced Fund, Fidelity IT High Yield Open Mother, Fidelity Summer Street Trust: Global High Income Fund, Fidelity Advisor Series II: Fidelity Advisor Strategic Income Fund, Fidelity Summer Street Trust: Fidelity Capital & Income Fund, Fidelity School Street Trust: Fidelity Strategic Income Fund, Variable Insurance Products Fund V: Strategic Income Portfolio, Fidelity Strategic Income Fund Mother or any Affiliates, Permitted Transferees or successors of the foregoing.

"Financial Statements" – annual and quarterly financial statements of the Company.

"GAAP" – generally accepted accounting principles as applied in the United States.

"Governmental Authority" – any regional, federal, state or local legislative, executive or judicial body or agency, any court of competent jurisdiction, any department, political subdivision or other governmental authority or instrumentality, or any arbitral authority, in each case, whether domestic or foreign.

"Immediate Family" – as to any individual, such individual's spouse and children (including by way of adoption).

"Independent Directors" – as defined in Section 9(e) and supplemented in Section 9(g), if applicable.

"Management Call" – as defined in Section 13(a).

"New Securities" – any equity securities of the Company (which for this purpose shall include securities exercisable for, convertible into or exchangeable for equity securities of the Company, any equity or profit participation rights, or any rights, options, or warrants to purchase any of the foregoing issued by the Company subsequent to the Effective Date), *provided, however*, that the term "New Securities" shall not include any of the following: (i) issuances of equity securities (or securities exercisable for, convertible into or exchangeable for equity securities) to employees, consultants and members of the Board (or similar governing bodies) of the Company or its Subsidiaries in connection with the performance of services in such capacities and made pursuant to any plan adopted by the Board; (ii) the issuance of equity securities (or securities exercisable for, convertible into or exchangeable for equity securities) in a Public Offering; (iii) the issuance of equity securities (or securities exercisable for, convertible into or exchangeable for equity securities) issued for non-cash consideration pursuant to a merger, consolidation, acquisition, joint venture, strategic partnership, or similar business combination approved by the Board; (iv) the issuance of equity securities upon the exercise, conversion or exchange of any securities exercisable for, convertible into or

exchangeable for equity securities that are outstanding on the Effective Date or issued after the Effective Date in compliance with the provisions of this Agreement; (v) the issuance of equity securities (or securities exercisable for, convertible into or exchangeable for equity securities) as a bona fide "equity kicker" to one or more lenders to the Company in connection with a debt financing that has been approved by the Board; (vi) the *pro rata* issuance of equity securities (or securities exercisable for, convertible into or exchangeable for equity securities) in connection with any stock split, stock dividend, in-kind equity distributions or other similar recapitalization; (vii) the issuance of any Preferred Stock or any equity securities that rank on parity with or senior to the Preferred Stock with respect to dividend distributions and distributions upon the liquidation, winding-up and dissolution of the Company; and (viii) any Common Stock issued on the Effective Date.

"Oaktree Stockholder" – Oaktree Principal Fund V, L.P., Oaktree Principal Fund V (Parallel), L.P., Oaktree FF Investment Fund, L.P. or any of the Affiliates, Permitted Transferees or successors of the foregoing.

"Observers" - as defined in Section 9(k).

"Options" – options to purchase Common Stock of the Company issued to employees and management of the Company pursuant to the Company's management incentive plan.

"Other Securities" – as defined in Section 7(f).

"Overall Percentage Interest" – with respect to any Person, the percentage equivalent of a fraction the numerator of which is the total number of Shares (on a fully-diluted basis) held by such Person, and the denominator of which is the total number of Shares (on a fully-diluted basis) outstanding.

"Permitted Transfer" – one or more Transfers by a Stockholder made (i) to a member or members of the Immediate Family of such Stockholder, (ii) to one of its Affiliates, (iii) to one or more trusts, family partnerships or other entities (in each case, organized under the laws of the United States or any political subdivision thereof) for the benefit of a Stockholder or a Stockholder's Immediate Family, (iv) to the estate of such Stockholder, or (v) by operation of the provisions of the trust instrument of a trust which is a Stockholder or which is a successor trust, including by way of being a "mirror", "sub" or "split" trust, directly or indirectly, of a trust which is a Stockholder, so long as the recipient of such Transfer is a Transferee under clauses (i) and (ii) of this definition; it being understood that any change in trustees of any such trust is a Permitted Transfer. In addition, "Permitted Transfer" shall include one or more Transfers from a Person receiving Shares or Preferred Stock pursuant to the prior sentence to the Stockholder who originally transferred such Shares or Preferred Stock to such recipient.

"Permitted Transferee" – a Transferee receiving Shares or Preferred Stock pursuant to a Transfer made in accordance with clauses (i), (ii), (iii), or (v) of the definition of Permitted Transfer.

"Person" – an individual, a company, a partnership, a joint venture, a limited liability company or limited liability partnership, an association, a trust, estate or other fiduciary, any other legal entity, and any Governmental Authority.

"Post-IPO Demand Stockholder" – as defined in Section 8(b).

"Post-IPO Demand Notice" – as defined in Section 8(b).

"Pre-Emptive Allocation" – as defined in Section 7(a).

"Pre-Emptive Right Holder" – as defined in Section 7(a).

"Pre-IPO Demand Group" – as defined in Section 8(a).

"Pre-IPO Demand Notice" – as defined in Section 8(a).

"Preferred Stock" – the 15% Senior Mandatorily Redeemable Preferred Stock of the Company.

"Prospective Subscriber" – as defined in Section 7(f).

"Public Offering" – any bona fide offering by the Company of its Common Stock to the public pursuant to an effective registration statement under the Securities Act or any comparable statement under any comparable federal statute then in effect (other than any registration statement on Form S-8 or Form S-4 or any successor forms thereto).

"Qualified Public Offering" – a bona fide Public Offering that yields gross proceeds to the Company of not less than $50 million.

"Registrable Securities" – the shares of Common Stock now owned or hereafter acquired by any Stockholder, but with respect to any share, only until such time as such share (i) has been effectively registered under the Securities Act and disposed of in accordance with the Registration Statement covering it or (ii) has been sold to the public pursuant to Rule 144 (or any similar provision then in force) under the Securities Act and the legend referred to in Section 15 has been removed from the certificate representing such share.

"Response Period" – as defined in Section 4(b).

"ROFO Offer Notice" – as defined in Section 4(b).

"ROFO Response" - as defined in Section 4(b).

"Section 4 Selling Stockholder" – as defined in Section 4(b).

"Section 7(g) Subscribers" – as defined in Section 7(g).

"Securities Act" – the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations of the Securities and Exchange Commission thereunder, as the same shall be in effect from time to time.

"Shares" – means all Common Stock Equivalents held by any Stockholder that is a party to this Agreement, whether now owned or hereafter acquired. References to Shares on a "fully-diluted basis" means such Common Stock Equivalents assuming the conversion into, exchange for or exercise into Common Stock of securities convertible into, or exchangeable for, or exercisable into, shares of Common Stock, but excluding any Options (unless otherwise expressly noted herein).

"Stockholder(s)" – as defined in the Preamble.

"Subsidiary" – as to a Person, any corporation, partnership, limited liability company or other organization, whether incorporated or unincorporated, of which at least a majority of the securities or other interests having by their terms voting power to elect a majority of the board of directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly beneficially owned or controlled by such party or by any one or more of its subsidiaries, or by such party and one or more of its subsidiaries.

"Tag-Along Notice" – as defined in Section 6(b).

"Tag-Along Rights" – as defined in Section 6(a).

"Tag-Along Seller" – as defined in Section 6(a).

"Tag-Eligible Sale" – as defined in Section 6(a).

"Tag Holders" – as defined in Section 6(a).

"Tagging Stockholder" – as defined in Section 6(b).

"Transfer" – as defined in Section 2(a). "Transferred" and "Transferring" shall have correlative meanings.

"Transferee" – a Person to whom Shares or Preferred Stock are Transferred.

"Visium Observer" - as defined in Section 9(k).

"Visium Stockholder" – Visium Balanced Master Fund, Ltd., Visium Credit Master Fund, Ltd. or any Affiliates, Permitted Transferees or successors of the foregoing.

(b) The following provisions shall be applied wherever appropriate herein:

(i) for purposes of this Agreement, the words "hereof," "herein," "hereby" and other words of similar import refer to this Agreement as a whole unless otherwise indicated. Whenever the singular is used herein, the same shall include the plural, and

whenever the plural is used herein, the same shall include the singular, where appropriate. All terms defined herein in the singular shall have the same meaning when used in the plural; all terms defined herein in the plural shall have the same meaning when used in the singular;

(ii) with regard to each and every term and condition of this Agreement, the parties hereto understand and agree that the same have or has been mutually negotiated, prepared and drafted, and that if at any time the parties hereto desire or are required to interpret or construe any such term or condition or any agreement or instrument subject hereto, no consideration shall be given to the issue of which party actually prepared, drafted or requested any term or condition of this Agreement;

(iii) all references herein to Sections, subsections, paragraphs, subparagraphs and clauses shall be deemed references to such parts of this Agreement, unless the context shall otherwise require;

(iv) all pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require;

(v) the words "include" and "including" and variations thereof shall not be deemed terms of limitation, but rather shall be deemed to be followed by the words "without limitation";

(vi) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day;

(vii) any accounting terms not specifically defined herein shall be construed in accordance with GAAP;

(viii) the Exhibits and Schedules, if any, attached hereto are incorporated herein by reference and shall be considered part of this Agreement;

(ix) any consent or approval rights of the Board or the Company contained herein shall be exercised in the sole and absolute discretion of the Board or the Company, as applicable, unless otherwise expressly set forth herein; and

(x) all references to $, currency, monetary values and dollars set forth herein shall mean United States (U.S.) dollars.

Section 2. Restrictions on Transfer.

(a) Except as expressly permitted in this Agreement, no Stockholder shall in any way, directly or indirectly (whether by act, omission or operation of law), sell, exchange, transfer, hypothecate, negotiate, gift, convey in trust, pledge, assign, encumber, or otherwise dispose of, or by adjudication of the Stockholder as bankrupt, by assignment for the benefit of creditors, by

attachment, levy or other seizure by any creditor (whether or not pursuant to judicial process), or by passage or distribution of Shares or Preferred Stock under judicial order or legal process, carry out or permit the transfer of, all or any portion of such Stockholder's Shares or Preferred Stock (any of the foregoing, a "Transfer"). Any Transfer not expressly permitted herein shall be void and of no effect.

(b) No Transfer may be made (i) that would violate or be inconsistent with any other agreement a Stockholder may have with the Company or would cause the number of securityholders of the Company to exceed the number that is fifty (50) less than the number of securityholders which would require the Company to register any class of securities of the Company under any applicable laws; *provided, however*, that upon the receipt of a written notice by any Stockholder of a proposed Transfer, the Company shall inform such Stockholder, no later than five (5) Business Days after receipt of such notice, of the number of securityholders of the Company if after such proposed Transfer the Company would have a number of securityholders that exceeds the number that is fifty (50) less than the number of securityholders that would require the Company to register any class of securities of the Company under any applicable laws or (ii) to any Competitor of the Company or any Person that owns more than five percent (5%) of the voting interests in a Competitor (unless approved by a majority-in-interest of the Stockholders). No Transfer may be made unless the Transferee (A) agrees in writing to be bound by the provisions of this Agreement as though it were a Stockholder hereunder, and (B) unless waived by the Board (or a designee of the Board to whom such authority has been delegated), causes to be delivered to the Company, at such Transferee's sole cost and expense, a certificate, opinion or other evidence to the effect that such Transfer does not violate or result in registration being required under any applicable law. In addition, such Transferee shall execute and deliver such other instruments and documents, in form and substance reasonably satisfactory to the Board or a designee of the Board to whom such authority has been delegated (including any instrument necessary to cause the Transferee to become a Stockholder), as are reasonably requested by the Company in connection with such Transfer. Upon compliance with all provisions of this Section 2(b), all other Stockholders agree to execute and deliver such amendments hereto as are necessary to cause such Transferee to become a Stockholder if requested by the Board.

Section 3. Certain Permitted Transfers.

Notwithstanding anything to the contrary in Section 2(a), but subject to Section 2(b):

(a) A Stockholder may Transfer all or a portion of such Stockholder's Shares or Preferred Stock (i) to the Company, (ii) as permitted by Section 4, Section 5, and Section 6, and (iii) pursuant to a Permitted Transfer. A Transferring Stockholder shall give written notice to the Company of such Transfer at least five (5) days prior to such Transfer.

(b) A Transferee who becomes a Stockholder pursuant to this Section 3 shall have, to the extent Transferred, the rights and powers, and shall be subject to the restrictions and liabilities, of a Stockholder under this Agreement.

(c) To the extent possible, each Stockholder shall take or cause to be taken all such reasonable actions as may be necessary or reasonably desirable in order to expeditiously consummate a Transfer pursuant to Section 4, Section 5, or Section 6 and any related transactions,

including voting, executing, acknowledging and delivering consents, assignments, waivers and other documents or instruments, furnishing information and copies of documents, filing applications, reports, returns, filings and other documents or instruments with Governmental Authorities, and otherwise cooperating with the prospective selling Stockholder(s) and the proposed purchaser(s) to the extent reasonably requested; *provided, however*, that a Dragged Stockholder or Tag-Along Seller shall be obligated to become liable in respect of any representations, warranties, indemnities or otherwise to the proposed purchaser solely to the extent provided in Section 5 and Section 6, as applicable.

Section 4. Right of First Offer.

(a) Subject to Section 4(d), the provisions of this Section 4 shall apply to all Transfers.

(b) Subject to Section 4(d), prior to offering to Transfer of all or a portion of Shares and/or Preferred Stock by any Stockholder to any Person in accordance with the terms of this Agreement (such Stockholder, the "Section 4 Selling Stockholder"), the Section 4 Selling Stockholder shall provide notice of its desire to enter into such proposed Transfer to the Oaktree Stockholder, stating its intention to effect such a Transfer, including any proposed terms and conditions of such proposed Transfer (including the purchase price per share, the number of Shares and/or Preferred Stock to be Transferred, the proposed date of such Transfer and any other applicable economic or payment terms), and shall not enter into such proposed Transfer until it has complied with its obligations under this Agreement (the "ROFO Offer Notice"). The Oaktree Stockholder shall have three (3) Business Days from the date the ROFO Offer Notice was received to propose an offer to purchase all or any portion of the Shares or Preferred Stock subject to the ROFO Offer Notice (the "ROFO Response"). The ROFO Response shall set forth the terms and conditions (including, without limitation, the purchase price per share the Oaktree Stockholder proposes to pay for the Shares and/or Preferred Stock, any conditions to closing, such as regulatory approvals, and the other terms of the purchase) pursuant to which the Oaktree Stockholder would be willing to enter into a binding agreement for the proposed Transfer. If the Oaktree Stockholder does not deliver a ROFO Response within such period, it shall be deemed to have rejected the opportunity to make an offer. If the Oaktree Stockholder submits a ROFO Response within such three (3) Business Day period, the Section 4 Selling Stockholder shall have three (3) Business Days from the date the ROFO Response was received (the "Response Period") to accept the offer to Transfer all or any portion of the Shares or Preferred Stock subject to the ROFO Offer Notice to the Oaktree Stockholder under the terms and conditions set forth in the ROFO Response. If the Section 4 Selling Stockholder does not accept the offer provided in the ROFO Response within such period (or earlier, upon the express rejection in writing of the Section 4 Selling Stockholder of such offer), it shall be deemed to have rejected the offer. If the Section 4 Selling Stockholder does not accept the ROFO Response offer with respect to all Shares and Preferred Stock covered thereby after the expiration of the Response Period to accept the ROFO Response (or earlier, upon the express rejection in writing of the Section 4 Selling Stockholder of such offer), it may Transfer such Shares and/or Preferred Stock to any third party (i) on terms and conditions no more favorable (not taking into account any regulatory conditions set forth in the ROFO Response) to such third party than those set forth in the ROFO Response and (ii) at a price equal to no less than 100% of the price offered by the Oaktree Stockholder in the ROFO Response, subject only to Section 2(b), Section 3, and Section 4(d), and Section 6, provided that (x) such Transfer to a third party occurs within thirty (30) days after the expiration

of the Response Period and (y) the Section 4 Selling Stockholder delivers to the Oaktree Stockholder all material proposed agreements relating to such Transfer, including but not limited to, purchase agreements, voting or proxy agreements, and other related agreements or documents requested by the Oaktree Stockholder at least three (3) Business Days prior to the closing of the Transfer of Shares and/or Preferred Stock to such third party. To the extent Shares and/or Preferred Stock are to be Transferred to the Oaktree Stockholder pursuant to this Section 4(b), each Section 4 Selling Stockholder shall cause such Shares and/or Preferred Stock to be Transferred free and clear of all liens, claims, encumbrances and other restrictions (other than as set forth in this Agreement) and shall be deemed to have represented that such Section 4 Selling Stockholder has full right, title and interest in and to such Shares and/or Preferred Stock and has all necessary power and authority and has taken all necessary actions to sell such Shares and/or Preferred Stock. The closing of any Transfer pursuant to this Section 4(b) shall occur in accordance with the terms and provisions of the applicable offer and this Agreement.

(c) Any proposed Transfer by a Section 4 Selling Stockholder not consummated within the time periods set forth in this Section 4 shall again be subject to this Section 4 and shall require compliance by such Section 4 Selling Stockholder with the procedures described in this Section 4. The exercise or non-exercise of the rights of the Oaktree Stockholder under this Section 4 with respect to any proposed Transfer shall not adversely affect its rights with respect to subsequent Transfers by a Section 4 Selling Stockholder under this Section 4.

(d) The provisions of this Section 4 shall be subordinate to those of Section 5, and shall not apply to Transfers under Section 5 or to any Permitted Transfer.

Section 5. Drag-Along Rights.

(a) If a Stockholder, or group of Stockholders, holding at least fifty percent (50%) of the then outstanding Common Stock propose to Transfer at least fifty percent (50%) of the then outstanding Common Stock (for purposes of this Section 5, each a "Dragging Stockholder"), (the "Drag-Along Transaction") in a single transaction or series of related transactions to any Person other than in connection with a Permitted Transfer or a Transfer to the Company or any of its Subsidiaries, prior to the Drag-Along Transaction, the Dragging Stockholders shall have the right (the "Drag-Along Rights") to require each Stockholder who is not a Dragging Stockholder (for the purposes of this Section 5, each a "Dragged Stockholder") to sell that number of Shares equal to (i) the total number of Shares (on a fully-diluted basis, including Options) held by the Dragged Stockholder *multiplied by* (ii) a fraction, the numerator of which is the aggregate number of Shares (on a fully-diluted basis, including Options) to be sold by the Dragging Stockholders in connection with the Drag-Along Transaction and the denominator of which is the aggregate number of Shares (on a fully-diluted basis, including Options) held by the Dragging Stockholders, on the same terms, conditions and price per Share as those applicable to the Dragging Stockholders.

(b) Any Dragging Stockholder exercising its Drag-Along Rights under Section 5(a) shall notify each Dragged Stockholder and the Company in writing of the proposed Drag-Along Transaction no less than fourteen (14) days prior to the contemplated consummation date of the proposed Drag-Along Transaction (the "Drag-Along Notice"). Any such Drag-Along Notice shall set forth: (i) a description of the proposed Drag-Along Transaction, (ii) the name of the

proposed Transferee, (iii) the total number of Shares proposed to be Transferred by the Dragging Stockholders, and (iv) the proposed amount and form of consideration and terms and conditions of payment offered by the proposed Transferee. Any proposed Transfer or transaction pursuant to this Section 5 that is not consummated within one-hundred eighty (180) days following the date of the Drag-Along Notice shall again be subject to the notice provisions of this Section 5(b).

(c) All Dragged Stockholders shall cooperate in, and shall take all actions that the Dragging Stockholders deem reasonably necessary or desirable to consummate the Drag-Along Transaction, including, (i) voting (and if applicable, causing each of its Affiliates to vote) their respective Shares in favor of the Drag-Along Transaction, (ii) voting (and if applicable, causing each of its Affiliates to vote) their respective Shares in opposition to any and all other proposals that could oppose, prevent, delay, or impair the Dragging Stockholders' ability to close the Drag-Along Transaction, (iii) refraining from depositing (and if applicable causing each of its Affiliates to refrain from depositing) any Shares in a voting trust or subjecting any such Shares to any arrangement or agreement with respect to voting any such shares, unless the Dragging Stockholders specifically so request in connection with the Drag-Along Transaction and (iv) entering into an agreement with the Dragging Stockholders and/or the proposed Transferee in connection with the Drag-Along Transaction as may be reasonably requested by the Dragging Stockholder and consistent with the terms hereof. The Company and the Dragged Stockholders shall cooperate with the Dragging Stockholders in obtaining all governmental and third-party approvals and consents reasonably necessary or desirable to consummate such Drag-Along Transaction. In connection with a proposed Drag-Along Transaction, the Company will take such actions as are necessary to accomplish the Drag-Along Transaction, including, without limitation, (I) paying or reimbursing the Dragging Stockholders for any reasonable fees incurred in connection therewith, including the fees of advisors and marketing expenses, (II) cooperating with the Dragging Stockholders to provide necessary information to potential purchasers, (III) assisting with structuring the proposed Drag-Along Transaction and (IV) entering into and executing any instrument, undertaking or obligation necessary or reasonably requested and delivering all documents necessary or reasonably requested in connection with such Drag-Along Transaction.

(d) All Dragged Stockholders shall, to the extent permitted by applicable Law, waive any dissenters' or appraisal rights to which they may be entitled under Section 262 of the Delaware General Corporation Law (or any successor provision thereto) or any other applicable law or contract with respect to the Drag-Along Transaction.

(e) No Dragged Stockholder will be obligated to pay more than its *pro rata* share of transaction expenses incurred (based on the proportion of the aggregate transaction consideration received) in connection with the Drag-Along Transaction to the extent that such expenses are incurred for the benefit of all Stockholders and are not otherwise paid by the Company or the acquiring party (expenses incurred by or on behalf of a Stockholder for its sole benefit not being considered expenses incurred for the benefit of all Stockholders).

(f) No Dragged Stockholder will be liable for more than its *pro rata* share of any indemnity obligations incurred (based on the proportion of the aggregate transaction consideration received) in connection with the Drag-Along Transaction. Any indemnification provided by the

Dragged Stockholders in connection with the Drag-Along Transaction will be on a several and not a joint basis (other than to the extent secured by an escrow fund or other similar mechanism).

(g) No Dragged Stockholder will be obligated to make any representations or warranties in connection with the Drag-Along Transaction, except as to (i) good and valid title to the Shares being Transferred, (ii) the absence of liens, with respect to the Shares being Transferred, (iii) such Dragged Stockholder's valid existence and good standing (if applicable), (iv) the legal capacity and authority for, and validity, binding effect and enforceability of (as against such Dragged Stockholder), any agreement entered into by such Dragged Stockholder in connection with the Drag-Along Transaction, (v) all required consents and approvals to the Dragged Stockholder's Transfer of such Shares having been obtained (excluding securities laws), (vi) the fact that no broker's commission or finder's fee is payable by the Dragged Stockholder as a result of the Dragged Stockholder's conduct in connection with the Drag-Along Transaction and (vii) the fact that the Drag-Along Transaction will not (A) conflict with, or result in any violation or breach of, any provision of any organizational document of the Dragged Stockholder or (B) conflict with, or result in any material violation or breach of, any material contract, instrument, or obligation to which the Dragged Stockholder is a party. All representations and warranties made by any Dragged Stockholder in connection with the Drag-Along Transaction shall be on a several and not joint basis.

(h) The provisions of Section 4 and Section 6 shall be subordinate to and shall not apply to any Transfer or exercise of rights contemplated by this Section 5.

Section 6. Tag-Along Rights.

(a) Subject to Section 6(g), if any Stockholder or group of Stockholders proposes to Transfer at least fifty percent (50%) of the then outstanding Common Stock (for the purposes of this Section 6, each a "Tag-Along Seller"), in connection with any transaction or series of related transactions (each, a "Tag-Eligible Sale"), to any to any Person and the right of first offer set forth in Section 4 above was not fully exercised with respect to such Transfer (such that all of the Shares proposed to be sold by the Section 4 Selling Stockholder will not be Transferred to the Oaktree Stockholder), then each Stockholder other than such Tag-Along Seller (each, a "Tag Holder") shall have the right to require the proposed Transferee to purchase a number of such Stockholder's Shares equal to (i) the total number of Shares (on a fully-diluted basis, including Options) that the proposed Transferee has agreed or committed to purchase in the Tag-Eligible Sale *multiplied by* (ii) a fraction, the numerator of which is the aggregate number of Shares (on a fully-diluted basis, including Options) owned by the Tag Holder and the denominator of which is the aggregate number of outstanding Shares (on a fully-diluted basis, including Options), on the same terms, conditions and equivalent type and amount of consideration payable per share of Shares as such Tag-Along Sellers (the "Tag-Along Rights").

(b) Any Tag-Along Seller shall notify each Tag Holder in writing of the proposed Tag-Eligible Sale no less than fourteen (14) days prior to the contemplated consummation date of the proposed Tag-Eligible Sale (the "Tag-Along Notice"). Any such Tag-Along Notice shall set forth: (i) a description of the proposed Tag-Eligible Sale, (ii) the name of the proposed Transferee, (iii) the total number of Shares proposed to be Transferred by the Tag-Along Sellers, and (iv) the proposed amount and form of consideration and terms and conditions of payment

offered by the proposed Transferee. If a Tag Holder elects to exercise its Tag-Along Rights (each a "Tagging Stockholder"), (I) such Tag Holder shall notify the Tag-Along Seller and the Company in writing of such proposed exercise no less than seven (7) days following such Tag Holder's receipt of the Tag-Along Notice and (II) the terms, conditions and closing of such Tagging Stockholder's Transfer in connection with the Tag-Eligible Sale will be governed by the terms and conditions of the closing of the Tag-Eligible Sale. If a Tag Holder fails to notify the Tag-Along Seller and the Company of its intent to exercise such Tag-Along Rights within such seven (7) day period, such Tag Holder shall be deemed to have waived, and shall forfeit, such Tag-Along Rights with respect to such Tag-Eligible Sale. Any proposed Tag-Eligible Sale that is the subject of a Tag-Along Notice that is not consummated within one-hundred eighty (180) days following the date of the Tag Notice shall again be subject to the notice provisions of Section 6 and shall require compliance by the Stockholders with the procedures described in this Section 6(b).

(c) The number of Shares being purchased from the Tag-Along Seller and any Tagging Stockholders will be reduced on a *pro rata* basis if the proposed Transferee will not purchase all the Shares being offered.

(d) No Tagging Stockholder will be obligated to pay more than its *pro rata* share of transaction expenses incurred (based on the proportion of the aggregate transaction consideration received) in connection with such Tag-Eligible Sale to the extent that such expenses are incurred for the benefit of all Stockholders and are not otherwise paid by the Company or the acquiring party (expenses incurred by or on behalf of a Stockholder for its sole benefit not being considered expenses incurred for the benefit of all Stockholders).

(e) No Tagging Stockholder will be liable for more than its *pro rata* share of any indemnity obligations incurred (based on the proportion of the aggregate transaction consideration received) in connection with the Tag-Eligible Sale. Any indemnifications provided by any Tagging Stockholders in connection with the Tag-Eligible Sale will be on a several and not a joint basis (other than to the extent secured by an escrow fund or other similar mechanism).

(f) Any Tagging Stockholder Transferring Shares pursuant to this Section 6 shall make all representations or warranties in connection with such Transfer as made by the Tag-Along Seller. All representations and warranties made by any Tagging Stockholder in connection with the Tag-Eligible Sale shall be on a several and not joint basis.

(g) The provisions of this Section 6 shall be subordinate to those of Section 5, and shall not apply to Transfers under Section 5 or to any Permitted Transfer or Transfers to the Company or any of its Subsidiaries.

Section 7. Pre-Emptive Rights.

(a) Each Stockholder (for the purpose of this Section 7, each a "Pre-Emptive Right Holder") shall have the right to purchase such Pre-Emptive Right Holder's Overall Percentage Interest (for the purpose of this Section 7, the "Pre-Emptive Allocation"), or any lesser number, of any New Securities that the Company may, from time to time, propose to sell and issue.

(b) In the event the Company proposes to undertake an issuance of New Securities, it will give each Pre-Emptive Right Holder written notice of such issuance (which notice shall be delivered at least fourteen (14) days prior to such issuance), describing the New Securities and the price and terms upon which the Company proposes to issue the same, and setting forth the number of shares or other number of New Securities which such Stockholder is entitled to purchase pursuant to such Stockholder's Pre-Emptive Allocation and the aggregate purchase price therefor. Each Pre-Emptive Right Holder will have seven (7) days from the date of delivery of any such notice from the Company to agree to purchase a specified portion of such New Securities up to such Stockholder's Pre-Emptive Allocation for the price and upon the terms specified in the notice (*provided, however*, that the Pre-Emptive Right Holders shall be entitled to pay cash in lieu of any non-cash consideration) by giving written notice to the Company and stating therein the quantity of New Securities to be purchased. If not all of the Pre-Emptive Right Holders elect to purchase their full Pre-Emptive Allocation of New Securities, then the Company shall notify in writing the fully-participating Pre-Emptive Right Holders (if any) of such and offer such holders the right to acquire such unsubscribed New Securities. Each fully-participating Pre-Emptive Right Holder so notified shall have the right to purchase its *pro rata* share of the unsubscribed New Securities (in proportion to the Overall Percentage Interests of all fully participating Pre-Emptive Right Holders) within seven (7) days from the date of such notice from the Company by giving written notice to the Company and stating therein the quantity of unsubscribed New Securities to be purchased.

(c) In the event that after said seven (7) day period (or, as applicable, such fourteen (14) day period) there exists any amount of New Securities that have not been purchased pursuant to this Section 7, the Company will have one-hundred twenty (120) days thereafter to sell such unpurchased New Securities, at a price and upon such other terms no more favorable to the purchasers thereof than those specified in the Company's notice. In the event the Company has not sold such New Securities within said 120-day period, the Company will not thereafter issue or sell any New Securities without first offering such New Securities to each Pre-Emptive Right Holder in the manner provided above.

(d) The pre-emptive rights granted by this Section 7 shall be exercisable only by "accredited investors" as defined under Section 501 of Regulation D of the Securities Act. In the event that exercise of a Pre-Emptive Right Holder's right under this Section 7 would require under applicable law the registration or qualification of such securities or of any Person as a broker or dealer or agent with respect to such securities where such registration or qualification is not otherwise required for the issuance, such Pre-Emptive Right Holder shall not have the right to participate in the issuance. Without limiting the generality of the foregoing and except as provided for in Section 8, it is understood and agreed that the Company has no obligation to effect a registration of such securities under the Securities Act or similar state statutes.

(e) The closing of any sale of New Securities shall be on the date set forth in the notice provided by the Company pursuant to Section 7(b); *provided, however*, that such date shall be extended as to any participating Pre-Emptive Right Holder for up to forty (40) days (or such longer period as may be approved by the Company, which approval shall not be unreasonably delayed or withheld) for purposes of obtaining any necessary approvals from Governmental Authorities. The exercise or non-exercise of the rights of the Pre-Emptive Right Holders under

this Section 7 shall not adversely affect their rights to participate in subsequent offerings of New Securities subject to Section 7.

(f) The Company may condition the participation of the Pre-Emptive Right Holder upon the purchase by such Pre-Emptive Right Holder of any securities (including debt securities) other than New Securities ("Other Securities") in the event that the participation of any Person who is not a Pre-Emptive Right Holder in such issuance (a "Prospective Subscriber") is so conditioned. In such case, each Pre-Emptive Right Holder exercising its right under this Section 7 shall acquire, together with the New Securities to be acquired by it, Other Securities in the same proportion to the New Securities to be acquired by it as the proportion of Other Securities to New Securities being acquired by a Prospective Subscriber in such issuance, on the same terms and conditions, as to all New Securities and Other Securities issued to Pre-Emptive Right Holders exercising their rights under this Section 7, as the Prospective Subscriber shall be issued New Securities and Other Securities.

(g) Notwithstanding the requirements of Section 7(b), in the event that the Board determines that there are circumstances which would materially disadvantage (1) the Stockholders in a similar manner or (2) the Company, the Company may proceed with any issuance of New Securities prior to having complied with the provisions of Section 7(b), *provided, however*, that the Company shall:

(i) provide each Pre-Emptive Right Holder with (i) prompt notice of (which in any event shall be no later than five (5) Business Days after) such issuance and (ii) the notice described in Section 7(b) in which the actual price per unit of New Securities shall be set forth;

(ii) offer to issue to such Pre-Emptive Right Holder such number of New Securities of the type issued in the issuance as may be requested by such Pre-Emptive Right Holder (not to exceed such Stockholder's Pre-Emptive Allocation) on the same economic terms and conditions, other than the closing date, with respect to such securities as the subscribers in the issuance ("Section 7(g) Subscribers") received;

(iii) keep such offer open for a period of seven (7) days, during which period, each such Pre-Emptive Right Holder may accept such offer by sending a written acceptance to the Company and stating therein the quantity of New Securities to be purchased, not to exceed such Stockholder's Pre-Emptive Allocation; and

(iv) repurchase from the Section 7(g) Subscribers such number of New Securities equal to the number of New Securities acquired by the Pre-Emptive Right Holders under this Section 7(g) at the actual price per unit of the applicable New Securities.

Section 8. Demand Registration Rights; Piggy-Back Rights

(a) Prior to a Public Offering, any Stockholder or group of Stockholders who combined hold at least fifty percent (50%) of the outstanding shares of Common Stock shall be entitled to make one Demand Registration Request (such Stockholder or group of Stockholders, a "Pre-IPO Demand Group"); *provided that* (x) the Company may, if the Board determines in the

exercise of its reasonable judgment that due to a pending or contemplated financing, acquisition or disposition, to effect such Demand Registration at such time would have a material adverse effect on the Company, defer such Demand Registration for a single period not to exceed one hundred eighty (180) days (but if the Company elects to defer any such Demand Registration pursuant to the terms of this sentence, no Demand Registration Request shall be deemed to have occurred for purposes of this Agreement until such related Demand Registration is consummated) and (y) the Company shall be obligated to effect only one Demand Registration Request pursuant to this Section 8(a). Within ten (10) days after receipt of the Demand Registration Request under this Section 8(a), the Company will send written notice (the "Pre-IPO Demand Notice") of such registration request and its intention to comply therewith to all Stockholders who are holders of Registrable Securities and, subject to Section 8(e) below, the Company will include in such related Demand Registration all Registrable Securities of such Stockholders with respect to which the Company has received written requests for inclusion therein within fourteen (14) days after the receipt of the Pre-IPO Demand Notice. All requests made pursuant to this Section 8(a) will specify the aggregate number of Registrable Securities requested to be registered and will also specify the intended methods of disposition thereof.

(b) Subsequent to a Public Offering, any Stockholder (and its Affiliates and Permitted Transferees) who at the time of any Demand Registration Request under this Section 8(b) holds at least ten percent (10%) of the outstanding shares of Common Stock (each such Stockholder, together with its Affiliates and Permitted Transferees, a "Post-IPO Demand Stockholder"), shall each be entitled to make a total of three (3) Demand Registration Requests under this Section 8(b), *provided that* (x) the Company may, if the Board determines in the exercise of its reasonable judgment that due to a pending or contemplated financing, acquisition or disposition, to effect such Demand Registration at such time would have a material adverse effect on the Company, defer such Demand Registration for a single period not to exceed one hundred eighty (180) days (but if the Company elects to defer any such Demand Registration pursuant to the terms of this sentence, no Demand Registration Request shall be deemed to have occurred for purposes of this Agreement until such related Demand Registration is consummated) and (y) the Company shall be obligated to effect only a combined total of three Demand Registration Requests in any three-hundred sixty-five (365) day period. Within ten (10) days after receipt of the Demand Registration Request under this Section 8(b), the Company will send written notice (the "Post-IPO Demand Notice") of such Demand Registration Request and its intention to comply therewith to all Stockholders who are holders of Registrable Securities and, subject to Section 8(d) below, the Company will include in such related Demand Registration all Registrable Securities of such Stockholders with respect to which the Company has received written requests for inclusion therein within fourteen (14) days after the receipt of the Post-IPO Demand Notice. All requests made pursuant to this Section 8(b) will specify the aggregate number of Registrable Securities requested to be registered and will also specify the intended methods of disposition thereof.

(c) A request for registration of Shares shall not be counted as a Demand Registration Request hereunder until the related Demand Registration has been declared effective by the Securities and Exchange Commission (the "Commission") and maintained continuously effective for a period of at least three (3) months or such shorter period when all Registrable Securities included therein have been sold in accordance with such Demand Registration.

(d) If pursuant to any Demand Registration the managing underwriter or underwriters thereof (or in the case of a Demand Registration not being underwritten, the holders of a majority of the Registrable Securities held by the Pre-IPO Demand Group or Post-IPO Demand Stockholder, as applicable, after consultation with an investment banker of nationally recognized standing), advise the Company in writing that in its or their reasonable opinion the number of Shares proposed to be sold in such Demand Registration exceeds the number that can be sold in such offering without having a material adverse effect on the success of the offering (including, without limitation, an impact on the selling price), the Company will include in such Demand Registration only the number of Shares that, in the reasonable opinion of such underwriter or underwriters (or such holders of Registrable Securities held by the Pre-IPO Demand Group or Post-IPO Demand Stockholder, as applicable) can be sold without having a material adverse effect on the success of the offering, as follows: (i) first, to the Pre-IPO Demand Group or Post-IPO Demand Stockholder, as applicable, and to all other Stockholders that provided the Company with a timely written request for inclusion in accordance with the procedures of Section 8(a) or Section 8(b) on a *pro rata* basis, (ii) second, to the Company, and (iii) third, to all Stockholders who do not meet the criteria of subsection (i), but request to be included in such Demand Registration, on a *pro rata* basis.

(e) If, at any time, the Company determines to register any of its equity securities for its own account under the Securities Act in connection with the Public Offering of such securities solely for cash on a form that would also permit the registration of any of the Registrable Securities, the Company shall, at each such time, promptly give each Stockholder written notice of such determination. Upon the written request of any Stockholder received by the Company within twenty-one (21) days after the giving of any such notice by the Company, the Company shall use its reasonable best efforts to register under the Securities Act all of the Registrable Securities of such Stockholder that each Stockholder has requested be registered. If the managing underwriter or underwriters of the registration to be undertaken by this Section 8(e) (or in the case of a registration not being underwritten, the Board, after consultation with an investment banker of nationally recognized standing) advise the Company in writing that in its or their reasonable opinion the number of securities proposed to be sold in such registration exceeds the number that can be sold in such offering without having a material adverse effect on the success of the offering (including, without limitation, an impact on the selling price), the Company will include in such registration only the number of securities that, in the reasonable opinion of such underwriter or underwriters (or the Board, as applicable) can be sold without having a material adverse effect on the success of the offering, as follows: (i) first, to the Company and (ii) second, to the Stockholders with respect to the Shares the Stockholders requested to be included in such registration, on a *pro rata* basis.

(f) The expenses of all Demand Registrations and all registrations undertaken pursuant to Section 8(e) (including the fees and expenses of a total of one counsel for the Pre-IPO Demand Group or Post-IPO Demand Stockholder, as applicable, but excluding any discounts given, and any commission paid, to the underwriters of the offering) shall be borne by the Company.

(g) Registration Procedures. With respect to any Demand Registration or registration pursuant to Section 8(e), the Company will, subject to Section 8(d) and Section 8(e), as expeditiously as practicable:

(i) prepare and file with the Commission a registration statement with respect to such Registrable Securities, and use its best efforts to cause such registration statement to become and remain effective;

(ii) prepare and file with the Commission such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement;

(iii) furnish to the Stockholders registering their Shares pursuant to the registration statement such numbers of copies of a prospectus, including a preliminary prospectus, in conformity with requirements of the Securities Act, and such other documents such Stockholders may reasonably request in order to facilitate the disposition of their Registrable Securities;

(iv) use its best efforts to register and qualify the securities covered by such registration statement under such securities or Blue Sky laws of such jurisdictions as shall be reasonably appropriate for the distribution of the securities covered by the registration statement, *provided* that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such jurisdiction;

(v) use its best efforts to cause all Registrable Securities covered by such registration statement to be registered with, or approved by, such other Governmental Authority as may be necessary to enable the seller or sellers thereof to consummate the disposition of such Registrable Securities;

(vi) notify each seller of Registrable Securities covered by such registration statement, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, upon discovery that, or upon the happening of any event as a result of which, the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances under which they were made, and at the request of any such Stockholder, promptly prepare and furnish to such Stockholder a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchasers of such securities, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances under which they were made;

(vii) use its best efforts to comply with all applicable rules and regulations of the Commission;

(viii) provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by such registration statement from and after a date not later than the effective date of such registration statement; and

(ix) use its reasonable best efforts to list all Registrable Securities covered by such registration statement on a national securities exchange.

(h) Underwriting. Each Stockholder (together with its Permitted Transferees) selling Registrable Securities in any registration pursuant to this Section 8, as a condition for the inclusion of such Registrable Securities in such registration, shall execute and deliver an underwriting agreement in a form acceptable to the Company, and consented to by the Pre-IPO Demand Group or the Post-IPO Demand Stockholder in the case of a registration pursuant to Section 8(a) or Section 8(b), as applicable. The holders of a majority of the Registrable Securities in any Demand Registration shall have the right to select the investment banker(s) and manager(s) to administer the offering relating to such Demand Registration.

(i) Other Registration Rights. Except as provided in this Agreement, the Company shall not grant to any Persons the right to request the Company to register any equity securities of the Company, or any securities, options, or rights convertible or exchangeable into or exercisable for such equity securities, without the prior written consent of a majority of the Stockholders.

(j) Indemnification.

(i) The Company agrees to indemnify, to the fullest extent permitted by law, each holder of Registrable Securities, its officers, partners, members and directors and each Person who controls such holder (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and expenses caused by, arising out of, or based on any untrue or alleged untrue statement of material fact contained in any registration statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, except, as to any holder, insofar as the same are caused by or contained in any information furnished in writing to the Company by such holder expressly for use therein or by such holder's failure to deliver a copy of the prospectus or any amendments or supplements thereto if such delivery is required by the Securities Act after the Company has furnished such holder with a sufficient number of copies of the same. In connection with an underwritten offering, the Company shall indemnify such underwriters, their officers and directors and each Person who controls such underwriters (within the meaning of the Securities Act) to the same extent as provided above with respect to the indemnification of the holders of Registrable Securities.

(ii) In connection with any registration statement pursuant to which a holder of Registrable Securities is selling Registrable Securities, each such seller shall furnish to the Company in writing such information concerning such seller as the Company reasonably requests for use in connection with any such registration statement or prospectus and, to the fullest extent permitted by law, shall indemnify the other holders of Registrable Securities and the Company, and their respective officers, directors, agents, and employees, and each other Person who controls the Company (within the meaning of the Securities Act) against any losses, claims, damages, liabilities and expenses resulting from any untrue or alleged untrue statement of material fact contained in the registration statement, prospectus or preliminary prospectus or any amendment thereof or supplement

thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is contained in any information so furnished in writing by such holder expressly for use therein; provided that the obligation to indemnify shall be individual, not joint and several, for each holder and shall be limited to the net amount of proceeds received by such seller from the sale of Registrable Securities pursuant to such registration statement.

(iii) Any Person entitled to indemnification under this Section 8(j) shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any Person's right to indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim.

(iv) The indemnification provided for under this Section 8(j) shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling Person of such indemnified party and shall survive the transfer of Shares. The Company also agrees to make such provisions, as are reasonably requested by any indemnified party, for contribution to such party in the event the Company's indemnification is unavailable for any reason.

Section 9. Board of Directors; Observer Rights.

(a) The Board shall consist of seven (7) members, to be selected according to the procedures outlined in this Section 9.

(b) Meetings of the Board shall be presided over by the Chairman of the Board (the "Chairman"), who shall be chosen by a majority vote of all of the members of the Board.

(c) The Oaktree Stockholder shall have the right to designate the following number of members of the Board:

(i) Three (3) members, if the Oaktree Stockholder or its Permitted Transferees combined hold at least thirty-five percent (35%) of the outstanding Shares (on a fully-diluted basis), which shall initially be Mike Harmon, David Tanner and another member appointed by the Oaktree Stockholder;

(ii) Two (2) members, if the Oaktree Stockholder or its Permitted Transferees combined hold at least twenty-five percent (25%), but not thirty-five percent (35%) or more, of the outstanding Shares (on a fully-diluted basis);

(iii) One (1) member, if the Oaktree Stockholder or its Permitted Transferees combined hold at least fifteen percent (15%), but not twenty-five percent (25%) or more, of the outstanding Shares (on a fully-diluted basis).

The rights contained in this Section 9(c) shall terminate if the Oaktree Stockholder or its Permitted Transferees combined hold less than fifteen percent (15%) of the outstanding Shares (on a fully-diluted basis).

(d) The chief executive officer of the Company shall be a member of the Board, who shall initially be Scott A. Bartos.

(e) The Fidelity Stockholder shall have the right to designate one (1) member of the Board, so long as it or its Permitted Transferees combined hold at least ten and forty-five one hundredths percent (10.45%) of the outstanding Shares (on a fully-diluted basis).

(f) The Company shall have the right to designate two (2) members of the Board (the "Independent Directors"), subject to the approval of a majority of the Shares held by the Backstop Parties. If there are no Backstop Parties holding any Shares, the Company's right to designate members of the Board is subject only to the approval of a majority vote of all the members of the Board. Each such Independent Director designated pursuant to this Section 9(f) or Section 9(g) must satisfy the definition of "independent director" for purposes of the NASDAQ stock market standards.

(g) The Company shall have the right to designate an additional number of members of the Board, in accordance with the approvals and standards of Section 9(f), equal to (i) four (4) *subtracted by* (ii)(x) the number of members designated by the Oaktree Stockholder pursuant to Section 9(c) and (y) the number of members designated by the Fidelity Stockholder pursuant to Section 9(e). The members designated pursuant to this Section 9(g) shall also be deemed Independent Directors.

(h) For each member designated pursuant to Section 9(c), Section 9(d), Section 9(e), Section 9(g) or Section 9(g), the Company shall be required to nominate and recommend such proposed member to the holders of Common Stock Equivalents for election at each annual meeting and at any other meeting where members are to be elected, and all Stockholders shall be required to vote in favor of the designated member(s).

(i) Unless otherwise determined by the Board, the board of directors (or similar governing body) of each of the Company's subsidiaries shall be comprised of designees appointed in the same manner and according to the same procedures as the members of the Board pursuant to this Section 9.

(j) Any member of the Board appointed pursuant to Section 9(c), Section 9(d), Section 9(e), Section 9(g) or Section 9(g) above may resign, or may be removed either (i) with or without cause solely at the direction of the Stockholder, or agreement of the Stockholders if

designated by more than one Stockholder, who designated such member of the Board, (ii) by the affirmative written vote or written consent of a majority of the remaining members of the Board upon death, disability, incapacity or disqualification of such member of the Board or (iii) in the case of any member of the Board appointed pursuant to Section 9(f) or Section 9(g), with or without cause by the affirmative written vote or written consent a majority of the remaining members of the Board. The Stockholder(s) who designated such resigned or removed member (or such Stockholders' successors or Permitted Transferees) shall have the exclusive right to designate a replacement for such member of the Board, which individual shall be appointed and approved pursuant to Section 9(c), Section 9(d), Section 9(e), Section 9(g) or Section 9(g) above, as applicable. The Board and the Stockholders shall as promptly as reasonably practicable effect any such resignation or removal, as the case may be, and related designation, appointment and approval of any member of the Board pursuant to this paragraph.

(k) Board Observer. The Company shall (i) so long as the Visium Stockholder owns at least seven and twenty-five one hundredths percent (7.25%) of the outstanding Shares (on a fully-diluted basis), invite one representative designated by the Visium Stockholder (the "Visium Observer"), (ii) so long as the DW Stockholder owns at least six and five-tenths percent (6.5%) of the outstanding Shares (on a fully-diluted basis), invite one representative designated by the DW Stockholder (the "DW Observer") and (iii) so long as the Fidelity Stockholder owns at least ten and forty-five one hundredths percent (10.45%) of the outstanding Shares (on a fully-diluted basis), invite one representative designated by the Fidelity Stockholder (the "Fidelity Observer", and collectively with the Visium Observer and the DW Observer, the "Observers") to attend all meetings of the Board in a nonvoting observer capacity and, in this respect, shall give each Observer copies of all notices, minutes, consents, and other materials that it provides to its directors; provided, however, that (I) the right to designate an Observer shall be subject to such Observer agreeing to hold in confidence and trust all information so provided and, if the Company so requests, execution of a customary confidentiality agreement with the Company (and the entity or entities (the "Designor"), as applicable, designating each Observer shall be responsible for such Designor's respective Observer doing so), and (II) each such Observer shall at all times during his or her appointment be an employee of the applicable Designor; and provided, further, that the Company reserves the right to withhold any information and to exclude an Observer from any meeting or portion thereof if the Company reasonably and in good faith determines (i) that such withholding of information or exclusion is necessary to preserve the attorney-client privilege between the Company and its counsel or result in disclosure of trade secrets or a conflict of interest, (ii) if such Designor, Observer or their respective Affiliates is a Competitor or (iii) that such Designor, Observer or their respective Affiliates are in breach of their obligations of confidentiality as set forth in this Section 9(k).

(l) The rights to designate representatives for appointment to the Board, any committee of the Board, the board of directors (or similar governing body) of each Company's subsidiaries and any committees thereof (other than the rights contained in Section 9(a) and Section 9(c)) and the rights to designate an Observer to meetings of the Board shall terminate with respect to all Stockholders immediately prior to the consummation of a Qualified Public Offering, at which time, if requested by the Company, each Stockholder will direct its designee(s), and each such designee shall, resign from the Board, any committee of the Board, the board of directors (or similar governing body) of each of the Company's Subsidiaries and any committees thereof.

(m) Each member of the Board and the Observers shall be entitled to reimbursement from the Company for his or her reasonable out of pocket expenses (including travel) incurred in attending any meeting of the Board or Subsidiary board of directors or any committee thereof, pursuant to Company policy.

Section 10. Matters Requiring Board Consent.

(a) Except as provided for in this Agreement, the Company shall not, without approval of the Board, which approval must include the affirmative vote of a majority of the Independent Directors:

(i) create any new class or series of equity or increase the authorized amount of any class of equity, or issue any stock or other equity securities, or any options, warrants, notes or other securities exercisable for or convertible into stock or other equity securities or other rights to acquire equity securities, of the Company, other than pursuant to employee benefit plans approved by the Board;

(ii) make any material amendment to the Company's by-laws or certificate of incorporation (including, but not limited to, any amendment to increase or decrease the authorized size of the Board);

(iii) enter into any material transaction of any kind with any Affiliate of the Company, whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to the Company as would be obtainable by the Company at the time in a comparable arm's length transaction with a Person other than an Affiliate;

(iv) make any sale, transfer, license, lease or other disposition (including any sale and leaseback transaction) of all or substantially all of the assets, property or rights of the Company, taken as a whole (or the grant of any option or other right to do any of the foregoing);

(v) materially deviate from the principal business of the Company or enter new material lines of business;

(vi) cancel any directors' and officers' liability insurance or fiduciary liability insurance policy;

(vii) make any material amendment to the rights, preferences or privileges of any of the equity securities of the Company in a manner that is materially adverse to the holders of such securities;

(viii) enter into or make any material amendment to an employment or consulting agreement involving payments to any Person who is an officer or director of the Oaktree Stockholder or the Company (or a member of the Immediate Family of any such Persons); or

(ix) enter into or become party to any joint venture, or agree to or consummate any acquisition of any assets, entities or businesses (whether by merger, consolidation or any business combination), involving an aggregate consideration exceeding $25,000,000 in a single transaction or series of related transactions.

Section 11. D&O Insurance.

The Company shall maintain directors' and officers' liability insurance and fiduciary liability insurance for all directors with insurers of recognized financial responsibility in such amounts as the Board determines to be prudent and customary for the Company's business and operations. The Company and the Stockholders shall take all necessary action so that each of the directors shall be entitled to indemnification and advancement of expenses to the maximum extent available under applicable law.

Section 12. Pledges.

A Stockholder shall not be permitted to pledge, hypothecate or otherwise encumber any of its Shares or Preferred Stock.

Section 13. Information Rights.

(a) The Company will furnish to the Oaktree Stockholder and all Backstop Parties party to this Agreement so long as, in each case, such Person owns at least five percent (5%) of the outstanding Shares (on a fully-diluted basis) all information the Company is required to deliver to the administrative agent or lenders pursuant to its then-existing credit agreement. All Stockholders party to this Agreement shall be entitled to receive the Financial Statements and obtain access to Management Calls. The Company will furnish the Financial Statements to all Stockholders party to this Agreement, and hold live quarterly conference calls to discuss operating results and related matters for any relevant reporting period (the "Management Calls"). No fewer than three (3) Business Days prior to the date on which any Management Call is to be held, the Company shall provide notice to the Stockholders party to this Agreement announcing the time and date of such Management Call, and including all information necessary to access the call or directing the Stockholders party to this Agreement to contact the appropriate person at the Company to obtain such information.

(b) Within ninety (90) days after the end of each fiscal year, the Company shall cause to be delivered to each Stockholder (so long as such Stockholder owned any Common Stock during such prior fiscal year) all information reasonably necessary for the preparation of such Stockholder's income tax returns (whether federal, state or foreign).

Section 14. Representations and Warranties. Each party hereto represents and warrants, as of the date hereof, to the other parties hereto as follows:

(a) If an entity, such party is duly organized, validly existing and, if applicable, in good standing under the laws of the jurisdiction of its organization.

(b) Such party, as appropriate, has the full power, right and authority to enter into this Agreement, to perform, observe and comply with all of such party's agreements and obligations

hereunder, and to consummate the transactions contemplated hereby. If an entity, such party has taken all action required to be taken by it with respect to the execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby.

(c) This Agreement has been duly and validly executed by such party and, upon delivery thereof by such party, will constitute a legally valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as enforceability thereof may be limited by applicable bankruptcy, reorganization, insolvency or other similar laws affecting creditors' rights generally or by general principles of equity.

(d) The execution, delivery and performance by such party of this Agreement does not and will not, and the consummation of the transactions contemplated hereby in compliance with the terms and provisions hereof will not, to the best knowledge of such party, with or without the giving of notice, the passage of time, or both, conflict with, result in a beach of, or constitute a violation or default of or give any third party the right to terminate, accelerate or modify any obligation under (i) any material agreement or other document or instrument to which such party is a party or by which such party is bound or affected, (ii) if an entity, the organizational documents of such party, or (iii) any law, statute, rule, regulation, ordinance, writ, order or judgment to which such party is bound or affected.

The representations and warranties contained in this Agreement shall survive the execution of this Agreement and continue in full force and effect indefinitely.

Section 15. Legends. Each certificate or other documents representing Shares or Preferred Stock shall bear the following legend until such time as the Shares or Preferred Stock represented thereby are no longer subject to the provisions hereof or such legend is no longer applicable (as determined by the Company in its sole direction):

> "THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR UNDER ANY STATE SECURITIES LAWS, AND MAY NOT BE SOLD, TRANSFERRED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER SAID ACT OR SUCH LAWS AND THE RULES AND REGULATIONS THEREUNDER.
>
> THE VOTING, SALE, TRANSFER, ENCUMBRANCE OR OTHER DISPOSITION OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF A STOCKHOLDERS' AGREEMENT, DATED AS OF [●] (AS THE SAME MAY BE AMENDED, MODIFIED, SUPPLEMENTED OR RESTATED FROM TIME TO TIME), A COPY OF WHICH MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS CERTIFICATE TO THE SECRETARY OF WP ROCKET HOLDINGS INC."

The Company will instruct any transfer agent not to register the Transfer of any shares of Common Stock until the conditions specified in the foregoing legend and this Agreement are satisfied.

Section 16. Certain Events.

In the event of any stock split, stock dividend, merger, reorganization, recapitalization or other change in the capital structure of the Company affecting the Shares or Preferred Stock, (i) the type and number of Shares or Preferred Stock shall be adjusted appropriately and (ii) this Agreement and the obligations hereunder shall automatically attach to any additional Shares, Preferred Stock or other securities or rights of the Company issued to or acquired by a Stockholder.

Section 17. Notices.

All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) five (5) days after posting in the United States mail having been sent registered or certified mail return receipt requested, (c) when delivered by FedEx or other nationally recognized overnight delivery service or (d) when delivered by facsimile or electronic mail communication, in each case, addressed to the other parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to the Company:

WP Rocket Holdings Inc.
9221 East Via de Ventura
Scottsdale, Arizona 85258
Attn: General Counsel

If to the Oaktree Stockholder:

(i) by electronic mail communication to:

Michael Harmon
mharmon@oaktreecapital.com

and

(ii) with a copy by FedEx or other nationally recognized overnight delivery service with signature confirmation to:

Oaktree Capital Management
333 South Grand Avenue, 28th Floor
Los Angeles, CA 90071
Attention: Michael Harmon and
General Counsel

If to any other Stockholder, to the applicable address indicated on Schedule 1 attached hereto as amended from time to time.

Section 18. Governing Law; Forum Selection; Consent to Jurisdiction.

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Delaware without reference to its internal conflicts of laws principles. Each party hereto hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the State of Delaware in any action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation arising out of or based upon this Agreement or relating to the subject matter hereof (and each party agrees that service of any process, summons, notice or document by U.S. registered mail to the addresses set forth in Section 17 above or on such party's signature page hereto, as amended, shall be effective service of process for any action brought against such party in any court). Each party hereto hereby irrevocably and unconditionally waives any objection which it may now or hereafter have to the laying of venue in connection with any action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation arising out of or based upon this Agreement or relating to the subject matter hereof in the Court of Chancery of the State of Delaware, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action brought in any such court has been brought in an inconvenient forum. The parties further agree that a final judgment in any action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 19. Successors and Assigns. The provisions of this Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective permitted successors and assigns. No party may assign any of its rights or obligations under this Agreement or any part hereof except as expressly set forth herein.

Section 20. No Other Relationships. Nothing contained herein or in any other agreement delivered pursuant hereto or thereto shall be construed to create any agency relationship among the Stockholders. No Stockholder shall owe any fiduciary duties to the Company or to any other Stockholder by virtue of this Agreement. To the extent that at law or in equity, a Stockholder has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Stockholder, a Stockholder acting under this Agreement shall not be liable to the Company or to any Stockholder for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Stockholder otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Stockholder.

Section 21. Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a Governmental Authority, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other Persons or circumstances, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination

that any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any Person or circumstance is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 22. Expenses. Except as otherwise expressly provided herein, each party hereto shall bear its own expenses incurred in connection with this Agreement and the transactions contemplated hereby.

Section 23. Remedies. Each of the parties to this Agreement will be entitled to enforce its rights under this Agreement specifically, to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights existing in its favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any party shall be entitled to immediate injunctive relief or specific performance without bond or the necessity of showing actual monetary damages in order to enforce or prevent any violations of the provisions of this Agreement.

Section 24. Confidentiality; Public Announcements, Etc. Each Stockholder agrees, and agrees to cause its Affiliates, to at all times hold in confidence and keep secret and inviolate all of the Company's confidential information, including, without limitation, all unpublished matters relating to the business, property, accounts, books, records, customers and contracts of the Company which the Stockholder or any such Affiliates may or hereafter come to know; *provided, however,* that, except as otherwise provided herein, the Stockholder may disclose any such information (a) to its Affiliates, directors, officers, employees, representatives and agents, including accountants, legal counsel and other advisors who have a need to know such information in connection with the Stockholder's investment in the Company (it being understood and agreed that (i) the Persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential, (ii) no such information will be used to the detriment of the Company and (iii) such Stockholder shall be responsible for breach by any such Person of the provisions of this Section 24), (b) that otherwise is or has become generally available to the public (without breach by the disclosing Stockholder of this Section 24), (c) as to which the Stockholder has obtained knowledge from sources other than the Company or the directors or the officers of the Company (provided, that such source is not known by such Stockholder to be bound by a confidentiality agreement with the Company), (d) with the written consent of the Company, (e) that it is required to disclose by law or subpoena or judicial process or as is required to enforce its rights hereunder or that is required to be disclosed under the rules of any stock exchange to which any Stockholder or an Affiliate is subject, in which case, the disclosing Stockholder shall, if possible, provide the Company with prompt advance notice of such disclosure so that the Company shall have the opportunity if it so desires to seek a protective order or other appropriate remedy and, in connection with any such disclosure required by the Commission (or similar Governmental Authority) or the rules of any stock exchange to which a Stockholder or any Affiliate of a Stockholder is subject, the disclosing Stockholder shall use reasonable efforts to obtain confidential treatment for such disclosure (to the extent reasonably available) *provided, however*, that with respect to standard examinations by or standard filings with any regulatory or

Governmental Authority, notice shall not be required, or (f) to a potential Transferee, provided that prior to such disclosure, (i) the Company shall have determined that any potential transfer to such Transferee would not violate the first sentence of Section 2(b) of this Agreement and (ii) such potential Transferee shall have entered into a confidentiality agreement on similar terms and conditions as contained in this Section 24 in form and substance reasonably satisfactory to the Company and with respect to which the Company is made an express third party beneficiary; *provided, however*, subclauses (i) and (ii) of this clause (f) shall not apply to a potential Transferee in connection with a sale pursuant to a registration statement under the Securities Act or a broad distribution sale. Notwithstanding anything in this Agreement to the contrary, a Stockholder or any Affiliate of such Stockholder shall be permitted to disclose confidential information to: (x) their respective current and potential partners, members and investors, and such partners', members' and investors' advisors and (y) the participants at such Stockholder's annual meeting (it being understood and agreed that in each such case, the Persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential). Each Stockholder agrees that such confidential information shall be used only in connection with the business of the Company, and the Stockholder's investment therein, and not for any other purpose.

Section 25. Counterparts; Effectiveness. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile or by electronic delivery in *.pdf* format shall be sufficient to bind the parties to the terms and conditions of this Agreement.

Section 26. No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, and notwithstanding the fact that certain of the parties hereto may be corporations, partnerships, limited liability companies or trusts, each party to this Agreement covenants, agrees and acknowledges that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement shall be had against any current or future director, officer, employee, general or limited partner, member, manager or trustee of any Stockholder or of any partner, member, manager, trustee, Affiliate or assignee thereof, as such, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any current or future officer, agent or employee of any Stockholder or any current or future member of any Stockholder or any current or future director, officer, employee, partner, member, manager or trustee of any Stockholder or of any Affiliate or assignee thereof, as such, for any obligation of any Stockholder under this Agreement or any documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation.

Section 27. Aggregation. All Shares and Preferred Stock held by any Affiliates of any Stockholder shall be aggregated together with the Shares and Preferred Stock held by such Stockholder for the purposes of determining availability of rights and application of obligations of such Stockholder under this Agreement.

Section 28. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings (whether written or oral) between the Company and the Stockholders, or any of them, with respect to the subject matter hereof. No representations, warranties, covenants, understandings or agreements, oral or otherwise, relating to the transactions contemplated by this Agreement exist between any of the parties hereto except as expressly set forth in this Agreement and other documents contemplated hereby.

Section 29. Informed Decision; Advice of Counsel. Each party hereto hereby acknowledges and agrees that (a) this Agreement, including all Schedules and Exhibits hereto, have been or will be executed and delivered, as appropriate, following arm's length negotiations between and among the parties; and (b) such party's informed decision to execute, deliver and perform this Agreement (i) was made on the basis of legal, tax, financial and other advice obtained from professionals acting on behalf of such party or on the basis of such party having had the opportunity to obtain legal, tax, financial and other advice from professionals, acting on behalf of such party, (ii) was voluntary, and (iii) was not based on any representations, warranties, covenants and/or agreements of any party or other Person not expressly provided for in this Agreement.

Section 30. Amendment and Waiver. This Agreement may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived (each such action, an "Amendment"), only by a written instrument signed by the Company and a majority-in-interest of the Stockholders, or, in the case of a waiver, by the party waiving compliance; *provided, however*, that no Amendment shall occur with respect to Section 4, Section 8, Section 9 or Section 13 without the express written consent of the Oaktree Stockholder; *provided further* that Schedule 1 to this Agreement shall be amended by the Company upon a Transfer consummated in accordance with this Agreement without the consent of the Stockholders. No delay on exercising any right, power or privileges hereunder on the part of any party shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege, or any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege.

Section 31. Rights of Third Parties. Except as otherwise expressly provided herein, this Agreement is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any Person other than the parties hereto.

Section 32. Waiver of Certain Damages. To the extent permitted by applicable law, each party hereto agrees not to assert, and hereby waives, any claim against any other party hereto, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any of the transactions contemplated hereby.

Section 33. Termination. This Agreement shall terminate and be of no further force and effect (a) with respect to any individual Stockholder, on the first date when such Stockholder no longer holds any Shares or Preferred Stock, and (b) in its entirety, upon the first to occur of (i) all of the Shares and Preferred Stock being owned by a single Person or (ii) the agreement in

writing of the Company and each of the Stockholders to terminate this Agreement. Unless otherwise specified, this Agreement shall terminate and be of no further force and effect with respect to Section 2, Section 3, Section 4, Section 5, Section 6, Section 7, Section 9 (other than Section 9(a) and Section 9(c)), Section 12 and Section 13 immediately prior to the consummation of a Qualified Public Offering.

Section 34. Inconsistent Provisions. In the event that any provision of this Agreement is or becomes inconsistent with the Company's bylaws, the Stockholders shall take all actions necessary to amend the Company's bylaws such that the Company's bylaws are not inconsistent with and do not conflict with this Agreement.

Signature pages follow.

IN WITNESS WHEREOF, the parties hereto have duly executed this Stockholders' Agreement as of the date first above written.

THE COMPANY:

WP ROCKET HOLDINGS INC., a Delaware corporation

By:_____
Name:
Title:

STOCKHOLDERS:

[_____]

By:_____
Name:
Title:

[_____]

By:_____
Name:
Title:

Schedule 1

Schedule of Stockholders

Name of Stockholder	Address of Stockholder
Brevan Howard Credit Catalyst Master Fund Limited	c/o DW Investment Management, LP 590 Madison Avenue, 9th Floor, New York, NY 10022
DG Value Partners, L.P. DG Value Partners II L.P. Special Situations LLC Special Situations X LLC	c/o DG Capital Management, LLC 460 Park Avenue, 13th Floor New York, NY 10022
Fidelity Strategic Income Fund Mother	c/o Fidelity Management & Research Co. 245 Summer Street Boston, MA 02110
Fidelity Funds SICAV/Fidelity Funds – US High Yield	c/o Fidelity Management & Research Co. 245 Summer Street Boston, MA 02110
Master Trust Bank of Japan Ltd. Re: Fidelity US High Yield	c/o Fidelity Management & Research Co. 245 Summer Street Boston, MA 02110
Fidelity IT High Yield Open Mother	c/o Fidelity Management & Research Co. 245 Summer Street Boston, MA 02110
Fidelity Advisor Series I: Fidelity Advisor High Income Advantage Fund	c/o Fidelity Management & Research Co. 245 Summer Street Boston, MA 02110
Fidelity Puritan Trust: Fidelity Puritan Fund	c/o Fidelity Management & Research Co. 245 Summer Street Boston, MA 02110
Fidelity Summer Street Trust: Fidelity Global High Income Fund	c/o Fidelity Management & Research Co. 245 Summer Street Boston, MA 02110

Fidelity Summer Street Trust: Fidelity Capital & Income Fund	c/o Fidelity Management & Research Co. 245 Summer Street Boston, MA 02110
Fidelity Advisor Series II: Fidelity Advisor Strategic Income Fund	c/o Fidelity Management & Research Co. 245 Summer Street Boston, MA 02110
Fidelity School Street Trust: Fidelity Strategic Income Fund	c/o Fidelity Management & Research Co. 245 Summer Street Boston, MA 02110
Variable Insurance Products Fund V: Strategic Income Portfolio	c/o Fidelity Management & Research Co. 245 Summer Street Boston, MA 02110
Fidelity American High Yield Fund	c/o Fidelity Management & Research Co. 245 Summer Street Boston, MA 02110
Fidelity Canadian Balanced Fund	c/o Fidelity Management & Research Co. 245 Summer Street Boston, MA 02110
Oaktree Principal Fund V, L.P. Oaktree Principal Fund V (Parallel), L.P. Oaktree FF Investment Fund L.P.	c/o Oaktree Capital Management 333 S. Grand Ave, 28th Floor Los Angeles, CA 90071
Visium Credit Master Fund, Ltd. Visium Balanced Master Fund, Ltd	c/o Visium Asset Management, 888 Seventh Avenue, 22nd Floor, New York, New York 10019
[TO BE UPDATED]	

Schedule 2

Schedule of Backstop Parties

Brevan Howard Credit Catalyst Master Fund Limited
DG Value Partners, L.P. DG Value Partners II Master Fund L.P. Special Situations LLC Special Situations X LLC
Fidelity Strategic Income Fund Mother
Fidelity Funds SICAV/Fidelity Funds – US High Yield
Master Trust Bank of Japan Ltd. Re: Fidelity US High Yield
Fidelity IT High Yield Open Mother
Fidelity Advisor Series I: Fidelity Advisor High Income Advantage Fund
Fidelity Puritan Trust: Fidelity Puritan Fund
Fidelity Summer Street Trust: Fidelity Global High Income Fund
Fidelity Summer Street Trust: Fidelity Capital & Income Fund

Fidelity Advisor Series II: Fidelity Advisor Strategic Income Fund
Fidelity School Street Trust: Fidelity Strategic Income Fund
Variable Insurance Products Fund V: Strategic Income Portfolio
Fidelity American High Yield Fund
Fidelity Canadian Balanced Fund
Fidelity Canadian Asset Allocation Fund
Oaktree Principal Fund V, L.P. Oaktree Principal Fund V (Parallel), L.P. Oaktree FF Investment Fund L.P.
Visium Credit Master Fund, Ltd. Visium Balanced Master Fund, Ltd.

EXHIBIT J

Subscription Form

SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT (this "Agreement") is entered into as of the date set forth on the signature page below, by and between WP Rocket Holdings Inc., a Delaware corporation (the "Company"), and the undersigned subscriber (the "Subscriber").

WHEREAS, the Company and its affiliates filed a Chapter 11 plan of reorganization with the United States Bankruptcy Court for the District of Delaware on October 31, 2013 (as may be amended from time to time, the "Plan"). Capitalized terms used but not defined herein shall have the meanings set forth in the Plan.

WHEREAS, pursuant to the Plan, the Company shall offer and sell (the "Rights Offering") to the holders of Noteholder Claims as of the Rights Offering Record Date 135,000,000 shares (the "New Preferred Stock") of its 15% Senior Redeemable Preferred Stock (the "15% Preferred Stock"), which New Preferred Stock shall have a liquidation preference of $1.00 per share and accrue dividends at a rate of fifteen percent (15%) on the liquidation preference, payable in kind and shares of the common stock (which shall comprise 70% of the fully diluted common stock of the Company), par value $0.01, of the Company (the "New Common Stock," and together with the New Preferred Stock, the "Rights Offering Stock").

WHEREAS, pursuant to the Rights Offering, the Subscriber desires to subscribe for and purchase from the Company, and the Company desires to sell to the Subscriber, the Rights Offering Stock in the amount set forth in Item 3 of the Subscription Form accompanying this Agreement and incorporated by reference herein (the "Subscription Form").

WHEREAS, the Rights Offering Backstop Commitment Agreement provides for, among other things, the commitment of certain Consenting Noteholders to purchase the Rights Offering Stock that is not subscribed for pursuant to the Rights Offering prior to the expiration of the Subscription Deadline.

NOW, THEREFORE, in consideration of the promises, agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally and irrevocably bound, agree as follows:

A. Agreement of the Subscriber.

(1) The Subscriber hereby subscribes for and agrees to purchase from the Company the amount of New Preferred Stock as set forth in Item 3.A or 3.B of the Subscription Form, as applicable. The Company agrees to issue and sell to the Subscriber, at the Effective Date, the amount of New Preferred Stock as set forth in Item 3.A or 3.B of the Subscription Form, as applicable, and the amount of Pro Rata Common Stock Share as set forth in Item 3.C of the Subscription Form. As used in this Agreement, "Pro Rata Common Stock Share" means with respect to each share of New Preferred Stock, that number of shares of New Common Stock calculated by multiplying (i) the total number of shares of New Common Stock issued in the Rights Offering (which, for the sake of clarification, includes such amounts subscribed for and issued pursuant to the Rights Offering Backstop Agreement) by (ii) a fraction, the numerator of which is one share of New Preferred Stock, and the denominator of which is the total number of shares of New Preferred Stock issued in the Rights Offering (which, for the sake of clarification, includes such amounts subscribed for and issued pursuant to the Rights Offering Backstop Agreement).

The purchase price to be paid by the Subscriber for the New Preferred Stock shall be $1.00 per share of New Preferred Stock, for an aggregate purchase price as set forth in Item 3 of the Subscription

Form (the "Purchase Price"). For Subscriber's purchase of New Preferred Stock for the Purchase Price, the Subscriber is also entitled to the issuance by the Company of its Pro Rata Common Stock Share as set forth in Item 3.C of the Subscription Form.

(2) The Subscriber acknowledges that the offering and sale of the Rights Offering Stock is intended to be exempt from registration under Section 1145(a)(1) of the Bankruptcy Code, which exempts the offer and sale of securities under a plan of reorganization from registration under section 5 of the Securities Act, and state securities laws if three principal requirements are satisfied: (i) the securities must be offered and sold under a plan of reorganization and must be securities of the debtor, of an affiliate participating in a joint plan with the debtor, or of a successor to the debtor under the plan; (ii) the recipients of the securities must hold prepetition or administrative expense claims against the debtor or interests in the debtor; and (iii) the securities must be issued entirely in exchange for the recipient's claim against or interest in the debtor, or principally in exchange for such claim or interest and partly for cash or property. The Company believes that the offer and sale of New Common Stock and New Preferred Stock satisfy the requirements of section 1145(a)(1) of the Bankruptcy Code and are, therefore, exempt from registration under the Securities Act and state securities laws.

However, to the extent the New Common Stock or New Preferred Stock are not exempt pursuant to section 1145 of the Bankruptcy Code, such New Common Stock or New Preferred Stock, as applicable, will be issued in reliance upon and will be exempt from the registration requirements of the Securities Act of 1933, as amended (the "Act"), by virtue of Section 4(2) of the Act and/or the provisions of Regulation D promulgated by the Securities and Exchange Commission thereunder. The Subscriber acknowledges that the Company is not under any obligation to register the Rights Offering Stock issued to the Subscriber or to assist the Subscriber in complying with any exemption from the registration requirements of the Act in connection with any transfer of the Rights Offering Stock. The Rights Offering Stock cannot be offered for sale or sold by the Subscriber or by anyone acting for the Subscriber's account or on the Subscriber's behalf without the registration of the Rights Offering Stock under the Act or pursuant to an available exemption therefrom. The Subscriber understands that there is no public market for the Rights Offering Stock.

(3) The Subscriber recognizes that an investment in the Company involves certain risks, and acknowledges and agrees that it has taken full cognizance of, and understands all of, the risks associated with the purchase of the Rights Offering Stock. The Subscriber has consulted with its professional, tax and legal advisors with respect to the federal, state, local and foreign income tax consequences of its acquisition of the Rights Offering Stock.

(5) The Subscriber acknowledges and agrees that, except as expressly set forth herein, neither the Company nor any other party makes any representations and warranties, including, without limitation, with respect to the Rights Offering Stock.

B. Closing; Payment of Purchase Price.

On or prior to the Subscription Payment Date, the Subscriber must cause delivery of payment of the Purchase Price for the Rights Offering Stock to be purchased by such Subscriber by wire transfer of immediately available funds to an account designated by the Company. All payments for the exercise of Subscription Rights received shall be held in trust in a separate account free and clear of all liens, claims and encumbrances until the Effective Date. In the event the conditions to the Effective Date are not met or waived (and to the extent not waived, cured within ten (10) Business Days), such payments shall be promptly returned, without accrual or payment of any interest thereon, to the Subscriber, without reduction, offset or counter-claim. The closing of the purchase and sale of the Rights Offering Stock pursuant to this Agreement (the "Closing") shall occur at 5:00 p.m. prevailing Eastern Time, or at such

other time as the parties may agree, on the Effective Date at the offices of Latham & Watkins LLP, 355 South Grand Avenue, Los Angeles, CA 90071-1560. Subject to the terms and conditions set forth herein, at the Closing, the Company shall issue to the Subscriber a stock certificate representing the number of shares of the Rights Offering Stock being purchased by the Subscriber pursuant to this Agreement, and bearing the legends set forth in Section E(1) herein.

C. Representations and Warranties of the Subscriber. The Subscriber hereby represents and warrants that:

(1) The Subscriber has been duly organized or formed under the laws of its jurisdiction of organization or formation, is validly existing and in good standing under the laws of its jurisdiction of organization or formation and has the requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by the Subscriber, and this Agreement is a legal, valid and binding obligation of such Subscriber, enforceable against the Subscriber in accordance with its respective terms.

(2) The execution and delivery of this Agreement by the Subscriber, the performance by the Subscriber of its obligations hereunder and the consummation by the Subscriber of the transactions contemplated hereby do not (a) materially violate or materially conflict with any law or governmental order applicable to such Subscriber or any of the Subscriber's assets or properties, (b) violate or conflict with the certificate of incorporation, articles of incorporation, bylaws or other governance documents of the Subscriber, or (c) violate or conflict with in any material respect, result in any material breach of, or constitute a material default (or event that with or without the giving of notice, the lapse of time, or both, would constitute a material breach or default) under, any agreement to which the Subscriber is a party or by which any of its assets or properties is bound.

(3) The Subscriber is, as of the date hereof and will be as of the Effective Date, an "accredited investor" within the meaning of Rule 501(a) under the Act or a non-United States entity with total assets in excess of $5,000,000 not formed for the specific purpose of acquiring the Rights Offering Stock.

(4) The Subscriber has such knowledge and experience in financial and business matters that it is capable of utilizing the information made available to the Subscriber to evaluate the merits and risks of an investment in the Company and to make an informed investment decision with respect thereto. The Subscriber is aware that its purchase of the Rights Offering Stock is highly speculative and represents that it is able, without impairing its financial condition, to hold the Rights Offering Stock for an indefinite period of time and to suffer a complete loss of its investment.

(5) The Rights Offering Stock is being purchased by the Subscriber for its own account, for investment purposes only and not with a view towards the resale or further distribution of the Rights Offering Stock.

(6) No consent, approval, order or authorization of, or registration, declaration or filing with, any court, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign (each a "Governmental Entity"), with respect to the Subscriber is required in connection with the execution, delivery or performance by the Subscriber of this Agreement or the consummation by the Subscriber of the transactions contemplated by this Agreement.

(7) There are no suits, actions, claims, proceedings or investigations pending or, to the knowledge of the Subscriber, threatened against, relating to or involving the Subscriber before any

Governmental Entity, and the Subscriber is not subject to any judgment, decree, injunction, rule or order of any court or other Governmental Entity, in each case that would prohibit the Subscriber from consummating the transactions contemplated herein.

D. Representations and Warranties of the Company. The Company hereby represents and warrants that as of the date hereof:

(1) The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware.

(2) Subject to the entry of the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the 14-day period set forth in Bankruptcy Rules 6004(h) and 3020(e), as applicable, the execution and delivery of this Agreement by the Company, the performance by the Company of its obligations hereunder and the consummation by the Company of the transactions contemplated hereby do not (a) conflict with, or result in a violation or breach of, any of the terms of the Company's certificate of incorporation or bylaws, (b) violate or conflict with any law or governmental order applicable to the Company or any of the Company's assets or properties or (c) violate or conflict with, result in any breach of, or constitute a default (or event that with or without the giving of notice, the lapse of time, or both, would constitute a breach or default) under, any agreement to which the Company is a party or by which any of its assets or properties is bound, except in any such case described in clauses (b) or (c) above as would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Company.

(3) Upon entry by the Bankruptcy Court of the Confirmation Order, the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action on the part of the Company. The Rights Offering and issuance of the Rights Offering Stock on the Effective Date will have been duly and validly authorized by all necessary corporate action of the Company. Upon entry by the Bankruptcy Court of the Confirmation Order, this Agreement has been duly executed and delivered by the Company and, upon entry by the Bankruptcy Court of the Confirmation Order, is the legally valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

(4) At the Effective Date, the Company shall have authorized for issuance 1,200,000,000 shares of common stock and 500,000,000 shares of 15% Preferred Stock. At the Effective Date, after giving effect to the distributions under the Plan, the purchase of Rights Offering Stock pursuant to the Rights Offering and the purchase and issuance of Rights Offering Stock under the Commitment Agreement, there will be issued and outstanding 192,857,143 shares of common stock (subject to adjustments for rounding purposes), 136,450,000 shares of 15% Preferred Stock, and options to purchase 21,428,571 shares of common stock and 15,161,111 shares of 15% Preferred Stock issued under the Company's equity incentive plan. Except as set forth in the preceding sentence, at the Effective Date (A) there will not be issued or outstanding any shares of capital stock of the Company, or any options, right, warrants, convertible or exchangeable securities or other instruments obligating the Company to issue, or the Company to cause to be issued, any shares of capital stock of the Company and (B) there will not be any contracts, agreements or other arrangements obligating the Company to issue, or the Company to cause to be issued, or entitling any person to purchase, any shares of capital stock of the Company.

E. Miscellaneous.

(1) Each certificate representing shares of the Rights Offering Stock shall bear the following legends:

> "THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR UNDER ANY STATE SECURITIES LAWS, AND MAY NOT BE SOLD, TRANSFERRED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER SAID ACT OR SUCH LAWS AND THE RULES AND REGULATIONS THEREUNDER."

(2) This Agreement shall be binding upon, and inure solely to the benefit of, the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

(3) This Agreement shall not be assignable or otherwise transferable by (i) the Company without the Subscriber's written consent or (ii) the Subscriber without the Company's prior written consent; *provided, however*, that the Subscriber may designate that some or all of its Rights Offering Stock be issued in the name of and delivered to one or more of its affiliates or another holder of Noteholder Claims, or, with the consent of the Required Backstop Parties, to a third party.

(4) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed in and to be performed in that state. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined in the United States Bankruptcy Court for the District of Delaware, and the parties hereto hereby irrevocably submit to the exclusive jurisdiction of such court in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding.

(5) No amendment to this Agreement shall be effective with respect to the Company or the Subscriber unless it shall be in writing and signed by each of the Company and the Subscriber.

(6) This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Signatures on the following page]

IN WITNESS WHEREOF, the undersigned have agreed to be bound by the foregoing as of the date first written above.

COMPANY:

WP Rocket Holdings Inc.

By: _____
Name:
Title:

SUBSCRIBER:

_____

By:_____
Name:
Title:

Date: _____

MASTER SUBSCRIPTION FORM

MASTER SUBSCRIPTION FORM IN CONNECTION WITH THE FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR RURAL/METRO CORPORATION AND ITS AFFILIATED DEBTORS

For use by brokers, banks, commercial banks, transfer agents, trust companies, dealers, or other agents or nominees for beneficial holders of Rural/Metro Corporation's 10.125% Senior Notes due 2019 CUSIP Nos. 781748AG3, 781749AA4, U7501CAA7, and U74993AC7 (the "Notes").

YOUR MASTER SUBSCRIPTION FORM, COPIES OF THE BENEFICIAL SUBSCRIPTION FORMS (WITH ACCOMPANYING TAX FORMS) AND SUBSCRIPTION AGREEMENTS AND PAYMENTS OF THE SUBSCRIPTION PAYMENT AMOUNT MUST BE RECEIVED BY THE SUBSCRIPTION AGENT, BY 5:00 P.M. (PREVAILING EASTERN TIME) ON DECEMBER 9, 2013, (THE "SUBSCRIPTION DEADLINE") OR THE SUBSCRIPTIONS REPRESENTED BY YOUR MASTER SUBSCRIPTION FORM WILL NOT BE COUNTED AND WILL BE DEEMED FOREVER RELINQUISHED AND WAIVED.

Each share of Rights Offering Stock is being distributed and issued by the Debtors without registration under the Securities Act, in reliance upon the exemption provided in section 1145 of the Bankruptcy Code and/or section 4(2) of the Securities Act of 1933, as amended (the "Securities Act"), as applicable.

None of the Subscription Rights (as defined in the Plan) distributed in connection with these Rights Offering procedures have been or will be registered under the Securities Act, nor any State or local law requiring registration for offer or sale of a security, and no Subscription Rights may be sold or independently transferred.

None of the shares of Rights Offering Stock have been or will be registered under the Securities Act, nor any State or local law requiring registration for offer or sale of a security.

The Rights Offering is being conducted in good faith and in compliance with the Bankruptcy Code. In accordance with section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participates, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the plan, of the debtor, of an affiliate participating in a joint plan with the debtor, or of a newly organized successor to the debtor under the plan, is not liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale, or purchase of securities.

Terms used and not defined herein shall have the meanings assigned to them in the Plan (as defined below).

To Nominees, Banks or Brokers:

On October 31, 2013, Rural/Metro Corporation, a Delaware corporation ("**Rural/Metro**"), and its affiliated debtors (collectively, the "**Debtors**") filed the First Amended Plan of Reorganization under chapter 11 of title 11 of the Bankruptcy Code (as may be amended from time to time, the "**Plan**") and the Disclosure Statement with respect to the Plan (as may be amended from time to time, the "**Disclosure Statement**"). Pursuant to the Plan, each holder of a Noteholder Claim as of the Rights Offering Record Date, November 5, 2013, (each an "**Eligible Subscriber**"), has the right to participate in the $135,000,000 rights offering (the "**Rights Offering**") of shares of 15% redeemable preferred stock of WP Rocket Holdings Inc. ("**Holdings**" or on and after the Effective Date, "**Reorganized RMC**"), with a liquidation preference of $1.00 per share (the "**New Preferred Stock**") and shares of the common stock of Holdings (which shall comprise 70% of the fully diluted common stock of Holdings), par value $0.01 (the "**New Common Stock**," and together with the New Preferred Stock, the "**Rights Offering Stock**").

Pursuant to the Plan, each Eligible Subscriber will receive Subscription Rights to subscribe for its Pro Rata Share of the Rights Offering Stock for an aggregate purchase price equal to the applicable Subscription Payment Amount. See Article VII of the Plan and Section 6.8 of the Disclosure Statement for a complete description of the Rights Offering and transfer restrictions.

You have received this master subscription form (the "**Master Subscription Form**") because you are a broker, bank, commercial bank, transfer agent, trust company, dealer or other agent or nominee (each of the foregoing, a "**Nominee**") for an Eligible Subscriber. This Master Subscription Form is to be used by you, as a Nominee, for summarizing the Subscription Rights exercised by each Eligible Subscriber. Eligible Subscribers exercising Subscription Rights through a Nominee must submit an individual subscription form (each, a "**Beneficial Subscription Form**") committing to purchase Rights Offering Stock (in the amount identified therein) to the appropriate Nominee so that the Nominee may process such elections of Subscription Rights on this Master Subscription Form and return this Master Subscription Form so that it is received by Donlin, Recano & Company, Inc. (the "**Subscription Agent**") on or before **5:00 p.m. (prevailing Eastern Time) on December 9, 2013**. Before you transmit the elections of Subscriptions Rights by Eligible Subscribers, please review the Plan, Disclosure Statement and the instructions contained herein carefully.

Please utilize this Master Subscription Form to execute the Eligible Subscriber's Subscription Rights. You are required to deliver a Beneficial Subscription Form (with an accompanying W-8 or W-9, as applicable (the "**Tax Form**" or "**Tax Forms**")) and Subscription Agreement to each Eligible Subscriber holding a Noteholder Claim for whom you act as Nominee, and to take any action required to enable the Eligible Subscriber to timely elect to participate in the Rights Offering. To elect to participate in the Rights Offering on behalf of Eligible Subscribers, you must complete and deliver this Master Subscription Form and a COPY of the Beneficial Subscription Form (with accompanying Tax Form) and the Subscription Agreement executed by each Eligible Subscriber listed under Item 2 below, together with remittance of full payment for the Subscription Rights exercised by the Eligible Subscribers, to the Subscription Agent on or before the Subscription Deadline.

Before you transmit such elections, please carefully review the Disclosure Statement, the Plan and the instructions contained herein. You may obtain copies of the Disclosure Statement and the Plan by contacting the Subscription Agent, Donlin, Recano & Company, Inc., at the below address or through the Subscription Agent's website at http://www.donlinrecano.com/rmc:

Donlin, Recano & Company, Inc.
Attn: Rural/Metro Subscription Agent
419 Park Ave South, Suite 1206
New York, NY 10016
(212) 771-1128
E-mail: RMCRightsOffering@donlinrecano.com
Website: http://www.donlinrecano.com/rmc

THIS MASTER SUBSCRIPTION FORM RELATES ONLY TO YOUR CUSTOMERS' RIGHT TO ELECT TO PARTICIPATE IN THE RIGHTS OFFERING ON ACCOUNT OF THE NOTES YOU HOLD FOR THEIR ACCOUNTS.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON AN AGENT OF ANY OF THE DEBTORS OR THE SUBSCRIPTION AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THEM WITH RESPECT TO THE PLAN.

IMPORTANT

PLEASE READ AND FOLLOW THE ATTACHED INSTRUCTIONS CAREFULLY. COMPLETE, SIGN, DATE AND DELIVER THIS MASTER SUBSCRIPTION FORM, ALONG WITH PHOTOCOPIES OF ALL COMPLETED BENEFICIAL HOLDER BENEFICIAL SUBSCRIPTION FORMS (WITH ACCOMPANYING TAX FORMS) AND SUBSCRIPTION AGREEMENTS TO THE SUBSCRIPTION AGENT AT THE ADDRESS LISTED ABOVE OR E-MAIL SCANNED COPIES OF ALL FORMS TO RMCRightsOffering@Donlinrecano.com ON OR BEFORE THE SUBSCRIPTION DEADLINE. PLEASE DO NOT FAX THIS MASTER SUBSCRIPTION FORM.

ADDITIONAL INSTRUCTIONS IF YOU ARE RETURNING FORMS VIA E-MAIL
PROPERLY EXECUTED MASTER SUBSCRIPTION FORMS ALONG WITH RESPECTIVE BENEFICIAL SUBSCRIPTION FORMS (WITH ACCOMPANYING TAX FORMS) AND SUBSCRIPTION AGREEMENTS CAN BE E-MAILED TO THE SUBSCRIPTION AGENT AT RMCRightsOffering@donlinrecano.com BY THE SUBSCRIPTION DEADLINE PROVIDED THAT THE ORIGINAL MASTER SUBSCRIPTION FORM(S) WITH ORIGINAL MEDALLION STAMP AND SIGNATURE IS SENT TO THE SUBSCRIPTION AGENT PROMPTLY THEREAFTER.

DELIVERY OF THIS MASTER SUBSCRIPTION FORM OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY. IF THIS MASTER SUBSCRIPTION FORM IS NOT COMPLETED, SIGNED, AND RECEIVED ON OR BEFORE THE SUBSCRIPTION DEADLINE, THE ELECTIONS TRANSMITTED BY THIS MASTER SUBSCRIPTION FORM WILL NOT BE COUNTED.

The original Beneficial Subscription Forms and Subscription Agreements returned to Nominees shall be retained by Nominees for inspection for at least ONE YEAR from the Subscription Deadline.

Before electing to participate in the Rights Offering, you should instruct the beneficial owners of Notes for whom you act as Nominee to review the Disclosure Statement (including the risk factors described in the section entitled "Additional Factors to be Considered Prior to Voting"), the Plan and the instructions contained herein.

You or the beneficial owners of the Notes for whom you are the Nominee may wish to seek legal advice concerning the Rights Offering.

Please refer to Section 6.8 of the Disclosure Statement and Article VII of the Plan for information regarding the issuance of the Rights Offering Stock pursuant to the Plan, including applicable transfer restrictions.

Item 1. Certification Of Authority To Elect. The undersigned certifies that the undersigned (please check applicable box):

☐ Is a bank, broker, or other Nominee for the Eligible Subscribers of the aggregate amount of the Notes listed in Item 2 below, and as of November 5, 2013 (the "**Rights Offering Record Date**"), was the registered or record holder of the Notes, or

☐ Is acting under a power of attorney and agency (a copy of which will be provided upon request) granted by a bank, broker, or other Nominee that was the registered or record holder of the aggregate amount of the Notes listed in Item 2 below as of the Rights Offering Record Date, or

☐ Has been granted a proxy (an original of which is annexed hereto) from a bank, broker, or other Nominee, or an Eligible Subscriber, that was the registered or record holder of the aggregate amount of the Notes listed in Item 2 below as of the Rights Offering Record Date, and accordingly, has full power to participate in the Rights Offering on behalf of the Eligible Subscribers holding the Noteholder Claims described in Item 2.

Item 2. Participation in the Rights Offering:

Eligible Subscribers for whom you act as Nominee are eligible to elect to participate in the Rights Offering if:

(i) the undersigned as Nominee for the Eligible Subscribers, as indicated in the table below, has received a Beneficial Subscription Form (with accompanying Tax Form) and Subscription Agreement from the Eligible Subscriber (a copy of each form should accompany this Master Subscription Form), and

(ii) the undersigned as Nominee for the Eligible Subscribers, as indicated in the table below, agrees to send a wire transfer so that it is received by the Subscription Agent prior to the Subscription Deadline pursuant to the instructions set forth herein, and that the undersigned will be liable to the Debtors to the extent of any nonpayment.

The undersigned certifies that as of the Rights Offering Record Date (or as of the date hereof if a Noteholder Claim was transferred in accordance with Section 7.2(d) of the Plan), the following beneficial owners of the Notes, as identified by name and their respective customer account numbers, were beneficial owners of the Notes in the following principal amount(s) (upon stated maturity) that wish to make the following elections with regard to the Rights Offering. For purposes of this Master Subscription Form, do not adjust the principal amount of Notes for any accrued or unmatured interest or any accretion factor.

Notes CUSIP 781749AA4/U7501CAA7

A	B	C	D	E	F
Customer Name for Beneficial Owner and Account Number	**Principal Amount Held as of the Rights Offering Record Date**	**Pro Rata Share of New Preferred Stock (Column "B" x (1.05623928)[1] x (0.43238964)[2])**	**Amount of Shares of New Preferred Stock Beneficial Owner Elects to Purchase**	**New Common Stock to be Issued in Relation to New Preferred Stock Purchased (Column "D" x 1.00)[3]**	**Total Subscription Payment Amount (Column "D" x Purchase Price per Share of New Preferred Stock of $1.00)**
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
TOTALS					

The amount of New Preferred Stock derived from the calculations above in Column "C" shall be rounded up, if fraction of one-half or greater, or rounded down, if fraction of less than one-half, to the nearest whole number. No fractional shares of New Preferred Stock shall be distributed.

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1 The multiplier for Amount of Noteholder Claim for CUSIP 781749AA4/U7501CAA7 is calculated as the face value of the notes ($200,000,000) plus accrued interest ($11,247,855), in total divided by the face value of the notes ($200,000,000).

2 The pro rata percentage of note holdings is calculated as the individual's Noteholder Claim times 1/312,218,394 (211,247,855 + 100,970,539 (Plan Section 5.4)), and that percentage is then multiplied by 135,000,000 (total New Preferred Stock amount). 135,000,000/312,218,394 = .43238964.

3 Each Eligible Subscriber is entitled to the issuance of New Common Stock in relation to its purchase of New Preferred Stock as set forth in Column "E" above, calculated using the factor as set forth above. The amount of New Common Stock issued is the Eligible Subscribers' Pro Rata Common Stock Share.

Notes CUSIP 781748AG3/U74993AC7

A	B	C	D	E	F
Customer Name for Beneficial Owner and Account Number	**Principal Amount Held as of the Rights Offering Record Date**	**Pro Rata Share of New Preferred Stock (Column "B" x (0.93491240) [4] x (0.43238964)[5])**	**Amount of Shares of New Preferred Stock Beneficial Owner Elects to Purchase**	**New Common Stock to be Issued in Relation to New Preferred Stock Purchased (Column "D" x 1.00)**	**Total Subscription Payment Amount (Column "D" x Purchase Price per Share of New Preferred Stock of $1.00)**
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
TOTALS					

The amount of New Preferred Stock derived from the calculations above in Column "C" shall be rounded up, if fraction of one-half or greater, or rounded down, if fraction of less than one-half, to the nearest whole number. No fractional shares of New Preferred Stock shall be distributed.

IF YOU ARE ACTING AS A NOMINEE FOR MORE THAN TEN BENEFICIAL OWNERS OF NOTES, PLEASE ATTACH ADDITIONAL SHEETS, AS NECESSARY.

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[4] The multiplier for Amount of Noteholder Claim for CUSIP 781748AG3/U74993AC7 is calculated as the face value of the notes excluding the original issue discount ($94,896,697) plus accrued interest ($6,073,842), in total divided by the face value of the notes ($108,000,000).

[5] The pro rata percentage of note holdings is calculated as the individual's Noteholder Claim times 1/312,218,394 (211,247,855 + 100,970,539 (Plan Section 5.4)), and that percentage is then multiplied by 135,000,000 (total New Preferred Stock amount). 135,000,000/312,218,394 = .43238964.

Item 3. Certification. By signing this Master Subscription Form, the undersigned certifies that (i) each beneficial owner of Notes listed in Item 2, above, has been provided with a Beneficial Subscription Form (with accompanying Tax Form), Subscription Agreement and a copy of the Disclosure Statement and the Plan and (ii) it understands that the right to elections for the Rights Offering is subject to all the terms and conditions set forth in this Master Subscription Form, the Disclosure Statement and the Plan.

Name of Broker, Bank or other Nominee:

_____
(Print or Type)

Participant Number: _____

Name of Proxy Holder or Agent for Broker,
Bank or Other Nominee (if applicable):

_____
(Print or Type)

Social Security or Federal Tax I.D. No.: _____
(If Applicable)

Signature: _____

Print Name: _____

Title: _____
(If Appropriate)

Facsimile Number: _____

Email Address: _____

Street
Address: _____

City, State, Zip Code: _____

Telephone Number: ( ) _____

Date Completed: _____

THIS MASTER SUBSCRIPTION FORM, THE COPIES OF THE BENEFICIAL SUBSCRIPTION FORMS (WITH ACCOMPANYING TAX FORMS) AND SUBSCRIPTION AGREEMENTS AND PAYMENTS OF THE SUBSCRIPTION PAYMENT AMOUNT MUST BE RECEIVED BY THE SUBSCRIPTION AGENT AT THE ADDRESS LISTED BELOW OR E-MAIL SCANNED COPIES OF ALL FORMS TO RMCRightsOffering@donlinrecano.com ON OR BEFORE THE SUBSCRIPTION DEADLINE, OR THE SUBSCRIPTION RIGHTS WILL NOT BE EXERCISED HEREBY.

Donlin, Recano & Company, Inc.
Attn: Rural/Metro Subscription Agent
419 Park Ave South, Suite 1206
New York, NY 10016
(212) 771-1128
E-mail: RMCRightsOffering@donlinrecano.com

NOTE REGARDING PAYMENT

Payment for the Rights Offering Stock is due by wire transfer ONLY prior to the Subscription Deadline. An Eligible Subscriber shall be deemed to have relinquished and waived all rights to participate in the Rights Offering if the Subscription Agent for any reason does not receive from such Eligible Subscriber's Nominee, on or before the Subscription Deadline, (i) a copy of a duly completed Beneficial Subscription Form (with accompanying Tax Form) and Subscription Agreement and (ii) payment of the Subscription Payment Amount on behalf of such Eligible Subscriber.

Account Name:	**Donlin, Recano & Company, Inc.**
Account No.:	**7763056007**
ABA/Routing No.:	**026013673**
Bank Name:	**TD BANK**
Bank Address:	**317 Madison Avenue, New York, NY 10017**
Ref:	**Rural Metro Rights Offering**

INSTRUCTIONS FOR COMPLETING THE MASTER SUBSCRIPTION FORM

SUBSCRIPTION DEADLINE & SUBSCRIPTION AGENT:

The subscription deadline for the exercise of Subscription Rights is 5:00 p.m. (prevailing Eastern Time) on December 9, 2013 (the "Subscription Deadline"). To elect to participate in the Rights Offering, you must complete, sign, and return the Master Subscription Form so that it is received by the Subscription Agent along with copies of the Beneficial Subscription Form(s) (with accompanying Tax Form(s)) and Subscription Agreement(s) at the below address or e-mail scanned copies of all forms to RMCRightsOffering@donlinrecano.com on or before the Subscription Deadline:

Donlin, Recano & Company, Inc.
Attn: Rural/Metro Subscription Agent
419 Park Ave South, Suite 1206
New York, NY 10016
(212) 771-1128
E-mail: RMCRightsOffering@donlinrecano.com

In order to effect a subscription on behalf of any beneficial owner of Notes, you must take the following steps:

a. Review and complete the certification in Item 1;

b. In Item 2 of the accompanying Master Subscription Form, indicate the principal amount of Notes held by beneficial owners of the Notes held by you as a Nominee or in a fiduciary capacity and the number shares of

Rights Offering Stock to be purchased by such beneficial owners pursuant to the Rights Offering, as transmitted to you by such beneficial owners. Please include information on the customer's name, principal amount held, the number of shares of New Preferred Stock and New Common Stock for which the account is eligible to subscribe to and the number of shares of New Preferred Stock and New Common Stock the account elects to purchase;

c. If additional space is required to respond to Item 2 on the Master Subscription Form, please provide the requested information on additional pages;

d. Review the certification in Item 3 of the Master Subscription Form;

e. In Item 3, sign and date the Master Subscription Form, and provide the information requested;

f. Deliver the completed, executed Master Subscription Form, along with photocopies of all completed beneficial holder Beneficial Subscription Forms (with accompanying Tax Forms) and Subscription Agreements, so as to be *received* by the Subscription Agent before the Subscription Deadline; and

g. Deliver the Subscription Payment Amount to be paid by each beneficial owner of the Notes, as indicated on Item 2 of the Master Subscription Form, so as to be *received* by the Subscription Agent on or before the Subscription Deadline. If, for any reason, the Subscription Agent does not receive both a copy of duly-completed Beneficial Subscription Form (with accompanying Tax Form) and Subscription Agreement and payment of the Subscription Payment Amount on or before the Subscription Deadline from a Nominee on behalf of an Eligible Subscriber, such Eligible Subscriber shall be deemed to have relinquished and waived its right to participate in the Rights Offering.

ADDITIONAL INSTRUCTIONS IF YOU ARE RETURNING FORMS VIA E-MAIL:

Properly executed Master Subscription Forms along with respective Beneficial Subscription Forms (with accompanying Tax Forms) and Subscription Agreements can be e-mailed to the Subscription Agent at RMCRightsOffering@donlinrecano.com by the Subscription Deadline, provided that the original Master Subscription Form(s) with original medallion stamp and signature is sent to the Subscription Agent promptly thereafter.

The original Beneficial Subscription Forms and Subscription Agreements returned to Nominees shall be retained by Nominees for inspection for at least one year from the Subscription Deadline.

PLEASE NOTE:

No Beneficial Subscription Form or Master Subscription Form shall constitute or be deemed to be a proof of Claim or equity interest or an assertion of a Claim or equity interest.

No fees, commissions, or other remuneration will be payable to any Nominee for soliciting elections to participate in the Rights Offering. The Debtors will, however, upon request, reimburse you for customary mailing and handling expenses incurred by you in forwarding the Beneficial Subscription Form and other enclosed materials to the beneficial owners of the Notes held by you as a Nominee or in a fiduciary capacity.

The Subscription Rights are not transferable or detachable, except for (a) transfers by an Eligible Subscriber to one or more of its affiliates or another Eligible Subscriber, or (b) with the consent of the Required Backstop Parties and the Debtors, to a third party; provided, that for clauses (a) and (b): (i) the Subscription Rights are issued in connection with each holder's Noteholder Claims as of the Rights Offering Record Date; (ii) no transfer, assignment or other disposition of the Subscription Rights may be made except in connection with the transfer, assignment or disposition of the corresponding Notes; and (iii) upon any valid exercise of Subscription Rights and payment of the applicable Subscription Payment Amount by any Rights Offering Purchaser, such Rights Offering Purchaser shall not thereafter transfer, assign or otherwise dispose of any corresponding Notes on or prior to the Effective Date or the right to receive Rights Offering Stock prior to the distribution of such Rights Offering Stock to the applicable Rights Offering Purchaser.

Please refer to Section 6.8 of the Disclosure Statement and Article VII of the Plan for information regarding the issuance of Rights Offering Stock pursuant to the Plan, including applicable transfer restrictions.

IF YOU HAVE ANY QUESTIONS REGARDING THE MASTER SUBSCRIPTION FORM OR THE RIGHTS OFFERING PROCEDURES, OR IF YOU NEED ADDITIONAL COPIES OF THE MASTER SUBSCRIPTION FORM, BENEFICIAL SUBSCRIPTION FORM, ACCOMPANYING TAX FORMS, SUBSCRIPTION AGREEMENT, THE PLAN, DISCLOSURE STATEMENT, OR OTHER RELATED MATERIALS, PLEASE CALL THE SUBSCRIPTION AGENT, DONLIN, RECANO & COMPANY, INC., at 212.771.1128.

BENEFICIAL SUBSCRIPTION FORM

RURAL/METRO CORPORATION

**BENEFICIAL SUBSCRIPTION FORM FOR
RIGHTS OFFERING IN CONNECTION WITH THE
FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION
FOR RURAL/METRO CORPORATION AND ITS AFFILIATED DEBTORS**

**For use by beneficial holders of Rural/Metro Corporation's 10.125% Senior Notes due 2019
CUSIP Nos. 781748AG3, 781749AA4, U7501CAA7, and U74993AC7 (the "Notes").**

YOUR BENEFICIAL SUBSCRIPTION FORM (WITH ACCOMPANYING IRS FORM W-9 or W-8, AS APPLICABLE), SUBSCRIPTION AGREEMENT AND PAYMENTS OF THE SUBSCRIPTION PAYMENT AMOUNT MUST BE RECEIVED BY THE BROKER, BANK, COMMERCIAL BANK, TRANSFER AGENT, TRUST COMPANY, DEALER, OR OTHER AGENT OR NOMINEE (AS APPLICABLE, THE "NOMINEE") IN SUFFICIENT TIME TO ALLOW YOUR NOMINEE TO DELIVER INSTRUCTIONS AND PAYMENT TO THE SUBSCRIPTION AGENT, BY 5:00 P.M. (PREVAILING EASTERN TIME) ON DECEMBER 9, 2013, (THE "SUBSCRIPTION DEADLINE") OR THE SUBSCRIPTIONS REPRESENTED BY YOUR BENEFICIAL SUBSCRIPTION FORM AND SUBSCRIPTION AGREEMENT WILL NOT BE COUNTED AND WILL BE DEEMED FOREVER RELINQUISHED AND WAIVED.

Each share of Rights Offering Stock is being distributed and issued by the Debtors without registration under the Securities Act, in reliance upon the exemption provided in section 1145 of the Bankruptcy Code and/or section 4(2) of the Securities Act of 1933, as amended (the "Securities Act"), as applicable.

None of the Subscription Rights (as defined in the Plan) distributed in connection with these Rights Offering procedures have been or will be registered under the Securities Act, nor any State or local law requiring registration for offer or sale of a security, and no Subscription Rights may be sold or independently transferred.

None of the shares of Rights Offering Stock have been or will be registered under the Securities Act, nor any State or local law requiring registration for offer or sale of a security.

The Rights Offering is being conducted in good faith and in compliance with the Bankruptcy Code. In accordance with section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participates, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the plan, of the debtor, of an affiliate participating in a joint plan with the debtor, or of a newly organized successor to the debtor under the plan, is not liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale, or purchase of securities.

Terms used and not defined herein shall have the meanings assigned to them in the Plan (as defined below).

To Eligible Subscribers:

On October 31, 2013, Rural/Metro Corporation, a Delaware corporation ("Rural/Metro"), and its affiliated debtors (collectively, the "Debtors") filed the First Amended Plan of Reorganization under chapter 11 of title 11 of the Bankruptcy Code (as may be amended from time to time, the "Plan") and the Disclosure Statement with respect to the Plan (as may be amended from time to time, the "Disclosure Statement"). Pursuant to the Plan, each holder of a Noteholder Claim as of the Rights Offering Record Date (each an "Eligible Subscriber"), has the right to participate in the $135,000,000 rights offering (the "Rights Offering") of shares of 15% redeemable preferred stock of WP Rocket Holdings Inc. ("Holdings" or on and after the Effective Date, "Reorganized RMC"), with a liquidation preference of $1.00 per share (the "New Preferred Stock") and shares of the common stock of Holdings (which shall comprise 70% of the fully diluted common stock of Holdings), par value $0.01 (the "New Common Stock," and together with the New Preferred Stock, the "Rights Offering Stock").

Pursuant to the Plan, each Eligible Subscriber will receive Subscription Rights to subscribe for its Pro Rata Share of the Rights Offering Stock for an aggregate purchase price equal to the applicable Subscription Payment Amount. Each Eligible Subscriber who timely and properly executes and delivers this Subscription Form and causes its applicable Nominee to tender its Subscription Payment Amount, all in accordance with the instructions below, shall be referred to herein as a "Rights Offering Purchaser." The Subscription Rights are *not transferable or detachable*, except for (a) transfers by an Eligible Subscriber to one or more of its affiliates or another Eligible Subscriber, or (b) with the consent of the Required Backstop Parties and the Debtors, to a third party; *provided*, that for clauses (a) and (b): (i) the Subscription Rights are issued in connection with each holder's Noteholder Claims as of the Rights Offering Record Date; (ii) no transfer, assignment or other disposition of the Subscription Rights may be made except in connection with the transfer, assignment or disposition of the corresponding Notes; and (iii) upon any valid exercise of Subscription Rights and payment of the applicable Subscription Payment Amount by any Rights Offering Purchaser, such Rights Offering Purchaser shall not thereafter transfer, assign or otherwise dispose of any corresponding Notes on

or prior to the Effective Date or the right to receive Rights Offering Stock prior to the distribution of such Rights Offering Stock to the applicable Rights Offering Purchaser.

In the event the Debtors and the Required Consenting Noteholders determine that a Stockholders Agreement and/or Registration Rights Agreement will be executed and delivered in connection with the Plan, upon receipt of its portion of the New Common Stock issued pursuant to the Rights Offering, each Rights Offering Purchaser shall be deemed to have executed, as of the Effective Date, the Stockholders Agreement and/or Registration Rights Agreement.

See Article VII of the Plan and Section 6.8 of the Disclosure Statement for a complete description of the Rights Offering and transfer restrictions.

In order to participate in the Rights Offering, you must complete ALL of the steps outlined below. If all of the steps outlined below are not completed by the Subscription Deadline, you shall be deemed to have forever and irrevocably relinquished and waived your right to participate in the Rights Offering. Pursuant to the Commitment Agreement, dated as of October 31, 2013, by and among the Debtors and the investors listed on Schedule 1 thereto (the "Backstop Investors"), the Backstop Investors have agreed to purchase any and all Rights Offering Stock offered in the Rights Offering that is not subscribed for prior to the expiration of the Subscription Deadline.

SUBSCRIPTION INSTRUCTIONS:

To subscribe for Rights Offering Stock pursuant to the Rights Offering, you **MUST** take all of the following steps (ALL steps must be completed in sufficient time to allow your Nominee to deliver your instructions and payment to the Subscription Agent by the Subscription Deadline):

1. **Complete** Item 1, Item 2 and Item 3 of this Subscription Form, indicating the amount of your Pro Rata Share of the Rights Offering Stock for which you wish to subscribe in connection with your exercise of your rights to participate in the Rights Offering. *You may purchase all or less than all of your Pro Rata Share.* (Item 3 Option A or Option B)

2. **Read and Complete** the certification in Item 5 of this Subscription Form. (Be sure to include the name, email address, and telephone number for the person to receive the Notice to Provide Payment in Item 5).

Read and Complete the attached IRS Form W-9, if you are a U.S. holder. If you are a non-U.S. holder, to qualify as exempt from backup withholding, submit an appropriate Form W-8, signed under penalties of perjury attesting to such exempt status. These forms may be obtained from the IRS at its website: www.irs.gov.

3. **Read and Complete** the attached Subscription Agreement.

4. **Return** this Subscription Form with accompanying IRS Form W-9 or W-8, as applicable and the Subscription Agreement to your Nominee.

5. **Direct Your Nominee to Pay the Subscription Payment Amount** to the Subscription Agent by wire transfer of immediately available funds in accordance with Item 4, below, so that it is actually received by the Subscription Agent on or before the Subscription Deadline. Please see additional information regarding payment procedures in Item 4, below.

EXPIRATION DATE:

Subscription Forms (with accompanying IRSForm W-9 or W-8, as applicable) and Subscription Agreements must be received by your Nominee in sufficient time to allow your Nominee to deliver your instructions, forms and payment to the Subscription Agent no later than December 9, 2013 at 5:00 p.m., prevailing Eastern time (the "Subscription Deadline"). Please return your Subscription Form (with accompanying IRS Form W-9 or W-8, as applicable) and Subscription Agreement to your Nominee in sufficient time to allow your Nominee to deliver your instructions and forms to the Subscription Agent on or prior to the Subscription Deadline.

QUESTIONS:

If you have any questions regarding the Subscription Form or the subscription or payment procedures described herein, please contact the Subscription Agent at:

Donlin, Recano & Company, Inc.
Attn: Rural/Metro Subscription Agent
419 Park Ave South, Suite 1206
New York, NY 10016
(212) 771-1128
E-mail: RMCRightsOffering@donlinrecano.com

You must duly complete, execute and return your Subscription Form (with accompanying IRS Form W-9 or W-8, as applicable) in accordance with the instructions herein directly to your Nominee in sufficient time to allow your Nominee to process your instructions and deliver to the Subscription Agent your completed Subscription Form (with accompanying IRS Form W-9 or W-8, as applicable), Subscription Agreement and Subscription Payment Amount on or before the Subscription Deadline.
The Subscription Agent must receive your Subscription Form (with accompanying IRS Form W-9 or W-8, as applicable), Subscription Agreement and Subscription Payment Amount by December 9, 2013 at 5:00 p.m., prevailing Eastern time, or the exercise will be void and your Subscription Rights will terminate and be cancelled.
Please consult the Plan [Docket No. 604], as amended, and accompanying Disclosure Statement [Docket No. 605], as amended, for additional information about the Rights Offering (available free of charge at *http://www.donlinrecano.com/rmc*).

Subscription Rights. Pursuant to the Plan, each Eligible Subscriber (or subsequent holder of a Noteholder Claim that was transferred in accordance with Section 7.2(d) of the Plan, such holder an "Eligible Transferee") is entitled to participate in the Rights Offering for up to such holder's Pro Rata Share of the Rights Offering Stock (the total aggregate principal amount of Rights Offering Stock being equal to 135,000,000 shares of Holdings' New Preferred Stock and 135,000,000 shares of Holdings' New Common Stock for an aggregate purchase price of $135,000,000). To subscribe, fill out Items 1, 2 and 3 below, read Item 4 below, read and complete Item 5 below, and read and complete the attached Subscription Agreement. *All other steps (as outlined above) must also be completed by the Subscription Deadline, including payment of the Subscription Payment Amount identified in Item 3.*

Item 1. Total Noteholder Claim. I certify that I am an Eligible Subscriber (or an Eligible Transferee) or the authorized signatory of an Eligible Subscriber (or an Eligible Transferee) and that I held Noteholder Claims in the following amount as of the Rights Offering Record Date of November 5, 2013 (or as of the date hereof if I am an Eligible Transferee).

1.A. Amount of Notes CUSIP 781749AA4/U7501CAA7

Principal Amount of Notes CUSIP 781749AA4/U7501CAA7:		**Amount of Noteholder Claim** CUSIP 781749AA4/U7501CAA7:
_____	X 1.05623928[1] =	_____

[1] The multiplier for Amount of Noteholder Claim for CUSIP 781749AA4/U7501CAA7 is calculated as the face value of the notes ($200,000,000) plus accrued interest ($11,247,855), in total divided by the face value of the notes ($200,000,000).

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RURAL/METRO CORPORATION

1.B. Amount of Notes CUSIP 781748AG3/U74993AC7

Principal Amount of Notes CUSIP 781748AG3/U74993AC7:		**Amount of Noteholder Claim** CUSIP 781748AG3/U74993AC7:
_____	X 0.93491240[2] =	_____

1.C. Total Noteholder Claim

Amount of Noteholder Claim from Item 1.A.:	**Amount of Noteholder Claim** from Item 1.B.:	**"Total Noteholder Claim":**
_____	+ _____ =	_____

Item 2. Calculation of Pro Rata Share. To calculate your total Pro Rata Share indicating the number of shares of New Preferred Stock you are entitled to purchase in the Rights Offering, complete the following equation by multiplying your Total Noteholder Claim by the factor included below. The amount of New Common Stock you will receive in the Rights Offering based on your purchase of New Preferred Stock is calculated in Item 3.C below.

Total Noteholder Claim (from Item 1.C.):		**"Pro Rata Share" of New Preferred Stock:**
_____	X 0.43238964[3] =	_____

The maximum amount of New Preferred Stock derived from the calculation above shall be rounded up, if fraction of one-half or greater, or rounded down, if fraction of less than one-half, to the nearest whole number. No fractional shares of New Preferred Stock shall be distributed.

Item 3. Subscription Amount and Individual Subscription Total.

Each Eligible Subscriber (or Eligible Transferee) must elect either Option A to subscribe for its entire Pro Rata Share of New Preferred Stock or Option B to subscribe for less than its Pro Rata Share of New Preferred Stock.

☐ Option A: Entire Pro Rata Share (Complete Item 3.A below)	or	☐ Option B: Less than Pro Rata Share (Complete Item 3.B below)

2 The multiplier for Amount of Noteholder Claim for CUSIP 781748AG3/U74993AC7 is calculated as the face value of the notes excluding the original issue discount ($94,896,697) plus accrued interest ($6,073,842), in total divided by the face value of the notes ($108,000,000).

3 The pro rata percentage of note holdings is calculated as the individual's Noteholder Claim times 1/312,218,394 (211,247,855 + 100,970,539 (Plan Section 5.4)), and that percentage is then multiplied by 135,000,000 (total New Preferred Stock amount). 135,000,000/312,218,394 = .43238964.

3.A. Option A: Entire Pro Rata Share

By checking Option A above and filling in the following blanks, you irrevocably agree to purchase the shares of New Preferred Stock in an amount equal to your Pro Rata Share of the New Preferred Stock determined in Item 2 above, at a purchase price of $1.00 per share of New Preferred Stock for an aggregate "Subscription Payment Amount" as set forth below, on the terms and subject to the conditions set forth in the Plan and as otherwise set forth herein.

Pro Rata Share of the New Preferred Stock (from Item 2)	**Multiplied by the purchase price per share**		**Total "Subscription Payment Amount"**
_____	X	$1.00 =	$_____

3.B. Option B: Less Than Pro Rata Share

By checking Option B above and filling in the following blanks, you irrevocably agree to purchase the shares of New Preferred Stock in the amount set forth below (an amount less than your Pro Rata Share of the New Preferred Stock determined in Item 2 above), at a purchase price of $1.00 per share of New Preferred Stock for an aggregate "Subscription Payment Amount" as set forth below, on the terms and subject to the conditions set forth in the Plan and as otherwise set forth herein.

Amount of the New Preferred Stock You Wish to Subscribe For (which is less than your Pro Rata Share from Item 2)	**Multiplied by the purchase price per share**		**Total "Subscription Payment Amount"**
_____	X	$1.00 =	$_____

Item 3.C. New Common Stock to be Received.

Each Rights Offering Purchaser is entitled to the issuance of New Common Stock in relation to its purchase of New Preferred Stock as set forth in Item 3.A or 3.B above. The amount of New Common Stock issued is the Rights Offering Purchaser's Pro Rata Common Stock Share. As used in this Subscription Form, "Pro Rata Common Stock Share" means with respect to a share of New Preferred Stock, that number of shares of New Common Stock calculated by multiplying (i) the total number of shares of New Common Stock issued in the Rights Offering by (ii) a fraction, the numerator of which is one share of New Preferred Stock, and the denominator of which is the total number of shares of New Preferred Stock issued in the Rights Offering.

To calculate your total Pro Rata Common Stock Share indicating the number of shares of New Common Stock you are entitled to receive in the Rights Offering, complete the following equation by multiplying the amount of New Preferred Stock you have subscribed for (either your Pro Rata Share as set forth in Item 3.A. or less than your Pro Rata Share as set forth in Item 3.B.) by the factor included below:

Amount of New Preferred Stock Subscribed For (from Item 3.A or 3.B):		**Pro Rata Common Stock Share:**
_____	X 1 =	_____

Rounding:

The maximum amount of New Common Stock derived from the calculation above shall be rounded up, if fraction of one-half or greater, or rounded down, if fraction of less than one-half, to the nearest whole number. No fractional shares of New Common Stock shall be distributed. No consideration will be provided in lieu of fractional shares of New Common Stock that are rounded down.

Item 4. Procedure for Payment for Subscription.

You must direct your Nominee to send the Subscription Payment Amount indicated in Item 3.A. or 3.B. above by wire transfer in immediately available funds on your behalf so that it is actually received by the Subscription Agent on or before the Subscription Deadline (December 9, 2013 at 5:00 p.m., prevailing Eastern time).

If, prior to the Subscription Deadline, all of the steps outlined in this Subscription Form are not completed and submitted to your Nominee and your Nominee does not submit the necessary forms and payments to the Subscription Agent, you will be deemed to have forever relinquished and waived your right to participate in the Rights Offering (other than in the case of certain Backstop Investors as set forth in the Commitment Agreement).

The Debtors may give notice of a defect or irregularity to any Nominee and/or Rights Offering Purchaser in connection with any purported subscription by such Rights Offering Purchaser and may permit such defect or irregularity to be cured within such time as it may determine in good faith to be appropriate; provided, however, that neither the Debtors nor the Subscription Agent shall incur any liability for failure to give notification and opportunity to cure.

Item 5. Subscription Certifications. I certify that (i) I am an Eligible Subscriber (or an Eligible Transferee), or the authorized signatory of the Eligible Subscriber (or Eligible Transferee), (ii) I am, or such Eligible Subscriber (or Eligible Transferee) is, entitled to participate in the Rights Offering, (iii) I am, or such Eligible Subscriber (or Eligible Transferee) is, as of the date hereof and will be as of the Effective Date, an "accredited investor" within the meaning of Rule 501(a) under the Securities Act or a non-United States entity with total assets in excess of $5,000,000 not formed for the specific purpose of acquiring the Rights Offering Stock, (iv) I understand that my participation in the Rights Offering is subject to all of the terms and conditions set forth herein and in the Plan, (v) I have reviewed the Disclosure Statement, the Plan and the instructions contained herein and (vi) I understand that the shares issued to me will be subject to the restrictions on transfer under the Subscription Agreement and applicable law.

I represent and warrant that:

(a) I am an Eligible Subscriber (or an Eligible Transferee).

(b) I recognize and understand that the Subscription Rights to participate in the Rights Offering are not detachable from Noteholder Claims, and may only be exercised by an Eligible Subscriber (or an Eligible Transferee).

(c) I will not accept a distribution of Rights Offering Stock offered pursuant to the Rights Offering with respect to a Noteholder Claim if, at the time of distribution, I do not own such Noteholder Claim.

(d) By accepting such a distribution of Rights Offering Stock, I will be deemed to be the owner of such Noteholder Claim.

(e) I recognize and understand that in the event the Debtors and the Required Consenting Noteholders determine that a Stockholders Agreement and/or Registration Rights Agreement will be executed and delivered in connection with the Plan, upon my receipt of New Common Stock issued pursuant to the Rights Offering, I shall be deemed to have executed, as of the Effective Date, the Stockholders Agreement and/or Registration Rights Agreement.

(f) If any portion of my Noteholder Claim was transferred to me after the Rights Offering Record Date, such transfer complied with Section 7.2(d) of the Plan.

(g) After the date hereof, I shall not transfer, assign or otherwise dispose of any portion of my Noteholder Claim on or prior to the Effective Date. If I transfer any portion of my Noteholder Claim after the date hereof, the corresponding rights to participate in the Rights Offering will be cancelled, and neither I nor the transferee of such Noteholder Claim will receive Rights Offering Stock in connection with such transferred Noteholder Claim.

BEFORE ELECTING TO PARTICIPATE IN THE RIGHTS OFFERING, YOU SHOULD REVIEW THE DISCLOSURE STATEMENT (AS AMENDED), THE PLAN (AS AMENDED) AND THE INSTRUCTIONS CONTAINED HEREIN. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE RIGHTS OFFERING.

BENEFICIAL SUBSCRIPTION FORM

RURAL/METRO CORPORATION

I acknowledge that by executing this Subscription Form the undersigned holder will be bound to pay for the Rights Offering Stock that it has subscribed for pursuant to the instructions herein and that the undersigned holder may be liable to the Debtors to the extent of any nonpayment.

Date: _____

Eligible Subscriber's (or Eligible Transferee's) Full Legal Account Name
(holding Allowed Noteholder Claims):

_____

Signature: _____

Name of Signatory: _____

Title: _____

Address: _____

Address: _____

City: _____ State: _____

Postal Code: _____

Country (if other than United States) _____

Taxpayer Identification Number: _____

If Non-U.S. holder, check here and attach applicable IRS Form W-8:
☐ Non-U.S. holder

If U.S. holder, check here and attach applicable IRS Form W-9:
☐ U.S. holder

Nominee: _____

Account Number: _____

Party to receive Notice to Provide Payment from your Nominee[4]:

Contact Name: _____

Contact Telephone Number: _____

Contact Email Address: _____

All requested information must be fully completed. A contact name, telephone number, and email address MUST be included. The individual listed here may be contacted if there are any questions in connection with your subscription form.

PLEASE NOTE: NO SUBSCRIPTION WILL BE VALID UNLESS ALL REQUIRED STEPS ARE TAKEN TO PROCESS YOUR SUBSCRIPTION ON OR BEFORE THE SUBSCRIPTION DEADLINE AND PAYMENT OF YOUR SUBSCRIPTION PAYMENT AMOUNT IS RECEIVED BY THE SUBSCRIPTION AGENT FROM YOUR NOMINEE ON OR BEFORE THE SUBSCRIPTION DEADLINE.

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[4] If necessary, your Nominee will contact the individual indicated in this section to obtain due authorization to submit the Subscription Payment Amount indicated herein to the Subscription Agent.

BENEFICIAL SUBSCRIPTION FORM

RURAL/METRO CORPORATION

Optional Designation Form.

☐ By checking this box, you elect for the Rights Offering Stock you agreed to purchase in accordance with this Subscription Form and the Subscription Agreement be issued to one or more of your affiliates or another Eligible Subscriber, as listed below. *Please only complete this form if your subscribed for Rights Offering Stock should not be issued to the entity listed in Item 5.*

Designated affiliate or other Eligible Subscriber	**Amount of New Preferred Stock**	**Amount of New Common Stock**

EXHIBIT K

Individuals on Board of Directors of Reorganized Debtors

EXHIBIT K

Individuals on Board of Directors of Reorganized RMC

On the Effective Date, the Board of Directors shall consist of the following members:[1]

- Scott A. Bartos;[2]
- Mike Harmon; and
- David Tanner.[3]

---

1 On and after the Effective Date, additional directors may be appointed in accordance with the governing documents of Reorganized RMC and the Stockholders Agreement (which has been filed as Exhibit I [Docket No. 705-9]).

2 The compensation and benefits of Mr. Bartos, as an officer of Reorganized RMC shall be determined by the Board of Directors of Reorganized RMC, but such compensation and benefits are expected to be substantially similar to those received by Mr. Bartos prior to the Effective Date, provided that such compensation and benefits may include the right to participate in the Management Equity Plan (as defined in the Plan). Mr. Bartos' compensation and benefits shall be subject to adjustment by the Board of Directors of Reorganized RMC, subject to the terms of any postpetition employment agreements with such individuals.

3 Mr. Harmon and Mr. Tanner are designated by the Oaktree Stockholder (as defined in the Stockholders Agreement) in accordance with the Stockholders Agreement Section 9(c).

EXHIBIT L

Officers of Reorganized Debtors

Officers of Reorganized RMC

After the Effective Date, the officers[1] shall be as follows:

- Scott Bartos, President and Chief Executive Officer; and
- Robert Fisher, Vice President.

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[1] The compensation and benefits of the officers shall be determined by the Board of Directors of Reorganized RMC, but such compensation and benefits are expected to be substantially similar to those received by such officers prior to the Effective Date, provided that such compensation and benefits may include the right to participate in the Management Equity Plan (as defined in the Plan), provided further that the compensation and benefits of such officers shall be subject to adjustment by the Board of Directors of Reorganized RMC, subject to the terms of any postpetition employment agreements with such individuals.

EXHIBIT M

Litigation Trust Agreement

LITIGATION TRUST AGREEMENT

This Litigation Trust Agreement (the "**Litigation Trust Agreement**"), made this [__] day of [December/January], [2013/2014] by and between (a) Rural/Metro Corporation ("**RMC**") on behalf of itself and the other Debtors and (b) Craig R. Jalbert, as trustee for the liquidating trust established pursuant to this Litigation Trust Agreement (such trustee, and each successor trustee, collectively referred to as the "**Litigation Trustee**") is executed to facilitate the implementation of the 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**") that provides for the establishment of the litigation trust created hereby (the "**Litigation Trust**"). Each of the Debtors (or, after the Effective Date, the "**Reorganized Debtors**") and the Litigation Trustee are sometimes referred to individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS

WHEREAS, the Debtors filed for protection under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") on August 4, 2013 (the "**Petition Date**") (RMC and the other debtors and debtors in possession filing thereunder, the "**Debtors**") in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**");

WHEREAS, on [_____], the Bankruptcy Court entered its order confirming the Plan (the "**Confirmation Order**");

WHEREAS, the Plan provides, among other things, as of the effective date of the Plan (the "**Effective Date**"), for (a) the creation of the Litigation Trust and the creation of the beneficial interests in the Litigation Trust for the benefit of the Litigation Trust Beneficiaries, (b) the transfer to the Litigation Trust of the Litigation Trust Assets, (c) the administration and liquidation of the Litigation Trust Assets and the distribution of the proceeds therefrom to the Litigation Trust Beneficiaries in accordance with this Litigation Trust Agreement, the Plan and the Confirmation Order (together, the "**Directives**");

WHEREAS, pursuant to Treasury Regulation section 301.7701-4(d), the Litigation Trust is being created for the primary purpose of liquidating the Litigation Trust Assets in an expeditious but orderly manner for the benefit of the Litigation Trust Beneficiaries, with no objective to continue or engage in the conduct of a trade or business;

WHEREAS, the Litigation Trust is intended to qualify as a "grantor trust" for U.S. federal income tax purposes, pursuant to sections 671-677 of the IRC, with the Litigation Trust Beneficiaries to be treated as the grantors of the Litigation Trust and deemed to be the owners of the Litigation Trust Assets (subject to the rights of creditors of the Litigation Trust), and, consequently, the transfer of the Litigation Trust Assets to the Litigation Trust shall be treated as a deemed transfer of those assets from the Debtors to the Litigation Trust Beneficiaries followed by a deemed transfer by such Litigation Trust Beneficiaries to the Litigation Trust for federal income tax purposes;

WHEREAS, the Litigation Trustee was duly appointed as a representative of the Debtors' Estates pursuant to sections 1123(a)(5), (a)(7), and (b)(3)(B) of the Bankruptcy Code to hold and pursue the Assigned Actions; and

WHEREAS, the Reorganized Debtors and the Litigation Trustee and the Creditor Representative entered into a Cooperation Agreement dated [_____], [2013/2014] which provides that the Reorganized Debtors will provide certain cooperation to the Litigation Trust.

NOW, THEREFORE, pursuant to the Plan and the Confirmation Order, in consideration of the premises, the mutual agreements of the Parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and affirmed, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS

For all purposes of this Litigation Trust Agreement, capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in Annex A attached hereto and made part hereof. Capitalized terms used herein and not otherwise defined herein or in Annex A shall have the meanings ascribed to such terms in the Plan. Unless otherwise specified, Article, Section and Paragraph references herein are to Articles, Sections and Paragraphs of this Litigation Trust Agreement.

ARTICLE II
ESTABLISHMENT OF THE LITIGATION TRUST

2.1 Establishment of Litigation Trust and Appointment of Litigation Trustee.

(a) Pursuant to the Plan, the Parties hereby establish a trust which shall be known as the "Litigation Trust" on behalf of the Litigation Trust Beneficiaries.

(b) The Litigation Trustee is hereby appointed as trustee of the Litigation Trust effective as of the Effective Date and agrees to accept and hold the assets of the Litigation Trust in trust for the Litigation Trust Beneficiaries subject to the terms of the Plan, the Confirmation Order and this Litigation Trust Agreement. The Litigation Trustee and each successor trustee serving from time to time hereunder shall have all the rights, powers and duties set forth herein.

(c) Subject to the terms of this Litigation Trust Agreement, any action by the Litigation Trustee which affects the interests of more than one Litigation Trust Beneficiary shall be binding and conclusive on all Litigation Trust Beneficiaries, even if such Litigation Trust Beneficiaries have different or conflicting interests.

(d) The Litigation Trustee may serve without bond.

(e) For the avoidance of doubt, the Litigation Trustee is not an officer, director or fiduciary of any of the Reorganized Debtors.

2.2 Transfer of Litigation Trust Assets. Pursuant to the Plan, as of the Effective Date:

(a) Debtors hereby transfer, assign, and deliver to the Litigation Trust, without recourse, all of their respective rights, title, and interests in and to the Litigation Trust Assets free and clear of any and all liens, claims, encumbrances or interests of any kind in such property. Any such transfer shall be treated for U.S. federal income tax purposes as described in Section 7.1 herein.

(b) Without limiting the generality of the foregoing, Debtors hereby transfer, assign, and deliver to the Litigation Trust and the Litigation Trustee, without waiver, all of their respective rights, title, and interests in and to any privilege or immunity attaching to any documents or communications (whether written or oral) associated with the Litigation Trust Claims (collectively, "**Privileges**" and, together with the Litigation Trust Claims, the "**Assigned Actions**"), which shall vest in the Litigation Trustee and the Litigation Trust, in trust, and, consistent with section 1123(b)(3)(B) of the Bankruptcy Code, for the benefit of the Litigation Trust Beneficiaries, *provided, however*, that such transferred Privileges may not be waived by the Litigation Trustee except with the consent of the Reorganized Debtors, such consent not to be unreasonably withheld (as and to the extent provided in the Cooperation Agreement). For purposes of the transfer of documents, the Litigation Trust is an assignee and successor to the Debtors in respect of the Assigned Actions and shall be treated as such in any review of confidentiality restrictions in requested documents. For purposes of this Section 2.2(b), "privilege" means attorney-client privilege or work-product protection (or both as the case may be) as those terms are defined in Federal Rule of Evidence 502(g).

(c) As and to the extent provided in the Cooperation Agreement, the Debtors and Reorganized Debtors shall deliver or cause to be delivered to the Litigation Trustee the documents required in connection with the Assigned Actions whether held by the Debtors or Reorganized Debtors, their agents, advisors, attorneys, accountants or any other professional hired by the Debtors or Reorganized Debtors.

2.3 Governance of the Litigation Trust. The Litigation Trust shall be governed by the Litigation Trustee. The Litigation Trustee's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purposes of the Litigation Trust and not otherwise.

2.4 Funding of the Litigation Trust.

(a) On the Effective Date, the Creditor Representative may make available the Creditor Representative Assets to the Litigation Trust. From time to time thereafter, the Creditor Representative may provide additional funding in accordance with the Creditor Representative Plan Supplement to fund the fees, expenses, and costs of the Litigation Trust. To the extent that a portion of any funding provided to the Litigation Trust by the Creditor Representative is not needed or reasonably likely to be used to defray the costs and expenses of the Litigation Trust, such funds shall be returned to the Creditor Representative. Neither the Debtors nor the Reorganized Debtors shall have any obligation with respect to, or liability for, any decision by the Creditor Representative with respect to funding of the Litigation Trust.

(b) Any failure or inability of the Litigation Trust to obtain funding will not affect the enforceability of the Litigation Trust.

2.5 Title to the Litigation Trust Assets. The transfer of the Litigation Trust Assets to the Litigation Trust pursuant to Section 2.2 hereof is being made by the Debtors for the sole benefit, and on behalf of, the Litigation Trust Beneficiaries. Upon the transfer of the Litigation Trust Assets to the Litigation Trust, the Litigation Trust shall succeed to all of the Debtors' and Litigation Trust Beneficiaries' rights, title and interests in the Litigation Trust Assets and no other entity shall have any interest, legal, beneficial, or otherwise, in the Litigation Trust or the Litigation Trust Assets upon their assignment and transfer to the Litigation Trust (other than as provided herein or in the Plan).

2.6 Nature and Purpose of the Litigation Trust.

(a) Purpose. The Litigation Trust is organized and established as a trust pursuant to which the Litigation Trustee, subject to the terms and conditions contained herein and in the Plan, is to (i) hold the Litigation Trust Assets and dispose of the same in accordance with this Litigation Trust Agreement and the Plan in accordance with Treasury Regulation section 301.7701-4(d), and (ii) oversee and direct the expeditious but orderly liquidation of the Litigation Trust Assets. The primary purpose of the Litigation Trust is to liquidate the Litigation Trust Assets with no objective to continue or engage in the conduct of a trade or business.

(b) Relationship. This Litigation Trust Agreement is intended to create a trust and a trust relationship and to be governed and construed in all respects as a trust. The Litigation Trust is not intended to be, and shall not be deemed to be, or be treated as, a general partnership, limited partnership, joint venture, corporation, joint stock company or association, nor shall the Litigation Trustee or the Litigation Trust Beneficiaries, or either of them, for any purpose be, or be deemed to be or treated in any way whatsoever to be, liable or responsible hereunder as partners or joint venturers. The relationship of the Litigation Trust Beneficiaries to the Litigation Trustee shall be solely that of beneficiaries of a trust and shall not be deemed a principal and agency relationship, and their rights shall be limited to those conferred upon them by this Litigation Trust Agreement.

2.7 Cooperation of Reorganized Debtors. The Reorganized Debtors shall cooperate with the Litigation Trustee in the administration of the Litigation Trust as provided in the Cooperation Agreement, it being understood and agreed that the Reorganized Debtors are not a fiduciary or agent of the Litigation Trust and owe no duties or obligations to the Litigation Trust or the Litigation Trust Beneficiaries except as expressly set forth in the Cooperation Agreement, this Litigation Trust Agreement or the Plan.

2.8 Appointment as Representative. Pursuant to section 1123(b)(3) of the Bankruptcy Code, the Litigation Trustee shall be the duly appointed representative of the Estates for certain limited purposes, and, as such, to the extent provided herein, the Litigation Trustee succeeds to the rights and powers of a trustee in bankruptcy solely with respect to prosecution of the Assigned Actions for the benefit of the Litigation Trust Beneficiaries. To the extent that any Assigned Actions cannot be transferred to the Litigation Trust because of a restriction on transferability under applicable non-bankruptcy law that is not superseded or preempted by

section 1123 of the Bankruptcy Code or any other provision of the Bankruptcy Code, such Litigation Trust Assets shall be deemed to have been retained by the Reorganized Debtors (other than for tax purposes) and the Litigation Trustee shall be deemed to have been designated as a representative of the Debtors' Estates to the extent provided herein pursuant to section 1123(b)(3)(B) of the Bankruptcy Code solely to enforce and pursue such Assigned Actions on behalf of the Estates. Notwithstanding the foregoing, all net proceeds of the Litigation Trust Assets shall be distributed consistent with the provisions of the Plan and this Litigation Trust Agreement in accordance with the Directives. For avoidance of doubt, any Assigned Action subject to this Section 2.8 shall be treated by the Parties for U.S. federal, state and local income tax purposes as a disposition of the Assigned Action by the Reorganized Debtors as described in Section 7.1 below.

2.9 Relationship to, and Incorporation of, the Plan. The principal purpose of this Litigation Trust Agreement is to aid in the implementation of the Plan and the Confirmation Order, and therefore this Litigation Trust Agreement incorporates the provisions of the Plan and the Confirmation Order by this reference. To that end, the Litigation Trustee 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 implementation of the Plan that directly affect the interests of the Litigation Trust, and to seek any orders from the Bankruptcy Court in furtherance of this Litigation Trust Agreement. As among the Litigation Trust, the Litigation Trustee, the Litigation Trust Beneficiaries, the Debtors and the Reorganized Debtors, if any provisions of this Litigation Trust Agreement 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 Litigation Trust Agreement.

ARTICLE III
LITIGATION TRUST INTERESTS

3.1 Litigation Trust Interests. Beneficial interests in the Litigation Trust to be deemed distributed to the Litigation Trust Beneficiaries and the right to receive distributions on account of such beneficial interests (the "**Litigation Trust Interests**") will be represented by book entries on the books and records of the Litigation Trust.

3.2 Allocation of Litigation Trust Interests. The allocation and distribution of the Litigation Trust Interests shall be accomplished as set forth in the Plan.

3.3 Litigation Trust Interests Beneficial Only. The ownership of a Litigation Trust Interest shall not entitle any Litigation Trust Beneficiary to any title in or to the assets of the Litigation Trust as such (which title shall be vested in the Litigation Trust) or to any right to call for a partition or division of the assets of the Litigation Trust or to require an accounting.

3.4 Identification of Holders of Litigation Trust Interests. The Litigation Trust will not issue any certificate or certificates to evidence any Litigation Trust Interests. The record holders of Litigation Trust Interests shall be recorded and set forth in a register maintained by the Litigation Trustee expressly for such purpose (the "**Register**"). Such Register shall be updated from time to time as Disputed Other Unsecured Claims become Allowed Other Unsecured

Claims. On the Effective Date, and periodically thereafter (but in any event, not less than monthly), the Reorganized Debtors shall provide the Litigation Trustee with a file or database in searchable electronic format and information which shall include, to the extent reasonably available, (i) claimant name, amount, mailing address, telephone number, e-mail address, and status of Claim and (ii) social security number or employer or taxpayer identification number as assigned by the IRS and related documentation and taxpayer information (including, but not limited to, completed Form W-8 or Form W-9 documentation); as to the Allowed Noteholder Claims, the Allowed Other Unsecured Claims and as to the Disputed Other Unsecured Claims that have become Allowed Other Unsecured Claims, *provided, however*, that none of the Reorganized Debtors or their agents, professionals, contractors or employees shall otherwise have any responsibility or liability for the maintenance of the Register. All references in this Litigation Trust Agreement to holders of Litigation Trust Interests shall be read to mean holders of record as set forth in the official Register maintained by the Litigation Trustee and shall not mean any beneficial owner not recorded on such official registry.

3.5 Non-Transferability of Litigation Trust Interests. No transfer, assignment, pledge or hypothecation of any Litigation Trust Interests, either in whole or in part, shall be permitted except with respect to a transfer (a) by a Litigation Trust Beneficiary to any corporation, partnership or other organization in which such Litigation Trust Beneficiary is the beneficial owner of more than 50% of the equity securities or equity interests; (b) by a Litigation Trust Beneficiary to any person that owns, directly or indirectly, more than 50% of the voting securities of such Litigation Trust Beneficiary, (c) by operation of law, or (d) by will or under the laws of descent and distribution; *provided, however*, that a Litigation Trust Beneficiary, at its sole cost and expense, may forfeit and abandon its Litigation Trust Interests and shall give written notice to the Litigation Trustee of any such forfeiture and abandonment. Any transfer permitted under this Section 3.5 will not be effective until and unless the Litigation Trustee receives written notice of such transfer. In addition to compliance with Article X hereof, the limitations imposed by this Section 3.5 on the transferability of Litigation Trust Interests may not be amended without the approval of the Bankruptcy Court after proper notice.

3.6 Exemption from Registration. The parties hereto intend that the rights of the Litigation Trust Beneficiaries arising under this Litigation Trust shall not be "securities" under applicable laws, but none of the parties hereto represent or warrant that such rights shall not be securities or shall be entitled to exemption from registration under applicable securities laws. If such rights constitute securities, the parties hereto intend for the exemption from registration provided by section 1145 of the Bankruptcy Code and under applicable securities laws to apply to their issuance under the Plan.

3.7 Change of Address. A Litigation Trust Beneficiary may, after the Effective Date, select an alternative distribution address by providing notice to the Litigation Trustee identifying such alternative distribution address. Such notification shall be effective only upon receipt by the Litigation Trustee. Absent actual receipt of such notice by the Litigation Trustee, the Litigation Trustee shall not recognize any such change of distribution address.

3.8 Tax Identification Numbers. The Litigation Trustee may require any Litigation Trust Beneficiary or other distributee to furnish to the Litigation Trustee its social security number or employer or taxpayer identification number as assigned by the IRS and complete any

related documentation (including but not limited to a Form W-8 or Form W-9), and the Litigation Trustee may condition any distribution to any Litigation Trust Beneficiary upon the receipt of such information and the receipt of such other documents as the Litigation Trustee reasonably requests.

ARTICLE IV
RIGHTS, POWERS AND DUTIES OF LITIGATION TRUSTEE

4.1 Role of the Litigation Trustee. In furtherance of and consistent with the purpose of the Litigation Trust and the Plan, subject to the terms and conditions contained herein and in the Plan, the Litigation Trustee shall (i) hold the Litigation Trust Assets for the benefit of Litigation Trust Beneficiaries as described in the Directives, and (ii) make distributions of Proceeds and other Litigation Trust Assets in accordance with the Directives. The Litigation Trustee shall be responsible for all decisions and duties with respect to the Litigation Trust and the Litigation Trust Assets. In all circumstances, the Litigation Trustee shall act in the best interests of all Litigation Trust Beneficiaries and in furtherance of the purpose of the Litigation Trust, and shall use commercially reasonable efforts to dispose of the Litigation Trust Assets and to make timely distributions and not unduly prolong the duration of the Litigation Trust.

4.2 Prosecution of Assigned Actions. Subject to the provisions of this Litigation Trust Agreement, the Litigation Trustee shall hold, pursue, prosecute, release, settle, abandon, sell, convey, or otherwise dispose of, as the case may be, any and all Assigned Actions (including any counterclaims to the extent such counterclaims are set off against the proceeds of any such Assigned Actions).

4.3 Authority to Settle Assigned Actions.

(a) The Litigation Trustee shall be empowered and authorized to settle, abandon, sell, convey, or otherwise dispose of any Assigned Actions (including any counterclaims to the extent such counterclaims are set off against the proceeds of any such Assigned Actions).

(b) Any determinations by the Litigation Trustee with regard to the amount or timing of settlement or any other disposition of any Assigned Action shall be conclusive and binding on all Litigation Trust Beneficiaries and all other parties in interest.

4.4 Retention of Litigation Counsel and Other Professionals. The Litigation Trustee may, without necessity for review or approval by the Bankruptcy Court or any other Person (a) retain such independent experts and advisors (including, but not limited to, counsel, tax advisors, consultants, or other professionals (including, without limitation, Verdolino & Lowey, P.C.)) as the Litigation Trustee deems necessary to aid it in the performance of its duties and responsibilities hereunder and under the Plan and to perform such other functions as may be appropriate in furtherance of the intent and purpose of this Litigation Trust Agreement, and (b) commit the Litigation Trust to provide such professional persons or entities reasonable compensation and reimbursement from the Litigation Trust Assets (and/or the Creditor Representative Assets to the extent made available) for services rendered and expenses incurred. The Litigation Trust may select any of the foregoing professionals in its sole discretion,

and such professionals' affiliation with the Litigation Trustee, 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 Creditor Representative Fund or the Creditor Representative shall not preclude the Litigation Trust's retention of such professionals. The Litigation Trustee will make all reasonable and customary arrangements for payment or reimbursement of such compensation and expenses.

4.5 Litigation Trust Expenses. The Litigation Trustee may incur any reasonable and necessary expenses in liquidating the Litigation Trust Assets. Other than amounts that may be disbursed from the Creditor Representative Assets by the Creditor Representative from time to time and obligations of the Reorganized Debtors with respect to Employment Claims (as and to the extent set forth in the Plan and the Cooperation Agreement), all fees, expenses, and costs of the Litigation Trust shall be paid by, and solely be the obligation of, the Litigation Trust.

4.6 Distributions.

(a) In the reasonable sole discretion of the Litigation Trustee and subject to the requirements of Revenue Procedure 94-45, the Litigation Trustee shall distribute all Cash on hand (including, but not limited to, the Litigation Trust's net income and net proceeds from the sale of assets, any Cash received on account of or representing Proceeds, and treating as Cash for purposes of this Section 4.6 any permitted investments under Section 4.10 below), except such amounts as are reasonably reserved to meet claims and contingent liabilities, to maintain the value of the Litigation Trust Assets, or for distribution to holders of a Disputed Other Unsecured Claims (as of the time of such distribution but only until such Other Unsecured Claim is resolved), which amounts may be held in the Disputed Claims Reserve. The Litigation Trustee shall make all such distributions at least annually in accordance with the Directives; under IRC section 677, the income of the Litigation Trust may be distributed or held or accumulated for future distribution for the benefit of the grantors pursuant to the Directives.

(b) The Litigation Trust may withhold from amounts distributable to any Person any and all amounts, determined in the Litigation Trustee's reasonable sole discretion, required by any law, regulation, rule, ruling, directive, or other governmental requirement (including, without limitation, tax withholding relating to wage claims). Notwithstanding the foregoing and in accordance with section 8.16 of the Plan, the Reorganized Debtors shall be solely responsible for the employer portion of all taxes and like obligations payable to a governmental authority that are required to be paid with respect to any Employment Claims.

(c) The Litigation Trustee may retain a distribution agent for the effective administration and distribution of amounts payable to Litigation Trust Beneficiaries and all costs and expenses of such distribution agents may be paid out of the Litigation Trust Assets (and/or the Creditor Representative Assets to the extent made available).

(d) If any distribution to any Litigation Trust Beneficiary is returned as undeliverable, and, after reasonable efforts, the Litigation Trustee has not been able to determine the current address of the Litigation Trust Beneficiary, such undeliverable or unclaimed distribution shall be deemed unclaimed property 120 days after the date of such distribution, shall be reallocated to the remaining Litigation Trust Beneficiaries and shall be distributed in

accordance with the Directives. Such undeliverable or unclaimed distributions shall not be subject to (i) any claims by such Litigation Trust Beneficiary or (ii) the unclaimed property or escheat laws of any state or governmental unit.

4.7 Reserve Accounts for Disputed Other Unsecured Claims. The Litigation Trustee may establish a Disputed Claims Reserve, which may include assets held separately from other assets of the Litigation Trust, subject to an allocable share of all expenses and obligations of the Litigation Trust, on account of Disputed Other Unsecured Claims. The Litigation Trustee may remove funds from the Disputed Claims Reserve as the Disputed Other Unsecured Claims are resolved, which funds shall be distributed as provided in Section 4.6(a) in accordance with the Directives.

4.8 Treatment of Disputed Claims Reserve. Notwithstanding any other provision of this Litigation Trust Agreement to the contrary, subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary, the Litigation Trust may treat any Litigation Trust Assets allocable to, or retained on account of, the Disputed Claims Reserve as held by one or more discrete entities for federal, and applicable state, local or other, income tax purposes, and may determine that such entity or entities shall constitute "disputed ownership funds" under, and may make the election permitted by, Treasury Regulation section 1.468B-9, or any successor provision thereto. If such election is made, all Litigation Trust Beneficiaries shall be bound by, and shall report consistently with, such income tax treatment.

4.9 Management of Litigation Trust Assets.

(a) Except as otherwise provided in this Litigation Trust Agreement, the Plan or the Confirmation Order, and subject to the Treasury Regulations governing liquidating trusts and the retained jurisdiction of the Bankruptcy Court as provided for in the Plan, but without prior or further authorization, the Litigation Trustee may control and exercise authority over the Litigation Trust Assets, over the acquisition, management and disposition thereof and over the management and conduct of the Litigation Trust, in each case, to the extent necessary to enable the Litigation Trustee to fulfill the intents and purposes of this Litigation Trust Agreement. No person dealing with the Litigation Trust will be obligated to inquire into the authority of the Litigation Trustee in connection with the acquisition, management or disposition of the Litigation Trust Assets.

(b) In connection with the management and use of the Litigation Trust Assets and except as otherwise expressly limited in this Litigation Trust Agreement, the Plan or the Confirmation Order, the Litigation Trustee will have, in addition to any powers conferred upon the Litigation Trustee by any other provision of this Litigation Trust Agreement, the power to take any and all actions as, in the Litigation Trustee's sole discretion, are necessary or advisable to effectuate the primary purposes of the Litigation Trust, including, without limitation, the power and authority (i) to distribute the Litigation Trust Assets to Litigation Trust Beneficiaries in accordance with the terms of this Litigation Trust Agreement and the Plan, (ii) to pay all expenses of the Litigation Trust, (iii) to sell, convey, transfer, assign, liquidate or abandon the Litigation Trust Assets, or any part thereof or any interest therein, upon such terms and for such consideration as may be commercially reasonable, (iv) to endorse the payment of notes or other obligations of any Person or to make contracts with respect thereto, and (v) to borrow such sums

of money, at any time and from time to time, for such periods of time, upon such terms and conditions, from such Persons, for such purposes as may be commercially reasonable. The Litigation Trustee will not at any time, on behalf of the Litigation Trust or the Litigation Trust Beneficiaries, enter into or engage in any trade or business, and no part of the Litigation Trust Assets will be used or disposed of by the Litigation Trustee in furtherance of any trade or business.

(c) All decisions and actions by the Litigation Trustee under the authority of this Litigation Trust Agreement will be binding upon all of the Litigation Trust Beneficiaries and the Litigation Trust.

4.10 Investment of Cash. The Litigation Trustee 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; *provided, however,* that the scope of any such investments shall be limited to investments permitted to be made by a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d) or under applicable IRS guidelines, rulings or other controlling authorities.

4.11 Additional Powers of the Litigation Trustee. In addition to any and all of the powers enumerated above, and except as otherwise provided in this Litigation Trust Agreement, the Plan, or the Confirmation Order, and subject to the Treasury Regulations governing liquidating trusts and the retained jurisdiction of the Bankruptcy Court as provided for in the Plan, the Litigation Trustee shall be empowered to:

(a) hold legal title to any and all rights of the holders of the Litigation Trust Interests in or arising from the Litigation Trust Assets, including, but not limited to, the right to collect any and all money and other property belonging to the Litigation Trust;

(b) perform the duties, exercise the powers, and assert the rights of a trustee under sections 704 and 1106 of the Bankruptcy Code with respect to the Litigation Trust Assets, including assert claims, defenses, offsets, and privileges (including the Privileges);

(c) protect and enforce the rights of the Litigation Trust to the Litigation Trust Assets by any method deemed appropriate including, without limitation, by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium, or similar law and general principles of equity;

(d) determine and satisfy any and all liabilities created, incurred or assumed by the Litigation Trust;

(e) assert or waive any privilege or defense (including the Privileges, *provided, however*, that the Privileges or any defense may not be waived by the Litigation Trustee except with the consent of the Reorganized Debtors; such consent not to be unreasonably withheld) on behalf of the Litigation Trust;

(f) make all payments relating to the Litigation Trust Assets;

(g) obtain insurance coverage with respect to the potential liabilities and obligations of the Litigation Trust and the Litigation Trustee under this Litigation Trust Agreement (in the form of a directors and officers policy, an errors and omissions policy or otherwise);

(h) file any and all tax and information returns with respect to the Litigation Trust and pay taxes properly payable by the Litigation Trust, if any, all in accordance with Article VII of this Litigation Trust Agreement;

(i) retain, and reasonably compensate for services rendered and expenses incurred, an accounting firm or financial consulting firm (including, without limitation, Verdolino & Lowey, P.C.) to perform such reviews and/or audits of the financial books and records of the Litigation Trust as may be appropriate in the Litigation Trustee's sole discretion and to prepare and file any tax returns or informational returns for the Litigation Trust as may be required;

(j) take or refrain from taking any and all actions the Litigation Trustee reasonably deems necessary for the continuation, protection, and maximization of the Litigation Trust Assets consistent with the purposes hereof;

(k) take all steps and execute all instruments and documents the Litigation Trustee reasonably deems necessary to effectuate the Litigation Trust;

(l) take all actions the Litigation Trustee reasonably deems necessary to comply with the Plan, the Confirmation Order, and this Litigation Trust Agreement and the obligations thereunder and hereunder; and

(m) exercise such other powers as may be vested in the Litigation Trustee pursuant to an order of the Bankruptcy Court or this Litigation Trust Agreement, or as deemed by the Litigation Trustee consistent with the Plan, the Confirmation Order, and this Litigation Trust Agreement to be necessary and proper to carry out the obligations of the Litigation Trust.

4.12 Limitations on Power and Authority of the Litigation Trustee. Notwithstanding anything in this Litigation Trust Agreement to the contrary, the Litigation Trustee will not have the authority to do any of the following:

(a) take any action in contravention of this Litigation Trust Agreement, the Plan, or the Confirmation Order;

(b) take any action which would make it impossible to carry on the activities of the Litigation Trust;

(c) possess property of the Litigation Trust or assign the Litigation Trust's rights in specific property for other than Litigation Trust purposes and as provided herein;

(d) engage in any trade or business;

(e) permit the Litigation Trust to receive or retain Cash or Cash equivalents in excess of a reasonable amount necessary to meet claims and contingent liabilities (including without limitation expected expenses) or to maintain the value of its assets during liquidation;

(f) receive transfers of any listed stocks or securities, or any readily-marketable assets or any operating assets of a going business, except as is absolutely necessary or required under the Plan and the Confirmation Order; *provided, however*, that in no event shall the Litigation Trustee receive any such investment that would jeopardize treatment of the Litigation Trust as a "liquidating trust" for federal income tax purposes under Treasury Regulation section 301.7701-4(d), or any successor provision thereof;

(g) exercise any investment power other than the power to invest in demand and time deposits in banks or savings institutions, or temporary investments such as short term certificates of deposit or United States Treasury bills or other investments that may be held by a "liquidating trust" for federal income tax purposes under Treasury Regulation section 301.7701-4(d), or any successor provision thereof;

(h) receive or retain any operating assets of a going business, a partnership interest in a partnership that holds operating assets, or fifty percent (50%) or more of the stock of a corporation with operating assets, except as is absolutely necessary or required under the Plan and the Confirmation Order; *provided, however*, that in no event shall the Litigation Trustee receive or retain any such asset or interest that would jeopardize treatment of the Litigation Trust as a "liquidating trust" for federal income tax purposes under Treasury Regulation section 301.7701-4(d), or any successor provision thereof; or

(i) take any other action that would jeopardize treatment of the Litigation Trust as a liquidating trust for federal income tax purposes under Treasury Regulation section 301.7701-4(d), or any successor provision thereof.

4.13 Books and Records. The Litigation Trustee shall maintain in respect of the Litigation Trust and the holders of Litigation Trust Interests books and records relating to the Litigation Trust Assets and income of the Litigation Trust and the payment of, expenses of, and liabilities of claims against or assumed by, the Litigation Trust in such detail and for such period of time as may be necessary to enable it to make full and proper accounting in respect thereof. Such books and records shall be maintained as reasonably necessary to facilitate compliance with the tax reporting requirements of the Litigation Trust. Nothing in this Litigation Trust Agreement requires the Litigation Trustee to file any accounting or seek approval of any court with respect to the administration of the Litigation Trust, or as a condition for managing any payment or distribution out of the Litigation Trust Assets.

4.14 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 Litigation Trust Assets or other activities of the Litigation Trust. The Litigation Trustee shall respond to any such reasonable request in a timely fashion (in any event, within ten (10) business days), subject to appropriate confidentiality restrictions.

4.15 Securities Reports. To the extent that the Litigation Trust Interests are deemed securities the issuance of Litigation Trust Interests under the Plan shall be exempt from registration under the Securities Act of 1933, as amended, and applicable state and local laws requiring registration of securities pursuant to section 1145 of the Bankruptcy Code. If the Litigation Trustee determines, with the advice of counsel, that the Litigation Trustee is required to comply with the registration and reporting requirements of the Securities Exchange Act of 1934, as amended, or the Investment Company Act of 1940, as amended, then the Litigation Trustee shall take commercially reasonable efforts to comply with such reporting requirements and file periodic reports with the United States Securities and Exchange Commission.

4.16 Compliance with Laws. Any and all distributions of Litigation Trust Assets and proceeds of borrowings, if any, shall be in compliance with applicable laws, including, but not limited to, applicable federal and state securities laws.

ARTICLE V
THE LITIGATION TRUSTEE

5.1 Independent Litigation Trustee. The Litigation Trustee may not be a Litigation Trust Beneficiary or a "related or subordinate party" (within the meaning of section 672(c) of the IRC) to any Litigation Trust Beneficiary.

5.2 Trustee's Compensation and Reimbursement. The Litigation Trust Assets (and the Creditor Representative Assets to the extent made available for such purposes) shall be subject to the claims of the Litigation Trustee and the Litigation Trustee shall be entitled to reimbursement out of any available Cash in the Litigation Trust, for actual out-of-pocket expenses and against and from any and all loss, liability, expense, or damage which the Litigation Trustee 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 Litigation Trust Agreement. The Litigation Trustee shall receive compensation and reimbursement from the Litigation Trust as follows:

(a) Compensation. As compensation for the performance of its duties in accordance with this Litigation Trust Agreement and the Plan, in a fiduciary capacity, the Litigation Trustee shall be compensated as follows: $425.00 per hour (subject to periodic adjustment), *provided, however*, that the Litigation Trustee 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 Litigation Trustee and the Creditor Representative).

(b) Expenses. In addition, the Litigation Trust will reimburse the Litigation Trustee (out of the Litigation Trust Assets and/or the Creditor Representative Assets (to the extent made available)) for all reasonable, necessary and actual out-of-pocket expenses incurred by the Litigation Trustee in connection with the performance of its duties hereunder and under the Plan.

(c) Payment. Any fees and expenses, to the extent payable, due to the Litigation Trustee (including any professionals and advisors retained by the Litigation Trustee (including, without limitation, Verdolino & Lowey, P.C.)) shall be paid to the extent of available

Cash in the Litigation Trust and/or to the extent Creditor Representative Assets are made available, without necessity for review or approval by the Bankruptcy Court or any other Person.

5.3 Resignation. The Litigation Trustee 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 Litigation Trustee or a replacement Litigation Trustee is appointed pursuant to the terms of this Litigation Trust Agreement and (ii) the Litigation Trustee shall be entitled to compensation and reimbursement up to the date on which the Litigation Trustee's resignation becomes effective.

5.4 Removal. The Litigation Trustee may be removed as Litigation Trustee, only for cause, by any Litigation Trust Beneficiary upon motion and prior written notice and service thereof to the Bankruptcy Court, the Litigation Trustee, 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 Litigation Trustee (including any dispute relating to any compensation or expense reimbursement due under this Litigation Trust Agreement), the Bankruptcy Court shall retain jurisdiction to consider and adjudicate any such dispute. Notwithstanding the foregoing, the Litigation Trustee will continue to serve as a trustee after his or her removal until the earlier of (i) the time when appointment of a successor Litigation Trustee will become effective in accordance with Section 5.5 of this Litigation Trust Agreement or (ii) such date as the Bankruptcy Court otherwise orders. For purposes of this Section 5.4, "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 Litigation Trust.

5.5 Appointment of Successor Litigation Trustee upon Resignation, Removal, or Incapacity. In the event of the resignation of the Litigation Trustee, the resigning Litigation Trustee shall appoint an independent successor Litigation Trustee 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 Litigation Trustee that is a natural Person), dissolution (in the case of a Litigation Trustee that is not a natural Person), incapacity, or removal of the Litigation Trustee, any Litigation Trust Beneficiary may petition the Bankruptcy Court for the appointment of an independent successor Litigation Trustee; such appointment to be binding upon approval of the Bankruptcy Court.

5.6 Acceptance of Appointment by Successor Litigation Trustee. Any successor Litigation Trustee appointed hereunder shall execute, acknowledge, and file with the Litigation

Trust records an instrument accepting the appointment under this Litigation Trust Agreement and agreeing to be bound thereto, and thereupon, the successor Litigation Trustee, without any further act, deed, or conveyance, shall become vested with all rights, powers, trusts, and duties of the predecessor Litigation Trustee; *provided, however*, that a removed or resigning Litigation Trustee shall, nevertheless, when requested in writing by the successor Litigation Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor Litigation Trustee under the Litigation Trust all the estates, properties, rights, powers, and trusts of such predecessor Litigation Trustee.

5.7 Effect of Resignation or Removal. The death, resignation, incapacity, or removal of the Litigation Trustee shall not operate to terminate the Litigation Trust created by this Litigation Trust Agreement or to revoke any existing agency created pursuant to the terms of this Litigation Trust Agreement or invalidate any action theretofore taken by the Litigation Trustee or any prior Litigation Trustee. In the event of the resignation or removal of a Litigation Trustee, such Litigation Trustee 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 Litigation Trustee to effect the termination of such Litigation Trustee's capacity under this Litigation Trust Agreement, (b) deliver to the Bankruptcy Court (if required) or the successor Litigation Trustee all documents, instruments, records and other writings related to the Litigation Trust as may be in the possession of such Litigation Trustee (provided that such Litigation Trustee 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 Litigation Trustee.

5.8 Confidentiality. The Litigation Trustee shall, during the period that the Litigation Trustee serves as Litigation Trustee under this Litigation Trust Agreement and following the termination of this Litigation Trust Agreement or following its removal or resignation hereunder, hold strictly confidential and not use for personal gain any material, non-public information of or pertaining to any entity to which any of the Litigation Trust Assets relates or of which the Litigation Trustee has become aware in the Litigation Trustee's capacity as Litigation Trustee, except as otherwise required by law.

ARTICLE VI
LIABILITY AND INDEMNIFICATION

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

under the Plan which the Litigation Trustee reasonably believes to be genuine and to have been given by a proper Person. Notwithstanding the foregoing, nothing in this Section 6.1 shall relieve the Litigation Trustee 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 Litigation Trustee with the express approval of the Bankruptcy Court will conclusively be deemed not to constitute gross negligence, willful misconduct, or fraud.

6.2 Indemnification of the Litigation Trustee.

(a) To the fullest extent permitted by law, the Litigation Trust, to the extent of its assets legally available for that purpose (including the Litigation Trust Assets and any remaining Creditor Representative Assets), will indemnify and hold harmless the Litigation Trustee 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 Litigation Trust, 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 Litigation Trust 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 Litigation Trust 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 6.2. 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 Litigation Trust Agreement shall not affect any indemnification rights or obligations then existing.

(c) The Litigation Trust, with the approval of the Litigation Trust Beneficiaries holding a majority of the Allowed Other Unsecured Claims and Allowed Noteholder Claims in the aggregate, 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 6.2.

(d) Any Indemnified Person may waive the benefits of indemnification under this Section 6.2, but only by an instrument in writing executed by such Indemnified Person.

(e) The rights to indemnification under this Section 6.2 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 6.2 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.

6.3 Litigation Trust Liabilities. All liabilities of the Litigation Trust, including without limitation indemnity obligations under Section 6.2 of this Litigation Trust Agreement, will be liabilities of the Litigation Trust as an entity, and will be paid or satisfied from Litigation Trust Assets. No liability of the Litigation Trust will be payable in whole or in part 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, employees, agent, affiliate or advisor of any Litigation Trust Beneficiary, the Litigation Trustee, or their respective affiliates.

6.4 Limitation of Liability. Neither the Litigation Trustee nor its professionals will be liable for punitive, exemplary, consequential, special or other damages for a breach of this Litigation Trust Agreement under any circumstances.

6.5 Burden of Proof. 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 Litigation Trust Agreement, and any person seeking to overcome such presumption shall have the burden of proof to overcome that presumption.

6.6 Survival. This Article VI shall survive any termination of the Litigation Trust Agreement.

ARTICLE VII
TAX MATTERS

7.1 Treatment of Litigation Trust Assets Transfer. For all federal income tax purposes, subject to Section 7.2(b), all parties (including, without limitation, the Debtors, the Reorganized Debtors, the Litigation Trustee and the Litigation Trust Beneficiaries) shall treat the transfer of the Litigation Trust Assets to the Litigation Trust including any amounts or other assets subsequently transferred to the Litigation Trust (but only at such time as actually transferred) for the benefit of the Litigation Trust Beneficiaries as (a) a transfer of the Litigation Trust Assets, for all purposes of the IRC directly to the Litigation Trust Beneficiaries, followed by (b) the transfer by such Litigation Trust Beneficiaries to the Litigation Trust of such Litigation Trust Assets in exchange for the Litigation Trust Interests.

7.2 Income Tax Status. For United States federal income tax purposes (and for purposes of all state, local and other jurisdictions to the extent applicable), this Litigation Trust shall be treated as a liquidating trust pursuant to Treasury Regulation section 301.7701-4(d) and as a grantor trust pursuant to IRC sections 671-677. To the extent consistent with Revenue Procedure 94-45 and not otherwise inconsistent with this Litigation Trust Agreement, this Litigation Trust Agreement shall be construed so as to satisfy the requirements for liquidating trust status. Except as provided in Section 7.2(b) or with respect to the Litigation Trust Assets allocable to the Disputed Claims Reserve, if any, as set forth in Article IV hereof, (i) the Litigation Trust Beneficiaries will be treated as both the grantors and the deemed owners of the Litigation Trust, and (ii) any items of income, deduction, credit and loss of the Litigation Trust shall be allocated for federal income tax purposes to the Litigation Trust Beneficiaries in

accordance with Section 7.3. The Litigation Trust shall at all times be administered so as to constitute a domestic trust for United States federal income tax purposes and each Litigation Trustee shall at all times be a "United States person" under the IRC.

7.3 Tax Returns. Except with respect to the Disputed Claims Reserve, if any, in accordance with IRC section 6012 and Treasury Regulation section 1.671-4(a), the Litigation Trust shall file with the IRS annual tax returns on Form 1041, as required or shall select such alternative method of reporting as may be permitted under Treasury Regulation section 1.671-4(a). In addition, the Litigation Trust shall file in a timely manner such other tax returns, including any state and local tax returns, if any, as are required by applicable law and pay any taxes shown as due thereon. Within a reasonable time following the end of the taxable year, the Litigation Trust shall, to the extent required, send to each Litigation Trust Beneficiary a separate statement setting forth such Litigation Trust Beneficiary's share of items of income, gain, loss, deduction or credit and will instruct each such Litigation Trust Beneficiary to report such items on his/her applicable income tax return, or the Litigation Trust shall select such alternative method of reporting to each Litigation Trust Beneficiary as may be permitted under the Treasury Regulations. The Litigation Trust may provide each Litigation Trust Beneficiary with a copy of the Form 1041 for the Litigation Trust (without attaching any other Litigation Trust Beneficiary's Schedule K-1 or other applicable information form) along with such Litigation Trust Beneficiary's Schedule K-1 or other applicable information form in order to satisfy the foregoing requirement. The Litigation Trust shall allocate the taxable income, gain, loss, deduction or credit of the Litigation Trust with respect to each Litigation Trust Beneficiary as follows: (a) allocations of Litigation Trust taxable income shall be determined by reference to the manner in which an amount of Cash equal to such taxable income would be distributed (without regard to any restriction on distributions described herein or in the Plan) if, immediately prior to such deemed distribution, the Litigation Trust had distributed all of its other assets (valued at their tax book value) to the Litigation Trust Beneficiaries in accordance with the Directives (treating all Claims that are Disputed as if they were Allowed Claims), in each case up to the tax book value of the assets treated as contributed by such holders, adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from the Litigation Trust; and (b) allocations of taxable loss of the Litigation Trust shall be determined by reference to the manner in which an economic loss would be borne immediately after a liquidating distribution of the remaining Litigation Trust Assets. For these purposes, the tax book value of the Litigation Trust Assets shall be determined by the Litigation Trustee in accordance with tax accounting principles prescribed by the IRC, the Treasury Regulations, and other applicable administrative and judicial authorities and pronouncements.

7.4 Withholding of Taxes and Reporting Related to Litigation Trust Operations. The Litigation Trust shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all distributions made by the Litigation Trust shall be subject to any such withholding and reporting requirements. To the extent that the operation of the Litigation Trust or the liquidation of the Litigation Trust Assets creates a tax liability imposed on the Litigation Trust, including the Disputed Claims Reserve, the Litigation Trust shall timely pay such tax liability and any such payment shall be considered a cost and expense of the operation of the Litigation Trust payable without Bankruptcy Court order. Any federal, state or local withholding taxes or other amounts required to be withheld under applicable law shall be deducted from distributions hereunder. All Litigation Trust Beneficiaries

shall be required to provide any information reasonably requested to effect the proper withholding of such taxes.

7.5 Valuation. On or soon as practicable after the Effective Date, the Litigation Trustee will, in good faith, determine the fair market value of the Litigation Trust Assets, and will inform the Litigation Trust Beneficiaries of such valuation in the notice of Effective Date to be filed and served by the Reorganized Debtors. The valuation of the Litigation Trust Assets determined by the Litigation Trustee shall be used consistently by all parties (including, without limitation, the Litigation Trust, the Reorganized Debtors, and the Litigation Trust Beneficiaries) for all federal income tax purposes. The Litigation Trust also shall file (or cause to be filed) any other statements, returns or disclosures relating to the Litigation Trust that are required by any governmental unit.

7.6 Expedited Determination of Taxes. The Litigation Trustee may request an expedited determination of taxes of the Litigation Trust, including the Disputed Claims Reserve, under section 505 of the Bankruptcy Code for the Litigation Trust for all taxable periods through the termination of the Litigation Trust.

ARTICLE VIII
TERMINATION OF LITIGATION TRUST

The Litigation Trustee and the Litigation Trust shall be discharged or dissolved, as the case may be, at such time as (a) the Litigation Trustee determines that the pursuit of additional Assigned Actions is not likely to yield sufficient additional Proceeds to justify further pursuit of such claims and (b) all distributions of Proceeds and other Litigation Trust Assets required to be made by the Litigation Trustee under the Plan and this Litigation Trust Agreement have been made in accordance with the Directives, but in no event shall the Litigation Trust be dissolved later than five (5) years from the Effective Date unless the Bankruptcy Court, upon motion made by a party in interest within the six (6) month period prior to such fifth (5th) anniversary (and, in the event of further extension, at least six (6) months prior to the end of the preceding extension), determines that a fixed period extension (not to exceed three (3) years, together with any prior extensions, without a favorable letter ruling from the IRS that any further extension would not adversely affect the status of the Litigation Trust as a liquidating trust for federal income tax purposes) is necessary to facilitate or complete the recovery on and liquidation of the Litigation Trust Assets. Upon dissolution of the Litigation Trust, any remaining Cash on hand and other Litigation Trust Assets shall be distributed in accordance with the Directives.

ARTICLE IX
AMENDMENT AND WAIVER

Technical amendments to this Litigation Trust Agreement may be made, as necessary to clarify this Litigation Trust Agreement or enable the Litigation Trustee to effectuate the terms of this Litigation Trust Agreement, by the Litigation Trustee, without notice to the Litigation Trust Beneficiaries or any other Persons, or approval of the Bankruptcy Court, *provided, however,* that all amendments of this Litigation Trust Agreement shall be consistent with the purpose and intention of the Litigation Trust to liquidate in an expeditious but orderly manner the Litigation Trust Assets in accordance with Treasury Regulation section 301.7701-4(d) and Section 2.5

hereof; *further provided, however*, any other amendments of this Litigation Trust Agreement shall only be effective upon notice to those parties receiving current electronic notice in the Reorganization Cases and approval of the Bankruptcy Court.

ARTICLE X
MISCELLANEOUS PROVISIONS

10.1 Intention of Parties to Establish Liquidating Trust. This Litigation Trust Agreement is intended to create for federal income tax purposes a "liquidating trust" that satisfies the requirements of Revenue Procedure 94-45 and, to the extent provided by law, shall be governed and construed in all respects as such a liquidating trust. Notwithstanding anything to the contrary contained herein, any ambiguity herein shall be construed consistent herewith and, if necessary, this Litigation Trust Agreement may be amended to comply with such federal income tax laws, which amendments may apply retroactively.

10.2 Employees. The employees of the Reorganized Debtors shall at all times be regarded as employees of the Reorganized Debtors. Nothing contained in this Litigation Trust Agreement shall create or be deemed to create an employment, agency, joint venture or partnership relationship between the Litigation Trust and the Litigation Trust Beneficiaries.

10.3 Effectiveness. This Litigation Trust Agreement shall become effective on the Effective Date.

10.4 Counterparts. This Litigation Trust Agreement may be executed in two or more counterparts, all of which shall be taken together to constitute one and the same instrument.

10.5 Governing Law. Except to the extent the Bankruptcy Code or Federal Rules of Bankruptcy Procedure are applicable, this Litigation Trust Agreement shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and, to the extent there is no applicable federal law, the domestic laws of the State of New York, without giving effect to the principles of conflicts of law thereof.

10.6 Headings. Sections, subheadings and other headings used in this Litigation Trust Agreement are for convenience only and shall not affect the construction or interpretation of this Litigation Trust Agreement or any provision thereof.

10.7 Severability. If any provision of this Litigation Trust Agreement or the application thereof to any Person or circumstance shall be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Litigation Trust Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provisions of this Litigation Trust Agreement shall be valid and enforced to the fullest extent permitted by law.

10.8 Notices. All notices, requests or other communications, required or permitted to be made in accordance with this Litigation Trust Agreement including any change of address of any Litigation Trust Beneficiary for the purposes of receiving distributions from the Litigation Trust 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 Litigation Trust or the Litigation Trustee: as specified on Exhibit A.

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

(c) If to a Litigation Trust Beneficiary: to the name and address set forth on the Register maintained by the Litigation Trustee, provided that general notices to all Litigation Trust Beneficiaries may be made by posting such notice to a web-site identified in advance for communication with Litigation Trust Beneficiaries.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Litigation Trust Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers all as of the date first above written.

RURAL/METRO CORPORATION
On behalf of itself and its affiliated Debtors

By:

By: _____
Name:
Title:

CRAIG R. JALBERT, LITIGATION TRUSTEE OF THE LITIGATION TRUST ESTABLISHED UNDER THE LITIGATION TRUST AGREEMENT DATED [DECEMBER/JANUARY __], [2013/2014] PURSUANT TO THE FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR RURAL/METRO CORPORATION AND ITS AFFILIATED DEBTORS

_____
Craig R. Jalbert,
as Litigation Trustee

Annex A

DEFINITIONS

"**Avoidance Actions**" means any and all avoidance, recovery and other actions under sections 502(d), 510, 542, 543, 544, 545, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code of the Debtors or their Estates; for the avoidance of doubt, Preference Actions are included within Avoidance Actions.

"**Creditor Representative**" has the meaning ascribed to such term in the Creditor Representative Plan Supplement.

"**Creditor Representative Assets**" means $250,000, which will 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.

"**Creditor Representative Plan Supplement**" means the supplement to the Plan which identifies certain terms relating to the operation of the Creditor Representative.

"**Disputed Claims Reserve**" means an allocation of Cash or other property to account for Disputed Other Unsecured Claims that may be established by the Litigation Trustee pursuant to Sections 4.6 and 4.7 of this Litigation Trust Agreement.

"**Employment Claim**" means an Allowed Claim to the extent such Allowed Claim arises from wages or other remuneration in connection with the performance of services as an employee of the Debtors for any period prior to the Commencement Date.

"**IRC**" means the Internal Revenue Code of 1986, as amended.

"**IRS**" means the Internal Revenue Service.

"**Litigation Trust Assets**" means the Litigation Trust Claims.

"**Litigation Trust Beneficiaries**" has the meaning ascribed to such term in the Plan.

"**Litigation Trust Claims**" means, collectively, those Litigation Trust Claims (as defined in the Plan) set forth on Schedule 1 hereto.

"**Preference Actions**" means any and all claims of the Debtors or their Estates that could be brought under section 547 of the Bankruptcy Code or, in the alternative, based upon the same underlying facts under section 544 or 548 of the Bankruptcy Code, and the right to recover on account of any such claim under section 550 of the Bankruptcy Code.

"**Proceeds**" means the actual consideration, if any, received by the Litigation Trust as a result of any judgment, settlement, resolution, compromise, or any other disposal of any of the Litigation Trust Claims.

"**Revenue Procedure**" means a revenue procedure issued by the IRS.

"**Treasury Regulation**" means any regulation promulgated under the Internal Revenue Code of 1986, as amended.

Exhibit A

Trustee for the Litigation Trust

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

Schedule 1

Litigation Trust Claims

Those Litigation Trust Claims (as defined in the Plan, including, without limitation, Avoidance Actions) against Unreleased Debtor Parties identified by the Creditors' Committee as follows:

Officers, employees or agents:

1. Michael DiMino
2. Jorge Perez
3. Kristine Ponczak
4. Bryan Gibson
5. Jeffrey D. Perry
6. Kevin A. Moore
7. Matthew Black
8. Marty Brandau
9. Susan How
10. Donna Berlinski
11. Jeffrey A. Wright
12. Stacy LaFrance
13. Diane Jennings
14. Lynn Kitzmann
15. Scott LaMountain
16. Dan Byerley
17. Jennifer McAllister
18. Robert Jewell
19. Melissa Shellabarger
20. Mark Holbert
21. Ken Davis
22. David Mandelbaum
23. Chris Kevane
24. Yvonne Martinez
25. Steven Blackburn
26. Aden Bradley
27. Randy Skomsvold
28. Roy Ryals
29. Rob Zachrich
30. Cameron Williams
31. Richard Siever

All current or former Directors who served from and after June 30, 2011, including, but not limited to:

1. Sean Carney
2. Michael DiMino
3. Steven Epstein
4. Eric Liu
5. Marty Rash
6. Richard Wallman
7. Allen Wise

Advisors or professionals:

1. PricewaterhouseCoopers and its affiliates and any of their current or former officers, principals, members, employees, agents, equity holders, or partners, including, but not limited to, Richard Kalenka and Andreas "Andy' Coumides.
2. Ernst & Young and its affiliates and any of their current or former officers, principals, members, employees, agents, equity holders, or partners, including, but not limited to, Thomas Clancy and Dennis Polizzi.
3. FTI Consulting, Inc. and its affiliates and any of their current or former officers, principals, members, employees, agents, equity holders, or partners, including, but not limited to, Scott Bingham.

Equity holders or others:

1. Warburg Pincus, LLC
2. WP Rocket Holdings LLC
3. WP Rocket Merger Sub, Inc.
4. WP X
5. Any equity holders (direct or indirect) of WP Rocket Holdings, Inc.
6. With respect to any of the foregoing persons or entities in this category (i.e., Equity holders or others), any of their equity holders or affiliates and any of their partners, principals or employees, including, but not limited to, Robert Buonanno, Elizabeth "Bess" Weatherman, Sean Carney, Eric Liu, and Jacob Strauss.

[Subject to updating on or prior to the Effective Date.]

EXHIBIT N

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 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) 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. 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.

Section 5.3 Cooperation of Reorganized Debtors. The Reorganized Debtors shall cooperate with the Creditor Representative in the Claims resolution process as provided in the Cooperation Agreement, it being understood and agreed that the Reorganized Debtors are not a fiduciary or agent of the Creditor Representative and owe no duties or obligations to the Creditor Representative except as expressly set forth in the Cooperation Agreement, this Supplement or the Plan.

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.

[Remainder of page intentionally left blank.]

Exhibit A

Creditor Representative

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

EXHIBIT O

Cooperation Agreement

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT ("**Cooperation Agreement**" or "**Agreement**") is made this [__] day of [December/January], [2013/4], by and among Reorganized RMC, on behalf of itself and the other Reorganized Debtors (the "**Reorganized Debtors**"), on the one hand, and the Litigation Trustee and the Creditor Representative, on the other. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the *First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and Its Affiliated Debtors* dated as of October 31, 2013, as the same may from time to time be amended or modified (the "**Plan**").

RECITALS

WHEREAS, the Litigation Trustee is the Person identified in the Litigation Trust Agreement dated [December/January] [__], [2013/4] to administer the Litigation Trust;

WHEREAS, the Creditor Representative is the Person identified in the Creditor Representative Plan Supplement to perform the duties and obligations of the Creditor Representative under the Plan, the Confirmation Order, and the Creditor Representative Plan Supplement;

WHEREAS, the Plan and Confirmation Order contemplate that a Cooperation Agreement will be executed between the Reorganized Debtors, the Litigation Trustee, and the Creditor Representative;

WHEREAS, Section [__] of the Litigation Trust Agreement provides that the Reorganized Debtors shall deliver certain documents to the Litigation Trustee in connection with the Litigation Trust Claims;

WHEREAS, the Plan provides for the participation of the Creditor Representative in the Claims resolution process (as more specifically described in the Plan and the Creditor Representative Plan Supplement); and

WHEREAS, among other things, execution of this Cooperation Agreement is intended to satisfy the Reorganized Debtors' obligations to deliver such documents under the Litigation Trust Agreement and to permit the Creditor Representative and its professionals (including, without limitation, Claims Counsel (as defined in the Creditor Representative Plan Supplement)) to carry out their designated Claims resolution functions under the Plan and the Creditor Representative Plan Supplement.

NOW THEREFORE, in consideration of the above-stated premises, the mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

ARTICLE I.
OBLIGATIONS AND RIGHTS

Section 1.1 Cooperation. On and after the Effective Date, the Reorganized Debtors agree to make commercially reasonable efforts to cooperate in connection with (i) the Litigation

Trust's pursuit of the Litigation Trust Claims and (ii) the Creditor Representative's designated Claims resolution functions, as follows:

(a) Providing the Litigation Trustee (or its professionals) upon written request (including electronic mail) of the Litigation Trustee (or its professionals) reasonable access to information and cooperation regarding the Litigation Trust Claims, including, but not limited to, delivery of documents in the possession of, or witnesses under the control of, the Reorganized Debtors, to the extent that the Litigation Trustee could obtain the same by subpoena, notice of deposition or other permissible discovery request (a "**Discovery Request**"), without the need for a Discovery Request.

(b) Providing the Creditor Representative (or its professionals, including, without limitation, Claims Counsel) upon written request (including electronic mail) of the Creditor Representative (or its professionals, including, without limitation, Claims Counsel) reasonable access to information and cooperation regarding Disputed Claims and the Claims resolution process, including, but not limited to, delivery of documents in the possession of, or under the control of, the Reorganized Debtors, to the extent that the Creditor Representative could obtain the same by a Discovery Request, without the need for a Discovery Request.

(c) Using commercially reasonable efforts to cause witnesses under the Reorganized Debtors' control to appear at any trial of the causes of action asserted in the Ligation Trust Claims, without the need for the Litigation Trustee to serve a trial subpoena upon such witness, so long as such appearances, individually or in the aggregate, do not unreasonably or materially detract from or interfere with such individual's responsibilities to the Reorganized Debtors or the Reorganized Debtors' ability to conduct their business operations.

(d) At the reasonable request of the Litigation Trustee, take, or cause to be taken, all such further action as the Litigation Trustee may request in order to evidence or effectuate the transfer of the Litigation Trust Assets to the Litigation Trust, provided that the Litigation Trustee shall prepare at its own expense any documents it determines should be executed to evidence or effectuate the transfer of the Litigation Trust Assets to the Litigation Trust.

(e) Using commercially reasonable efforts to retain all books, records and other documents supporting the Litigation Trust Claims and not destroying any such records until after the termination of the Litigation Trust. In the event that (i) no litigation has been commenced with respect to the Litigation Trust Claims within one (1) year of the Effective Date or (ii) litigation with respect to the Litigation Trust Claims has been pending for more than three (3) years, the Reorganized Debtors may request the Litigation Trustee's consent to cease their retention of the books, records and other documents supporting the Litigation Trust Claims (which consent may be granted or withheld in the Litigation Trustee's sole discretion). To the extent a formal or informal document request, subpoena or other demand for production of documents related to a Litigation Trust Claim is served upon the Reorganized Debtors by a defendant in an action pursued by or on behalf of the Litigation Trust and the Litigation Trust is in possession, custody or control of all or part of the responsive documents, the Reorganized Debtors may demand that the Litigation Trust be responsible for producing such responsive

documents in the Litigation Trust's possession, custody or control and the Litigation Trust shall undertake such production.

(f) Using commercially reasonable efforts to retain all books, records and other documents related to the Disputed Claims and not destroying any such records related to any such Disputed Claim until the resolution of such Disputed Claim.

(g) Prior to the Effective Date, the Debtors shall provide the Litigation Trustee with a list of all Claims arising from wages or other remuneration in connection with the performance of services as an employee of a Debtor for any period prior to the Commencement Date (an "**Employment Claim**") (i) with respect to which a timely proof of claim was filed in the Reorganization Cases or (ii) which were listed on the Debtors' schedules of assets and liabilities filed in the Reorganization Cases. As set forth in the Plan, distributions by the Litigation Trust with respect to Employment Claims are subject to (i) the employer portion of taxes, and like obligations payable to a governmental authority (including, without limitation, social security, Medicare, unemployment, and disability ("**Employer Portion**"), which shall be the sole responsibility of the Reorganized Debtors, and (ii) withholding for federal, state and local income taxes and the employee portion of social security and Medicare (the "**Withholdings**"). The Reorganized Debtors hereby agree to act as disbursing agent on behalf of the Litigation Trust for all distributions in respect of Employment Claims (the "**Employment Claim Distributions**"), and in connection therewith, the Litigation Trust shall remit to the Reorganized Debtors the Employment Claim Distributions (from which the Withholdings shall be withheld and remitted to the applicable authorities). The Reorganized Debtors shall timely arrange (i) to withhold, report and remit the Withholdings to the applicable authorities in accordance with applicable laws and regulations, from the funds so remitted, using the Reorganized Debtors' payroll system and applicable employer identification numbers, and (ii) to distribute the balance of the Employment Claim Distributions to each of the applicable beneficiaries of the Litigation Trust. The Reorganized Debtors shall pay all Employer Portions with respect to the Employment Claim Distributions and shall report to the applicable authorities in accordance with applicable laws and regulations from the Reorganized Debtors' own funds. The parties further agree to cooperate with all reasonable requests for assistance and information relating to the Employment Claim Distributions, and their respective obligations hereunder.

(h) Without limiting the generality of any of the cooperation and access provisions herein, on the Effective Date and periodically thereafter, only to the extent existing and as periodically may be updated by the Reorganized Debtors, the Reorganized Debtors shall provide the Creditor Representative with a file or database in searchable electronic format (or other similar format) and information which shall include, to the extent reasonably available, (i) claimant name, amount, and status of Claim and (ii) any of the Reorganized Debtors' (or their professionals) estimates as to the Allowed amount of such Claim; as to Disputed Claims. For the avoidance of doubt, nothing in this subsection shall require the Reorganized Debtors to create or generate any reports for the benefit of the Creditor Representative, but only to provide reports containing the foregoing information in the Reorganized Debtors' possession, if any.

(i) All references in this Section 1.1 (and elsewhere in this Agreement) to cooperation and similar obligations running in favor of the Litigation Trustee and/or the Creditor Representative, shall be deemed also to run in favor of (x) the Litigation Trustee's agents and

representatives retained by the Litigation Trustee to pursue the Litigation Trust Claims (including, for example, counsel, accountants and financial advisors) and (y) the Creditor Representative's agents and representatives retained by the Creditor Representative to participate in the Claims resolution process (including, for example, counsel, accountants and financial advisors), provided that the Litigation Trustee, the Creditor Representative and their respective agents and representatives shall endeavor to use commercially reasonable efforts to coordinate between and among themselves with respect to requests made to the Reorganized Debtors in order to minimize burdens on the Reorganized Debtors.

Section 1.2 Access.

(a) Access with respect to individuals shall include, without limitation, reasonable access by telephone, periodic meetings, interviews, and appearance of such employees as witnesses (by affidavits, at depositions and at trials, as necessary) and availability for preparation as a witness during normal business hours, so long as the foregoing, individually or in the aggregate, do not unreasonably or materially detract from or interfere with such individual's responsibilities to the Reorganized Debtors or the Reorganized Debtors' ability to conduct their business operations.

(b) Access to documents shall include, without limitation, making reasonably available for inspection during normal business hours and, at the request of the Litigation Trustee or the Creditor Representative, delivering all documents, instruments, books, and records (except for privileged documents as set forth below) held by the Reorganized Debtors or their professionals (including those maintained in electronic format and original documents) reasonably related to the Litigation Trust Claims or the Claims resolution process, as applicable, which documents shall include, without limitation, accounting and financial records, e-mail records, contracts, reports, documents and other instruments.

(c) For purposes of the transfer of documents, the Litigation Trust is an assignee and successor to the Debtors in respect of the Litigation Trust Claims and shall be treated as such in any review of confidentiality restrictions in requested documents.

(d) Access to documents shall also include the Reorganized Debtors' reasonable coordination with the Litigation Trustee to provide the Litigation Trust and its professionals with reasonable access to and copies of electronic databases of documents containing the documents provided to McKool Smith Hennigan in connection with its investigation of the Estate Accounting-Related Causes of Action.

(e) The parties agree to make commercially reasonable efforts to work together constructively to structure the access and delivery requirements so as not to unreasonably or materially detract from or interfere with, individually or in the aggregate, any individual's responsibilities to the Reorganized Debtors or the Reorganized Debtors' ability to conduct their business operations; provided, however, that it is understood and agreed that the Reorganized Debtors shall at all times use commercially reasonable efforts to provide such assistance in a timely manner, so as to enable (i) the Litigation Trustee to timely pursue the Litigation Trust Claims, it being understood that time may be of the essence in certain instances where the Litigation Trust is under deadlines in connection with certain statutes of limitation or

court hearing or filing deadlines and (ii) the Creditor Representative to timely fulfill its designated Claims resolution functions. The Litigation Trustee and the Creditor Representative, respectively, will provide the Reorganized Debtors as much notice as is reasonably practical in requesting cooperation under this Agreement.

Section 1.3 No Limitation on Access. Notwithstanding anything in this Agreement to the contrary, the parties acknowledge and agree that nothing herein shall limit, modify or expand the Litigation Trustee's and the Creditor Representative's respective rights under applicable law to seek and obtain information, documents or to take depositions of any person by subpoena or otherwise pursuant to legal process, regardless of whether or not an obligation of cooperation is owed hereunder with respect to such information, documents or depositions or any demands made under this Agreement shall have been complied with in full or in part or any remedy with respect to any actual or purported breach or noncompliance with this Agreement has been sought; provided, however, that in connection with any exercise of rights by the Litigation Trustee or the Creditor Representative to seek and obtain information, documents or to take depositions of any person by subpoena or otherwise pursuant to legal process, the Reorganized Debtors shall retain any objections or defenses to such exercise of rights that they may have under applicable law.

Section 1.4 Preservation of Privilege and Defenses – Litigation Trustee. Any attorney-client privilege, work-product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Litigation Trust or provided to the Litigation Trustee on behalf of the Litigation Trust shall vest in the Litigation Trustee and its representatives, and the Reorganized Debtors and the Litigation Trustee are authorized to take all necessary actions to effectuate the transfer of such privileges and available defenses; provided, however, that such transferred privileges and defenses may not be waived by the Litigation Trustee except with the consent of the Reorganized Debtors, such consent not to be unreasonably withheld; provided, further, however, that to the extent the Reorganized Debtors inadvertently transfer to the Litigation Trustee any document to which a privilege or immunity attaches which the Reorganized Debtors contend does not reasonably relate to the Litigation Trust Claims, (any such document, an "**Inadvertently Provided Document**"), the Reorganized Debtors may, in writing following actual discovery of such inadvertent production, request the return of any Inadvertently Provided Document. A request for the return of an Inadvertently Provided Document shall identify the document inadvertently provided and the basis for withholding such document from production. If the Reorganized Debtors request the return, pursuant to this paragraph, of any such Inadvertently Provided Document then in the custody of the Litigation Trustee, the Litigation Trust shall within ten (10) business days (a) return to the Reorganized Debtors the Inadvertently Provided Document and all copies thereof; and (b) destroy all notes or other work product reflecting the content of such Inadvertently Provided Document. The Litigation Trust may then, in its sole discretion, move the Bankruptcy Court or other court of competent jurisdiction for an order compelling the provision of the material pursuant to the terms of this Agreement, but shall not contend, irrespective of the factors set forth in Federal Rule of Evidence 502(b), that the provision of the document constituted a waiver of any applicable privilege or immunity.

Section 1.5 Preservation of Privileges and Defenses – Creditor Representative. Any attorney-client privilege, work-product privilege, or other privilege or immunity attaching to any

documents or communications (whether written or oral) provided to the Creditor Representative (or its professionals, including, without limitation, Claims Counsel) by the Reorganized Debtors (or their professionals) on account of and with respect to the Claims resolution process, shared between the Reorganized Debtors and the Creditor Representative, are intended to remain protected and effective to the maximum extent allowed by law. It is the express intent of the Reorganized Debtors and the Creditor Representative that, by exchanging documents or communications (whether written or oral), neither of them waive (or be deemed to have waived) any attorney-client privilege, work-product privilege, or other privilege or immunity. Neither the Reorganized Debtors nor the Creditor Representative will be estopped from arguing that the attorney-client privilege, work-product privilege, or other privilege or immunity does not apply to any materials or information so exchanged.

Section 1.6 Confidentiality. The Reorganized Debtors shall have the ability to reasonably designate certain business information that represents trade secrets, confidential research, development or commercial or strategic information that the Reorganized Debtors reasonably believe, if disclosed to competitors, suppliers or vendors, would put the Reorganized Debtors at a competitive disadvantage (the "**Highly Confidential Material**"). The term "**Highly Confidential Material**" shall not include information which (i) is or becomes generally available to, or known by, the public other than as a result of the unauthorized disclosure by the Litigation Trustee or the Creditor Representative; or (ii) becomes available to the Litigation Trustee or the Creditor Representative on a non-confidential basis from a source other than the Reorganized Debtors or any of their advisors, agents or affiliates, provided that the information from such source is not known by the Litigation Trustee or the Creditor Representative to be subject to a confidentiality agreement with, or other obligation of secrecy to, the Reorganized Debtors or any other party, whether by a contractual, legal or fiduciary obligation, or subject to any other prohibition against disclosing such information. If the Reorganized Debtors designate information as highly confidential, the Litigation Trustee and the Creditor Representative, respectively, hereby agree that they will use (directly or indirectly) the Highly Confidential Material obtained herein solely in connection with (i) the Litigation Trust's pursuit of the Litigation Trust Claims and (ii) the Claims resolution process, as applicable, and, except as set forth below, shall only provide such information to the Litigation Trustee and its retained professionals or the Creditor Representative and its retained professionals (including, without limitation, Claims Counsel), as applicable. The Highly Confidential Material will be kept confidential by the Litigation Trust and the Creditor Representative, respectively; provided, however, that nothing herein shall be deemed to restrict the Litigation Trustee or the Creditor Representative from disclosing the Highly Confidential Material to the Bankruptcy Court or other court of competent jurisdiction orally or in writing (under appropriate seal as provided herein) (x) with the Reorganized Debtors' prior written consent, (y) if required by law, regulation, rules of any securities exchange, court order, rule, deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process, securities or stock exchange, self-regulatory organization, governmental agency, or regulatory body, or (z) under seal or protective order to the extent reasonably necessary to (i) prosecute the Litigation Trust Claims and (ii) participate in the Claims resolution process in accordance with the Plan, as applicable; provided, further, that, to the extent reasonably practical and so long as the information is otherwise discoverable, the Litigation Trustee or the Creditor Representative shall provide five (5) business days' notice (unless exigent circumstances do not afford time for such notice, in which case the Litigation Trustee or the Creditor Representative shall endeavor to

provide as much notice as possible) to the Reorganized Debtors before disclosing such material to such court to allow the Reorganized Debtors to obtain a protective order or agreement (if they choose to do so), and if the Reorganized Debtors do not obtain a protective order or agreement, the Litigation Trustee or the Creditor Representative shall make any such disclosure under seal, unless such court orders otherwise. In the event that the Litigation Trustee or the Creditor Representative is required or requested (i) by a court of competent jurisdiction, (ii) in connection with a foreign proceeding or litigation, or (iii) by a federal, state or local governmental or regulatory authority, in each case, to disclose any Highly Confidential Material supplied to the Litigation Trustee or the Creditor Representative, the Litigation Trustee or the Creditor Representative, as applicable, will provide the Reorganized Debtors with prompt written notice of such request or requirements so that the Reorganized Debtors and/or their affiliates may seek, at their sole cost and expense, an appropriate protective order or agreement and/or seek appropriate approvals from the Bankruptcy Court and/or any other court, tribunal or governmental or regulatory authority having jurisdiction over the relevant action, litigation, proceeding or hearing, as applicable; provided that in the absence of a protective order or agreement entered by the Bankruptcy Court and/or any other court, tribunal or governmental or regulatory authority having jurisdiction or the receipt of a waiver hereunder, the Litigation Trustee or the Creditor Representative may only disclose that portion of the Highly Confidential Material that its counsel advises to be disclosed to such court, tribunal or governmental or regulatory authority without liability hereunder. Notwithstanding anything to the contrary, to the extent that the Litigation Trustee or the Creditor Representative is subject to examination by a regulatory authority or bank auditor, it shall not be in breach of its obligations hereunder if it permits such regulatory authority or bank auditor to review the Highly Confidential Material, without notice to any persons, in connection with a review of the Litigation Trustee's or the Creditor Representative's respective files.

Section 1.7 Responsibility for Expenses Incurred Under Cooperation Agreement. The Reorganized Debtors shall bear the sole cost of any expenses incurred by them in connection with the Litigation Trust's and the Creditor Representative's respective, commercially reasonable requests hereunder, including, without limitation, any employee's out of pocket travel costs, any fees or expenses of the Reorganized Debtors' professionals, any costs associated with the production of documents (including copying and shipping costs and the time of any employees associated with responding to document requests), or for time spent by any employee of the Reorganized Debtors on matters related to this Agreement. For the avoidance of doubt, the Litigation Trustee or the Creditor Representative, as applicable, shall bear the sole cost of any expenses incurred by it under this Agreement, which may be paid from the Creditor Representative Assets as set forth in the Plan and in accordance with the Litigation Trust Agreement and the Creditor Representative Plan Supplement.

Section 1.8 Relationship to, and Incorporation of, the Plan. The principal purpose of this Cooperation Agreement is to aid in the implementation of the Plan and the Confirmation Order, and therefore this Cooperation Agreement incorporates the provisions of the Plan and the Confirmation Order by this reference. If any provisions of this Cooperation Agreement 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: (i) the Confirmation Order; (ii) the Plan; and (iii) this Cooperation Agreement.

ARTICLE II.
TERM OF THIS AGREEMENT

Section 2.1 General. This Agreement shall terminate automatically (i) with respect to the Litigation Trustee, upon the termination of the Litigation Trust in accordance with the Litigation Trust Agreement; and (ii) with respect to the Creditor Representative, the resolution of all Claims.

ARTICLE III.
MISCELLANEOUS

Section 3.1 Notices. All notices, requests or other communications required or permitted to be made in accordance with this Cooperation Agreement shall be in writing and shall be effective when either served by hand delivery, electronic mail, electronic facsimile or pdf format transmission, express overnight courier service, or by registered or certified mail, return receipt requested, addressed to the parties at their respective addresses set forth below, or to such other address or addresses as either party may later specify by written notice to the other:

(a) To the Litigation Trust: to the address designated in the Litigation Trust Agreement;

(b) To the Creditor Representative: to the address designated in the Creditor Representative Plan Supplement; or

(c) To the Reorganized Debtors: to the persons as the Reorganized Debtors may designate from time to time.

Section 3.2 Effectiveness. This Cooperation Agreement shall become effective when each party hereto shall have received counterparts thereof signed by all the other parties hereto, and is subject to the occurrence of the Effective Date of the Plan.

Section 3.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

Section 3.4 Specific Performance. It is understood and agreed by the parties to this Agreement that money damages would be an insufficient remedy for any breach of this Agreement by any party and each non-breaching party shall be entitled to specific performance and injunctive or other equitable relief as a remedy of any such breach, including, without limitation, an order of the Bankruptcy Court or other court of competent jurisdiction requiring any party to comply promptly with any of its obligations hereunder; provided, however, that in the event the Reorganized Debtors determine that compliance with a request for cooperation (i) relating to a Litigation Trust Claim made by the Litigation Trustee under this Agreement would impose a financial burden on them that is reasonably likely to exceed the potential value of such Litigation Trust Claim, the Reorganized Debtors may refuse such request, and the Litigation Trustee shall only be entitled to specific performance under the terms of this Agreement to the extent that the Litigation Trustee petitions the Bankruptcy Court or other court of competent jurisdiction and such court determines that the Reorganized Debtors' refusal was not

commercially reasonable considering the reasonably likely potential value of such Litigation Trust Claim as compared to the financial burden imposed on the Reorganized Debtors in complying with such request or (ii) relating to a Disputed Claim would impose a financial burden on them that is reasonably likely to exceed the approximate distribution on the reasonably estimated Allowed amount of such Claim, the Reorganized Debtors may refuse such request, and the Creditor Representative shall only be entitled to specific performance under the terms of this Agreement to the extent that the Creditor Representative petitions the Bankruptcy Court or other court of competent jurisdiction and such court determines that the Reorganized Debtors' refusal was not commercially reasonable considering the reasonably likely approximate distribution on the reasonably estimated Allowed amount of such Claim as compared to the financial burden imposed on the Reorganized Debtors in complying with such request.

Section 3.5 Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the rules of conflict of laws of the State of New York or any other jurisdiction. The parties agree that the Bankruptcy Court will have exclusive jurisdiction of all matters arising out of or in connection with this Agreement until the closing of the Reorganization Cases, and thereafter the parties agree that the United States District Court for the Southern District of New York shall have exclusive jurisdiction of all matters arising out of or in connection with this Agreement.

Section 3.6 Severability; Validity. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but to the extent that any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, unless doing so would alter the fundamental agreements expressed in this Agreement, and to such end, the provisions of this Agreement are agreed to be severable.

Section 3.7 Independent Contractor Status. The Reorganized Debtors and Litigation Trust and the Reorganized Debtors and the Creditor Representative, respectively, shall each be deemed to be an independent contractor of the other and employees of any such party shall at all times be regarded only as employees of such party. Nothing contained in this Cooperation Agreement shall create or be deemed to create an employment, agency, fiduciary, joint venture or partnership relationship between the Reorganized Debtors or Litigation Trust, on the one hand, or any of such other parties' employees, on the other hand or between the Reorganized Debtors or Creditor Representative, on the one hand, or any of such other parties' employees, on the other hand.

Section 3.8 No Waiver. The Reorganized Debtors and the Litigation Trust and the Reorganized Debtors and the Creditor Representative, respectively, agree that no failure or delay by either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, and that no single or partial exercise thereof will preclude any other or further exercise thereof or the exercise of any right, power and privilege hereunder.

Section 3.9 Entire Agreement. This Cooperation Agreement and the Plan contain the entire agreement of the parties concerning the subject matter hereof, and no modification of this

Cooperation Agreement or waiver of the terms and conditions hereof will be binding upon the parties unless approved in writing by the parties.

Section 3.10 Authorization. Each of the undersigned individuals represents and warrants that he/she has the power and authority to enter into this Cooperation Agreement and bind their respective companies or trust as its authorized representatives.

Section 3.11 Titles. The section titles used herein are for convenience only and shall not be considered in construing or interpreting any of the provisions of this Cooperation Agreement.

Section 3.12 Binding Effect. The parties agree that this Cooperation Agreement is for the benefit of and shall be binding upon the parties and their respective representatives, transferees, successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Cooperation Agreement or caused this Cooperation Agreement to be duly executed by their respective representatives thereunto duly authorized as of the day and year first above written.

REORGANIZED RMC, on behalf of itself and the other Reorganized Debtors

By:_____
Name:_____
Title:_____

CRAIG R. JALBERT, Litigation Trustee of the Litigation Trust Established Under the Litigation Trust Agreement dated [December/January __], [2013/2014] pursuant to the First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and its Affiliated Debtors

By:_____
Craig R. Jalbert,
as Litigation Trustee

CRAIG R. JALBERT, Creditor Representative Established Under the Creditor Representative Plan Supplement dated [December/January __], [2013/2014] pursuant to the First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and its Affiliated Debtors

By:_____
Craig R. Jalbert,
as Creditor Representative

[SIGNATURE PAGE TO COOPERATION AGREEMENT]

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EXHIBIT P

Estate Accounting Related COA

ESTATE ACCOUNTING-RELATED CAUSES OF ACTION TRUST AGREEMENT

This Estate Accounting-Related Causes of Action Trust Agreement (the "**Trust Agreement**"), made this [__] day of December, 2013 by and between (a) Rural/Metro Corporation ("**RMC**") on behalf of itself and the other Debtors and (b) Brent I. Kugman, as trustee for the liquidating trust established pursuant to this Trust Agreement (such trustee, and each successor trustee, collectively referred to as the **Trustee**") is executed to facilitate the implementation of the 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**") that provides for the establishment of the Estate Accounting-Related Causes of Action trust created hereby (the "**Trust**"). Each of the Debtors (or, after the Effective Date, the "**Reorganized Debtors**") and the Trustee are sometimes referred to individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS

WHEREAS, the Debtors filed for protection under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") on August 4, 2013 (the "**Petition Date**") (RMC and the other debtors and debtors in possession filing thereunder, the "**Debtors**") in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**");

WHEREAS, on [_____], the Bankruptcy Court entered its order confirming the Plan (the "**Confirmation Order**");

WHEREAS, the Plan (including, without limitation, Section 12.2 of the Plan) provides, among other things, as of the effective date of the Plan (the "**Effective Date**") and at the option of the Required Consenting Noteholders, which option the Required Consenting Noteholders have selected, for (a) the creation of the Trust and the creation of the beneficial interests in the Trust for the benefit of the Trust Beneficiaries, (b) the transfer to the Trust of the Trust Assets, (c) the administration and liquidation of the Trust Assets and the distribution of the proceeds therefrom to the Trust Beneficiaries in accordance with this Trust Agreement, the Plan and the Confirmation Order (together, the "**Directives**");

WHEREAS, pursuant to Treasury Regulation section 301.7701-4(d), the Trust is being created for the primary purpose of liquidating the Trust Assets in an expeditious but orderly manner for the benefit of the Trust Beneficiaries, with no objective to continue or engage in the conduct of a trade or business;

WHEREAS, the Trust is intended to qualify as a "grantor trust" for U.S. federal income tax purposes, pursuant to sections 671-677 of the IRC, with the Trust Beneficiaries to be treated as the grantors of the Trust and deemed to be the owners of the Trust Assets (subject to the rights of creditors of the Trust), and, consequently, the transfer of the Trust Assets to the Trust shall be treated as a deemed transfer of those assets from the Debtors to the Trust Beneficiaries followed by a deemed transfer by such Trust Beneficiaries to the Trust for federal income tax purposes;

WHEREAS, the Trustee was duly appointed as a representative of the Debtors' Estates pursuant to sections 1123(a)(5), (a)(7), and (b)(3)(B) of the Bankruptcy Code to hold and pursue the Assigned Actions; and

NOW, THEREFORE, pursuant to the Plan and the Confirmation Order, in consideration of the premises, the mutual agreements of the Parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and affirmed, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS

For all purposes of this Trust Agreement, capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in Annex A attached hereto and made part hereof. Capitalized terms used herein and not otherwise defined herein or in Annex A shall have the meanings ascribed to such terms in the Plan. Unless otherwise specified, Article, Section and Paragraph references herein are to Articles, Sections and Paragraphs of this Trust Agreement.

ARTICLE II
ESTABLISHMENT OF THE TRUST

2.1 Establishment of Trust and Appointment of Trustee.

(a) Pursuant to the Plan, the Parties hereby establish a trust which shall be known as the "Trust" on behalf of the Trust Beneficiaries.

(b) The Trustee is hereby appointed as trustee of the Trust effective as of the Effective Date and agrees to accept and hold the assets of the Trust in trust for the Trust Beneficiaries subject to the terms of the Plan, the Confirmation Order and this Trust Agreement. The Trustee and each successor trustee serving from time to time hereunder shall have all the rights, powers and duties set forth herein.

(c) Subject to the terms of this Trust Agreement, any action by the Trustee which affects the interests of more than one Trust Beneficiary shall be binding and conclusive on all Trust Beneficiaries, even if such Trust Beneficiaries have different or conflicting interests.

(d) The Trustee may serve without bond.

(e) For the avoidance of doubt, the Trustee is not an officer, director or fiduciary of any of the Reorganized Debtors.

2.2 Transfer of Trust Assets. Pursuant to the Plan, as of the Effective Date:

(a) Debtors hereby transfer, assign, and deliver to the Trust, without recourse, all of their respective rights, title, and interests in and to the Trust Assets free and clear of any and all liens, claims, encumbrances or interests of any kind in such property. Any such transfer shall be treated for U.S. federal income tax purposes as described in Section 7.1 herein.

(b) Without limiting the generality of the foregoing, Debtors hereby transfer, assign, and deliver to the Trust and the Trustee, without waiver, all of their respective rights, title, and interests in and to any privilege or immunity attaching to any documents or communications (whether written or oral) associated with the Estate Accounting-Related Causes of Action (collectively, "**Privileges**" and, together with the Estate Accounting-Related Causes of Action, the "**Assigned Actions**"), which shall vest in the Trustee and the Trust, in trust, and, consistent with section 1123(b)(3)(B) of the Bankruptcy Code, for the benefit of the Trust Beneficiaries, *provided, however*, that such transferred Privileges may not be waived by the Trustee except with the consent of the Reorganized Debtors, such consent not to be unreasonably withheld. For purposes of the transfer of documents, the Trust is an assignee and successor to the Debtors in respect of the Assigned Actions and shall be treated as such in any review of confidentiality restrictions in requested documents. For purposes of this Section 2.2(b), "privilege" means attorney-client privilege or work-product protection (or both as the case may be) as those terms are defined in Federal Rule of Evidence 502(g).

(c) The Debtors and Reorganized Debtors shall cooperate with the Trustee and shall take all reasonable actions to deliver or cause to be delivered to the Trustee the documents required in connection with the Assigned Actions whether held by the Debtors or Reorganized Debtors, their agents, advisors, attorneys, accountants or any other professional hired by the Debtors or Reorganized Debtors.

2.3 Governance of the Trust. The Trust shall be governed by the Trustee. The Trustee's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purposes of the Trust and not otherwise.

2.4 [intentionally omitted.]

2.5 Title to the Trust Assets. The transfer of the Trust Assets to the Trust pursuant to Section 2.2 hereof is being made by the Debtors for the sole benefit, and on behalf of, the Trust Beneficiaries. Upon the transfer of the Trust Assets to the Trust, the Trust shall succeed to all of the Debtors' and Trust Beneficiaries' rights, title and interests in the Trust Assets and no other entity shall have any interest, legal, beneficial, or otherwise, in the Trust or the Trust Assets upon their assignment and transfer to the Trust (other than as provided herein or in the Plan).

2.6 Nature and Purpose of the Trust.

(a) Purpose. The Trust is organized and established as a trust pursuant to which the Trustee, subject to the terms and conditions contained herein and in the Plan, is to (i) hold the Trust Assets and dispose of the same in accordance with this Trust Agreement and the Plan in accordance with Treasury Regulation section 301.7701-4(d), and (ii) oversee and direct the expeditious but orderly liquidation of the Trust Assets. The primary purpose of the Trust is to liquidate the Trust Assets with no objective to continue or engage in the conduct of a trade or business.

(b) Relationship. This Trust Agreement is intended to create a trust and a trust relationship and to be governed and construed in all respects as a trust. The Trust is not

intended to be, and shall not be deemed to be, or be treated as, a general partnership, limited partnership, joint venture, corporation, joint stock company or association, nor shall the Trustee or the Trust Beneficiaries, or either of them, for any purpose be, or be deemed to be or treated in any way whatsoever to be, liable or responsible hereunder as partners or joint venturers. The relationship of the Trust Beneficiaries to the Trustee shall be solely that of beneficiaries of a trust and shall not be deemed a principal and agency relationship, and their rights shall be limited to those conferred upon them by this Trust Agreement.

2.7 Cooperation of Reorganized Debtors. The Reorganized Debtors shall cooperate with the Trustee in the administration of the Trust, it being understood and agreed that the Reorganized Debtors are not a fiduciary or agent of the Trust and owe no duties or obligations to the Trust or the Trust Beneficiaries except as expressly set forth in this Trust Agreement or the Plan.

2.8 Appointment as Representative. Pursuant to section 1123(b)(3) of the Bankruptcy Code, the Trustee shall be the duly appointed representative of the Estates for certain limited purposes, and, as such, to the extent provided herein, the Trustee succeeds to the rights and powers of a trustee in bankruptcy solely with respect to prosecution of the Assigned Actions for the benefit of the Trust Beneficiaries. To the extent that any Assigned Actions cannot be transferred to the Trust because of a restriction on transferability under applicable non-bankruptcy law that is not superseded or preempted by section 1123 of the Bankruptcy Code or any other provision of the Bankruptcy Code, such Trust Assets shall be deemed to have been retained by the Reorganized Debtors (other than for tax purposes) and the Trustee shall be deemed to have been designated as a representative of the Debtors' Estates to the extent provided herein pursuant to section 1123(b)(3)(B) of the Bankruptcy Code solely to enforce and pursue such Assigned Actions on behalf of the Estates. Notwithstanding the foregoing, all net proceeds of the Trust Assets shall be distributed consistent with the provisions of the Plan and this Trust Agreement in accordance with the Directives. For avoidance of doubt, any Assigned Action subject to this Section 2.8 shall be treated by the Parties for U.S. federal, state and local income tax purposes as a disposition of the Assigned Action by the Reorganized Debtors as described in Section 7.1 below.

2.9 Relationship to, and Incorporation of, the Plan. The principal purpose of this Trust Agreement is to aid in the implementation of the Plan and the Confirmation Order, and therefore this Trust Agreement incorporates the provisions of the Plan and the Confirmation Order by this reference. To that end, the Trustee 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 implementation of the Plan that directly affect the interests of the Trust, and to seek any orders from the Bankruptcy Court in furtherance of this Trust Agreement. As among the Trust, the Trustee, the Trust Beneficiaries, the Debtors and the Reorganized Debtors, if any provisions of this Trust Agreement 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 Trust Agreement.

ARTICLE III
TRUST INTERESTS

3.1 Trust Interests. Beneficial interests in the Trust to be deemed distributed to the Trust Beneficiaries and the right to receive distributions on account of such beneficial interests (the "**Trust Interests**") will be represented by book entries on the books and records of the Trust.

3.2 Allocation of Trust Interests. In accordance with the Plan, Trust Interests shall be allocated and distributed to holders of Allowed Noteholder Claims and Allowed Other Unsecured Claims, on a pro rata basis, based on any such holder's Allowed Noteholder Claims and/or Allowed Other Unsecured Claims, as applicable, as a percentage of all Allowed Noteholder Claims and Allowed Other Unsecured Claims. Distribution of all Trust Interests shall be subject to the process established in the Plan for allowance of and distributions on account of Noteholder Claims and Other Unsecured Claims.

3.3 Trust Interests Beneficial Only. The ownership of a Trust Interest shall not entitle any Trust Beneficiary to any title in or to the assets of the Trust as such (which title shall be vested in the Trust) or to any right to call for a partition or division of the assets of the Trust or to require an accounting.

3.4 Identification of Holders of Trust Interests. The Trust will not issue any certificate or certificates to evidence any Trust Interests. The record holders of Trust Interests shall be recorded and set forth in a register maintained by the Trustee expressly for such purpose (the "**Register**"). Such Register shall be updated from time to time as Disputed Other Unsecured Claims become Allowed Other Unsecured Claims. On the Effective Date, and periodically thereafter (but in any event, not less than monthly), the Reorganized Debtors shall provide the Trustee with a file or database in searchable electronic format and information which shall include, to the extent reasonably available, (i) claimant name, amount, mailing address, telephone number, e-mail address, and status of Claim and (ii) social security number or employer or taxpayer identification number as assigned by the IRS and related documentation and taxpayer information (including, but not limited to, completed Form W-8 or Form W-9 documentation); as to the Allowed Noteholder Claims, the Allowed Other Unsecured Claims and as to the Disputed Other Unsecured Claims that have become Allowed Other Unsecured Claims, *provided, however*, that none of the Reorganized Debtors or their agents, professionals, contractors or employees shall otherwise have any responsibility or liability for the maintenance of the Register. All references in this Trust Agreement to holders of Trust Interests shall be read to mean holders of record as set forth in the official Register maintained by the Trustee and shall not mean any beneficial owner not recorded on such official registry.

3.5 Non-Transferability of Trust Interests. No transfer, assignment, pledge or hypothecation of any Trust Interests, either in whole or in part, shall be permitted except with respect to a transfer (a) by a Trust Beneficiary to any corporation, partnership or other organization in which such Trust Beneficiary is the beneficial owner of more than 50% of the equity securities or equity interests, (b) by a Trust Beneficiary to any person that owns, directly or indirectly, more than 50% of the voting securities of such Trust Beneficiary, (c) by operation of law, or (d) by will or under the laws of descent and distribution; *provided, however*, that a Trust Beneficiary, at its sole cost and expense, may forfeit and abandon its Trust Interests and shall give written notice to the Trustee of any such forfeiture and abandonment. Any transfer permitted under this Section 3.5 will not be effective until and unless the Trustee receives written

notice of such transfer. In addition to compliance with Article X hereof, the limitations imposed by this Section 3.5 on the transferability of Trust Interests may not be amended without the approval of the Bankruptcy Court after proper notice.[1]

3.6 Exemption from Registration. The parties hereto intend that the rights of the Trust Beneficiaries arising under this Trust shall not be "securities" under applicable laws, but none of the parties hereto represent or warrant that such rights shall not be securities or shall be entitled to exemption from registration under applicable securities laws. If such rights constitute securities, the parties hereto intend for the exemption from registration provided by section 1145 of the Bankruptcy Code and under applicable securities laws to apply to their issuance under the Plan.

3.7 Change of Address. A Trust Beneficiary may, after the Effective Date, select an alternative distribution address by providing notice to the Trustee identifying such alternative distribution address. Such notification shall be effective only upon receipt by the Trustee. Absent actual receipt of such notice by the Trustee, the Trustee shall not recognize any such change of distribution address.

3.8 Tax Identification Numbers. The Trustee may require any Trust Beneficiary or other distributee to furnish to the Trustee its social security number or employer or taxpayer identification number as assigned by the IRS and complete any related documentation (including but not limited to a Form W-8 or Form W-9), and the Trustee may condition any distribution to any Trust Beneficiary upon the receipt of such information and the receipt of such other documents as the Trustee reasonably requests.

ARTICLE IV
RIGHTS, POWERS AND DUTIES OF TRUSTEE

4.1 Role of the Trustee. In furtherance of and consistent with the purpose of the Trust and the Plan, subject to the terms and conditions contained herein and in the Plan, the Trustee shall (i) hold the Trust Assets for the benefit of Trust Beneficiaries as described in the Directives, and (ii) make distributions of Proceeds and other Trust Assets in accordance with the Directives. The Trustee shall be responsible for all decisions and duties with respect to the Trust and the Trust Assets. In all circumstances, the Trustee shall act in the best interests of all Trust Beneficiaries and in furtherance of the purpose of the Trust, and shall use commercially reasonable efforts to dispose of the Trust Assets and to make timely distributions and not unduly prolong the duration of the Trust.

4.2 Prosecution of Assigned Actions. Subject to the provisions of this Trust Agreement, the Trustee shall hold, pursue, prosecute, release, settle, abandon, sell, convey, or otherwise dispose of, as the case may be, any and all Assigned Actions (including any counterclaims to the extent such counterclaims are set off against the proceeds of any such Assigned Actions).

[1] [Note to draft: subject to continuing review.]

4.3 Authority to Settle Assigned Actions.

(a) The Trustee shall be empowered and authorized to settle, abandon, sell, convey, or otherwise dispose of any Assigned Actions (including any counterclaims to the extent such counterclaims are set off against the proceeds of any such Assigned Actions).

(b) Any determinations by the Trustee with regard to the amount or timing of settlement or any other disposition of any Assigned Action shall be conclusive and binding on all Trust Beneficiaries and all other parties in interest.

4.4 Retention of Litigation Counsel and Other Professionals. The Trustee may, without necessity for review or approval by the Bankruptcy Court or any other Person (a) retain such independent experts and advisors (including, but not limited to, counsel, tax advisors, consultants, or other professionals) as the Trustee deems necessary to aid it in the performance of its duties and responsibilities hereunder and under the Plan and to perform such other functions as may be appropriate in furtherance of the intent and purpose of this Trust Agreement, and (b) commit the Trust to provide such professional persons or entities reasonable compensation and reimbursement from the Trust Assets (and/or from funds provided to the Trust by the Reorganized Debtors pursuant to Sections 4.5 and 5.2 of this Trust Agreement) for services rendered and expenses incurred. The Trust may select any of the foregoing professionals in its sole discretion, and such professionals' affiliation with the Trustee, prior employment in any capacity in the Debtors' bankruptcy cases on behalf of the Debtors, their Estates, the Creditors' Committee, or any other party shall not preclude the Trust's retention of such professionals. The Trustee will make all reasonable and customary arrangements for payment or reimbursement of such compensation and expenses.

4.5 Trust Expenses. The Trustee may incur any reasonable and necessary fees, expenses and costs in liquidating the Trust Assets, which fees, costs and expenses shall be funded by the Reorganized Debtors and paid to the Trust within five (5) business days of presentation of an invoice for such fees, expenses and/or costs to the Reorganized Debtors; provided, however, that any amounts funded by the Reorganized Debtors shall be reimbursed from the Trust Assets prior to any distributions being made to Trust Beneficiaries. The Trustee shall be authorized, but not required, to pay such fees, expenses and costs directly from the Trust Assets.

4.6 Distributions.

(a) In the reasonable sole discretion of the Trustee and subject to the requirements of Revenue Procedure 94-45, the Trustee shall distribute all Cash on hand (including, but not limited to, the Trust's net income and net proceeds from the sale of assets, any Cash received on account of or representing Proceeds, and treating as Cash for purposes of this Section 4.6 any permitted investments under Section 4.10 below), except such amounts as are reasonably reserved or required to reimburse the Reorganized Debtors for the funding of any fees, expenses and costs in liquidating the Trust Assets, to meet claims and contingent liabilities, to maintain the value of the Trust Assets, or for distribution to holders of a Disputed Other Unsecured Claims (as of the time of such distribution but only until such Other Unsecured Claim is resolved), which amounts may be held in the Disputed Claims Reserve. The Trustee

shall make all such distributions at least annually in accordance with the Directives; under IRC section 677, the income of the Trust may be distributed or held or accumulated for future distribution for the benefit of the grantors pursuant to the Directives.

(b) The Trust may withhold from amounts distributable to any Person any and all amounts, determined in the Trustee's reasonable sole discretion, required by any law, regulation, rule, ruling, directive, or other governmental requirement (including, without limitation, tax withholding relating to wage claims). Notwithstanding the foregoing and in accordance with section 8.16 of the Plan, the Reorganized Debtors shall be solely responsible for the employer portion of all taxes and like obligations payable to a governmental authority that are required to be paid with respect to any Employment Claims.

(c) The Trustee may retain a distribution agent for the effective administration and distribution of amounts payable to Trust Beneficiaries and all costs and expenses of such distribution agents may be paid out of the Trust Assets (and/or from funds provided to the Trust by the Reorganized Debtors pursuant to Sections 4.5 and 5.2 of this Trust Agreement).

(d) If any distribution to any Trust Beneficiary is returned as undeliverable, and, after reasonable efforts, the Trustee has not been able to determine the current address of the Trust Beneficiary, such undeliverable or unclaimed distribution shall be deemed unclaimed property 120 days after the date of such distribution, shall be reallocated to the remaining Trust Beneficiaries and shall be distributed in accordance with the Directives. Such undeliverable or unclaimed distributions shall not be subject to (i) any claims by such Trust Beneficiary or (ii) the unclaimed property or escheat laws of any state or governmental unit.

4.7 Reserve Accounts for Disputed Other Unsecured Claims. The Trustee may establish a Disputed Claims Reserve, which may include assets held separately from other assets of the Trust, subject to an allocable share of all expenses and obligations of the Trust, on account of Disputed Other Unsecured Claims. The Trustee may remove funds from the Disputed Claims Reserve as the Disputed Other Unsecured Claims are resolved, which funds shall be distributed as provided in Section 4.6(a) in accordance with the Directives.

4.8 Treatment of Disputed Claims Reserve. Notwithstanding any other provision of this Trust Agreement to the contrary, subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary, the Trust may treat any Trust Assets allocable to, or retained on account of, the Disputed Claims Reserve as held by one or more discrete entities for federal, and applicable state, local or other, income tax purposes, and may determine that such entity or entities shall constitute "disputed ownership funds" under, and may make the election permitted by, Treasury Regulation section 1.468B-9, or any successor provision thereto. If such election is made, all Trust Beneficiaries shall be bound by, and shall report consistently with, such income tax treatment.

4.9 Management of Trust Assets.

(a) Except as otherwise provided in this Trust Agreement, the Plan or the Confirmation Order, and subject to the Treasury Regulations governing liquidating trusts and the retained jurisdiction of the Bankruptcy Court as provided for in the Plan, but without prior or

further authorization, the Trustee may control and exercise authority over the Trust Assets, over the acquisition, management and disposition thereof and over the management and conduct of the Trust, in each case, to the extent necessary to enable the Trustee to fulfill the intents and purposes of this Trust Agreement. No person dealing with the Trust will be obligated to inquire into the authority of the Trustee in connection with the acquisition, management or disposition of the Trust Assets.

(b) In connection with the management and use of the Trust Assets and except as otherwise expressly limited in this Trust Agreement, the Plan or the Confirmation Order, the Trustee will have, in addition to any powers conferred upon the Trustee by any other provision of this Trust Agreement, the power to take any and all actions as, in the Trustee's sole discretion, are necessary or advisable to effectuate the primary purposes of the Trust, including, without limitation, the power and authority (i) to distribute the Trust Assets to Trust Beneficiaries in accordance with the terms of this Trust Agreement and the Plan, (ii) to pay all expenses of the Trust, (iii) to sell, convey, transfer, assign, liquidate or abandon the Trust Assets, or any part thereof or any interest therein, upon such terms and for such consideration as may be commercially reasonable, (iv) to endorse the payment of notes or other obligations of any Person or to make contracts with respect thereto, and (v) to borrow such sums of money, at any time and from time to time, for such periods of time, upon such terms and conditions, from such Persons, for such purposes as may be commercially reasonable. The Trustee will not at any time, on behalf of the Trust or the Trust Beneficiaries, enter into or engage in any trade or business, and no part of the Trust Assets will be used or disposed of by the Trustee in furtherance of any trade or business.

(c) All decisions and actions by the Trustee under the authority of this Trust Agreement will be binding upon all of the Trust Beneficiaries and the Trust.

4.10 Investment of Cash. The Trustee 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; *provided, however,* that the scope of any such investments shall be limited to investments permitted to be made by a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d) or under applicable IRS guidelines, rulings or other controlling authorities.

4.11 Additional Powers of the Trustee. In addition to any and all of the powers enumerated above, and except as otherwise provided in this Trust Agreement, the Plan, or the Confirmation Order, and subject to the Treasury Regulations governing liquidating trusts and the retained jurisdiction of the Bankruptcy Court as provided for in the Plan, the Trustee shall be empowered to:

(a) hold legal title to any and all rights of the holders of the Trust Interests in or arising from the Trust Assets, including, but not limited to, the right to collect any and all money and other property belonging to the Trust;

(b) perform the duties, exercise the powers, and assert the rights of a trustee under sections 704 and 1106 of the Bankruptcy Code with respect to the Trust Assets, including assert claims, defenses, offsets, and privileges (including the Privileges);

(c) protect and enforce the rights of the Trust to the Trust Assets by any method deemed appropriate including, without limitation, by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium, or similar law and general principles of equity;

(d) determine and satisfy any and all liabilities created, incurred or assumed by the Trust;

(e) assert or waive any privilege or defense (including the Privileges, *provided, however*, that the Privileges or any defense may not be waived by the Trustee except with the consent of the Reorganized Debtors; such consent not to be unreasonably withheld) on behalf of the Trust;

(f) make all payments relating to the Trust Assets;

(g) obtain insurance coverage with respect to the potential liabilities and obligations of the Trust and the Trustee under this Trust Agreement (in the form of a directors and officers policy, an errors and omissions policy or otherwise);

(h) file any and all tax and information returns with respect to the Trust and pay taxes properly payable by the Trust, if any, all in accordance with Article VII of this Trust Agreement;

(i) retain, and reasonably compensate for services rendered and expenses incurred, an accounting firm or financial consulting firm to perform such reviews and/or audits of the financial books and records of the Trust as may be appropriate in the Trustee's sole discretion and to prepare and file any tax returns or informational returns for the Trust as may be required;

(j) take or refrain from taking any and all actions the Trustee reasonably deems necessary for the continuation, protection, and maximization of the Trust Assets consistent with the purposes hereof;

(k) take all steps and execute all instruments and documents the Trustee reasonably deems necessary to effectuate the Trust;

(l) take all actions the Trustee reasonably deems necessary to comply with the Plan, the Confirmation Order, and this Trust Agreement and the obligations thereunder and hereunder; and

(m) exercise such other powers as may be vested in the Trustee pursuant to an order of the Bankruptcy Court or this Trust Agreement, or as deemed by the Trustee consistent with the Plan, the Confirmation Order, and this Trust Agreement to be necessary and proper to carry out the obligations of the Trust.

4.12 Limitations on Power and Authority of the Trustee. Notwithstanding anything in this Trust Agreement to the contrary, the Trustee will not have the authority to do any of the following:

(a) take any action in contravention of this Trust Agreement, the Plan, or the Confirmation Order;

(b) take any action which would make it impossible to carry on the activities of the Trust;

(c) possess property of the Trust or assign the Trust's rights in specific property for other than Trust purposes and as provided herein;

(d) engage in any trade or business;

(e) permit the Trust to receive or retain Cash or Cash equivalents in excess of a reasonable amount necessary to meet claims and contingent liabilities (including without limitation expected expenses) or to maintain the value of its assets during liquidation;

(f) receive transfers of any listed stocks or securities, or any readily-marketable assets or any operating assets of a going business, except as is absolutely necessary or required under the Plan and the Confirmation Order; *provided, however*, that in no event shall the Trustee receive any such investment that would jeopardize treatment of the Trust as a "liquidating trust" for federal income tax purposes under Treasury Regulation section 301.7701-4(d), or any successor provision thereof;

(g) exercise any investment power other than the power to invest in demand and time deposits in banks or savings institutions, or temporary investments such as short term certificates of deposit or United States Treasury bills or other investments that may be held by a "liquidating trust" for federal income tax purposes under Treasury Regulation section 301.7701-4(d), or any successor provision thereof;

(h) receive or retain any operating assets of a going business, a partnership interest in a partnership that holds operating assets, or fifty percent (50%) or more of the stock of a corporation with operating assets, except as is absolutely necessary or required under the Plan and the Confirmation Order; *provided, however*, that in no event shall the Trustee receive or retain any such asset or interest that would jeopardize treatment of the Trust as a "liquidating trust" for federal income tax purposes under Treasury Regulation section 301.7701-4(d), or any successor provision thereof; or

(i) take any other action that would jeopardize treatment of the Trust as a liquidating trust for federal income tax purposes under Treasury Regulation section 301.7701-4(d), or any successor provision thereof.

4.13 Books and Records. The Trustee shall maintain in respect of the Trust and the holders of Trust Interests books and records relating to the Trust Assets and income of the Trust and the payment of, expenses of, and liabilities of claims against or assumed by, the Trust in such detail and for such period of time as may be necessary to enable it to make full and proper

accounting in respect thereof. Such books and records shall be maintained as reasonably necessary to facilitate compliance with the tax reporting requirements of the Trust. Nothing in this Trust Agreement requires the Trustee to file any accounting or seek approval of any court with respect to the administration of the Trust, or as a condition for managing any payment or distribution out of the Trust Assets.

4.14 Access to Information. From and after the Effective Date, the Consenting Noteholders, any of the former members of the Creditors' Committee and the Reorganized Debtors may request an update on the status of the Trust Assets or other activities of the Trust. The Trustee shall respond to any such reasonable request in a timely fashion (in any event, within ten (10) business days), subject to appropriate confidentiality restrictions.

4.15 Securities Reports. To the extent that the Trust Interests are deemed securities the issuance of Trust Interests under the Plan shall be exempt from registration under the Securities Act of 1933, as amended, and applicable state and local laws requiring registration of securities pursuant to section 1145 of the Bankruptcy Code. If the Trustee determines, with the advice of counsel, that the Trustee is required to comply with the registration and reporting requirements of the Securities Exchange Act of 1934, as amended, or the Investment Company Act of 1940, as amended, then the Trustee shall take commercially reasonable efforts to comply with such reporting requirements and file periodic reports with the United States Securities and Exchange Commission.

4.16 Compliance with Laws. Any and all distributions of Trust Assets and proceeds of borrowings, if any, shall be in compliance with applicable laws, including, but not limited to, applicable federal and state securities laws.

ARTICLE V
THE TRUSTEE

5.1 Independent Trustee. The Trustee may not be a Trust Beneficiary or a "related or subordinate party" (within the meaning of section 672(c) of the IRC) to any Trust Beneficiary.

5.2 Trustee's Compensation and Reimbursement. The Trust Assets (and any funds provided to the Trust by the Reorganized Debtors pursuant to Section 4.5 and this Section 5.2 of this Trust Agreement) shall be subject to the claims of the Trustee and the Trustee shall be entitled to reimbursement out of any available Cash in the Trust, for actual out-of-pocket expenses and against and from any and all loss, liability, expense, or damage which the Trustee 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 Trust Agreement. The Trustee shall receive compensation and reimbursement from the Trust as follows:

(a) Compensation. As compensation for the performance of its duties in accordance with this Trust Agreement and the Plan, in a fiduciary capacity, the Trustee shall be compensated in the amount of $4,000 per month, provided that the Trustee's compensation may be adjusted by agreement of the Trustee and the Required Consenting Noteholders. The Reorganized Debtors shall pay such amounts to the Trust on a monthly basis, and the Trustee shall be authorized to accept payment from the Trust Assets.

(b) Expenses. In addition, the Trust will reimburse the Trustee (out of the Trust Assets and/or from funds provided to the Trust by the Reorganized Debtors pursuant to Section 4.5 and this Section 5.2 of this Trust Agreement) for all reasonable, necessary and actual out-of-pocket expenses incurred by the Trustee in connection with the performance of its duties hereunder and under the Plan.

(c) Payment. Any fees and expenses, to the extent payable, due to the Trustee (including any professionals and advisors retained by the Trustee) shall be paid by the Reorganized Debtors or out of available Cash in the Trust, in each case, without necessity for review or approval by the Bankruptcy Court or any other Person; provided, however, that any amounts funded by the Reorganized Debtors shall be reimbursed from the Trust Assets prior to any distributions being made to Trust Beneficiaries.

5.3 Resignation. The Trustee 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 Trust Beneficiary) orders otherwise, (i) such resignation shall become effective on the date on which a replacement Trustee is appointed pursuant to the terms of this Trust Agreement and (ii) the Trustee shall be entitled to compensation and reimbursement up to the date on which the Trustee's resignation becomes effective.

5.4 Removal. The Trustee may be removed as Trustee, (i) with or without cause, by the Required Consenting Noteholders, and/or (ii) only for cause, by any Trust Beneficiary upon motion and prior written notice and service thereof to the Bankruptcy Court, the Trustee, and those parties receiving current electronic notice in the Reorganization Cases, and then, with respect to sub-clause (ii) of this sentence, only to the extent approved by the Bankruptcy Court. To the extent there is any dispute or motion regarding the removal of the Trustee (including any dispute relating to any compensation or expense reimbursement due under this Trust Agreement), the Bankruptcy Court shall retain jurisdiction to consider and adjudicate any such dispute. Notwithstanding the foregoing, the Trustee will continue to serve as a trustee after his or her removal until the earlier of (i) the time when appointment of a successor Trustee will become effective in accordance with Section 5.5 of this Trust Agreement or (ii) such date as the Bankruptcy Court otherwise orders. For purposes of this Section 5.4, "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 Trust.

5.5 Appointment of Successor Trustee upon Resignation, Removal, or Incapacity. In the event of the resignation of the Trustee, the death (in the case of a Trustee that is a natural Person), dissolution (in the case of a Trustee that is not a natural Person), incapacity, or removal

of the Trustee, the Required Consenting Noteholders shall have the right to appoint any successor Trustee, such appointment to be binding immediately.

5.6 Acceptance of Appointment by Successor Trustee. Any successor Trustee appointed hereunder shall execute, acknowledge, and file with the Trust records an instrument accepting the appointment under this Trust Agreement and agreeing to be bound thereto, and thereupon, the successor Trustee, without any further act, deed, or conveyance, shall become vested with all rights, powers, trusts, and duties of the predecessor Trustee; *provided, however*, that a removed or resigning Trustee shall, nevertheless, when requested in writing by the successor Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor Trustee under the Trust all the estates, properties, rights, powers, and trusts of such predecessor Trustee.

5.7 Effect of Resignation or Removal. The death, resignation, incapacity, or removal of the Trustee shall not operate to terminate the Trust created by this Trust Agreement or to revoke any existing agency created pursuant to the terms of this Trust Agreement or invalidate any action theretofore taken by the Trustee or any prior Trustee. In the event of the resignation or removal of a Trustee, such Trustee 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 Trustee to effect the termination of such Trustee's capacity under this Trust Agreement, (b) deliver to the Bankruptcy Court (if required) or the successor Trustee all documents, instruments, records and other writings related to the Trust as may be in the possession of such Trustee (provided that such Trustee 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 Trustee.

5.8 Confidentiality. The Trustee shall, during the period that the Trustee serves as Trustee under this Trust Agreement and following the termination of this Trust Agreement or following its removal or resignation hereunder, hold strictly confidential and not use for personal gain any material, non-public information of or pertaining to any entity to which any of the Trust Assets relates or of which the Trustee has become aware in the Trustee's capacity as Trustee, except as otherwise required by law.

ARTICLE VI
LIABILITY AND INDEMNIFICATION

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

Plan which the Trustee reasonably believes to be genuine and to have been given by a proper Person. Notwithstanding the foregoing, nothing in this Section 6.1 shall relieve the Trustee 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 Trustee with the express approval of the Bankruptcy Court will conclusively be deemed not to constitute gross negligence, willful misconduct, or fraud.

6.2 Indemnification of the Trustee.

(a) To the fullest extent permitted by law, the Trust, to the extent of its assets legally available for that purpose (including the Trust Assets and/or and funds provided to the Trust by the Reorganized Debtors pursuant to Sections 4.5 and 5.2 of this Trust Agreement), will indemnify and hold harmless the Trustee 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 Trust, 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 Trust 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 Trust 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 6.2. 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 Trust Agreement shall not affect any indemnification rights or obligations then existing.

(c) The Trust, with the approval of the Required Consenting Noteholders, 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 6.2.

(d) Any Indemnified Person may waive the benefits of indemnification under this Section 6.2, but only by an instrument in writing executed by such Indemnified Person.

(e) The rights to indemnification under this Section 6.2 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 6.2 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.

6.3 Trust Liabilities. All liabilities of the Trust, including, without limitation, indemnity obligations under Section 6.2 of this Trust Agreement, will be liabilities of the Trust as an entity, and will be paid or satisfied from Trust Assets and/or from funds provided to the Trust by the Reorganized Debtors pursuant to Sections 4.5 and 5.2 of this Trust Agreement. No liability of the Trust will be payable in whole or in part by any Trust Beneficiary individually or in the Trust Beneficiary's capacity as a Trust Beneficiary, by the Trustee individually or in the Trustee's capacity as Trustee, or by any member, partner, shareholder, director, officer, professional, employees, agent, affiliate or advisor of any Trust Beneficiary, the Trustee, or their respective affiliates.

6.4 Limitation of Liability. Neither the Trustee nor its professionals will be liable for punitive, exemplary, consequential, special or other damages for a breach of this Trust Agreement under any circumstances.

6.5 Burden of Proof. 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 Trust Agreement, and any person seeking to overcome such presumption shall have the burden of proof to overcome that presumption.

6.6 Survival. This Article VI shall survive any termination of the Trust Agreement.

ARTICLE VII
TAX MATTERS

7.1 Treatment of Trust Assets Transfer. For all federal income tax purposes, subject to Section 7.2(b), all parties (including, without limitation, the Debtors, the Reorganized Debtors, the Trustee and the Trust Beneficiaries) shall treat the transfer of the Trust Assets to the Trust including any amounts or other assets subsequently transferred to the Trust (but only at such time as actually transferred) for the benefit of the Trust Beneficiaries as (a) a transfer of the Trust Assets, for all purposes of the IRC directly to the Trust Beneficiaries, followed by (b) the transfer by such Trust Beneficiaries to the Trust of such Trust Assets in exchange for the Trust Interests.

7.2 Income Tax Status. For United States federal income tax purposes (and for purposes of all state, local and other jurisdictions to the extent applicable), this Trust shall be treated as a liquidating trust pursuant to Treasury Regulation section 301.7701-4(d) and as a grantor trust pursuant to IRC sections 671-677. To the extent consistent with Revenue Procedure 94-45 and not otherwise inconsistent with this Trust Agreement, this Trust Agreement shall be construed so as to satisfy the requirements for liquidating trust status. Except as provided in Section 7.2(b) or with respect to the Trust Assets allocable to the Disputed Claims Reserve, if any, as set forth in Article IV hereof, (i) the Trust Beneficiaries will be treated as both the grantors and the deemed owners of the Trust, and (ii) any items of income, deduction, credit and loss of the Trust shall be allocated for federal income tax purposes to the Trust Beneficiaries in accordance with Section 7.3. The Trust shall at all times be administered so as to constitute a domestic trust for United States federal income tax purposes and each Trustee shall at all times be a "United States person" under the IRC.

7.3 Tax Returns. Except with respect to the Disputed Claims Reserve, if any, in accordance with IRC section 6012 and Treasury Regulation section 1.671-4(a), the Trust shall file with the IRS annual tax returns on Form 1041, as required or shall select such alternative method of reporting as may be permitted under Treasury Regulation section 1.671-4(a). In addition, the Trust shall file in a timely manner such other tax returns, including any state and local tax returns, if any, as are required by applicable law and pay any taxes shown as due thereon. Within a reasonable time following the end of the taxable year, the Trust shall, to the extent required, send to each Trust Beneficiary a separate statement setting forth such Trust Beneficiary's share of items of income, gain, loss, deduction or credit and will instruct each such Trust Beneficiary to report such items on his/her applicable income tax return, or the Trust shall select such alternative method of reporting to each Trust Beneficiary as may be permitted under the Treasury Regulations. The Trust may provide each Trust Beneficiary with a copy of the Form 1041 for the Trust (without attaching any other Trust Beneficiary's Schedule K-1 or other applicable information form) along with such Trust Beneficiary's Schedule K-1 or other applicable information form in order to satisfy the foregoing requirement. The Trust shall allocate the taxable income, gain, loss, deduction or credit of the Trust with respect to each Trust Beneficiary as follows: (a) allocations of Trust taxable income shall be determined by reference to the manner in which an amount of Cash equal to such taxable income would be distributed (without regard to any restriction on distributions described herein or in the Plan) if, immediately prior to such deemed distribution, the Trust had distributed all of its other assets (valued at their tax book value) to the Trust Beneficiaries in accordance with the Directives (treating all Claims that are Disputed as if they were Allowed Claims), in each case up to the tax book value of the assets treated as contributed by such holders, adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from the Trust; and (b) allocations of taxable loss of the Trust shall be determined by reference to the manner in which an economic loss would be borne immediately after a liquidating distribution of the remaining Trust Assets. For these purposes, the tax book value of the Trust Assets shall be determined by the Trustee in accordance with tax accounting principles prescribed by the IRC, the Treasury Regulations, and other applicable administrative and judicial authorities and pronouncements.

7.4 Withholding of Taxes and Reporting Related to Trust Operations. The Trust shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all distributions made by the Trust shall be subject to any such withholding and reporting requirements. To the extent that the operation of the Trust or the liquidation of the Trust Assets creates a tax liability imposed on the Trust, including the Disputed Claims Reserve, the Trust shall timely pay such tax liability and any such payment shall be considered a cost and expense of the operation of the Trust payable without Bankruptcy Court order. Any federal, state or local withholding taxes or other amounts required to be withheld under applicable law shall be deducted from distributions hereunder. All Trust Beneficiaries shall be required to provide any information reasonably requested to effect the proper withholding of such taxes.

7.5 Valuation. On or soon as practicable after the Effective Date, the Trustee will, in good faith, determine the fair market value of the Trust Assets, and will inform the Trust Beneficiaries of such valuation (which may be included with the notice of Effective Date to be filed and served by the Reorganized Debtors). The valuation of the Trust Assets determined by the Trustee shall be used consistently by all parties (including, without limitation, the Trust, the

Reorganized Debtors, and the Trust Beneficiaries) for all federal income tax purposes. The Trust also shall file (or cause to be filed) any other statements, returns or disclosures relating to the Trust that are required by any governmental unit.

7.6 Expedited Determination of Taxes. The Trustee may request an expedited determination of taxes of the Trust, including the Disputed Claims Reserve, under section 505 of the Bankruptcy Code for the Trust for all taxable periods through the termination of the Trust.

ARTICLE VIII
TERMINATION OF TRUST

The Trustee and the Trust shall be discharged or dissolved, as the case may be, at such time as (a) the Trustee determines that the pursuit of additional Assigned Actions is not likely to yield sufficient additional Proceeds to justify further pursuit of such claims and (b) all distributions of Proceeds and any other Trust Assets required to be made by the Trustee under the Plan and this Trust Agreement have been made in accordance with the Directives, but in no event shall the Trust be dissolved later than five (5) years from the Effective Date unless the Bankruptcy Court, upon motion made by a party in interest within the six (6) month period prior to such fifth (5th) anniversary (and, in the event of further extension, at least six (6) months prior to the end of the preceding extension), determines that a fixed period extension (not to exceed three (3) years, together with any prior extensions, without a favorable letter ruling from the IRS that any further extension would not adversely affect the status of the Trust as a liquidating trust for federal income tax purposes) is necessary to facilitate or complete the recovery on and liquidation of the Trust Assets. Upon dissolution of the Trust, any remaining Cash on hand and other Trust Assets shall be distributed in accordance with the Directives.

ARTICLE IX
AMENDMENT AND WAIVER

Technical amendments to this Trust Agreement may be made, as necessary to clarify this Trust Agreement or enable the Trustee to effectuate the terms of this Trust Agreement, by the Trustee, without notice to the Trust Beneficiaries or any other Persons, or approval of the Bankruptcy Court, *provided, however,* that all amendments of this Trust Agreement shall be consistent with the purpose and intention of the Trust to liquidate in an expeditious but orderly manner the Trust Assets in accordance with Treasury Regulation section 301.7701-4(d) and Section 2.5 hereof; *further provided, however,* any other amendments of this Trust Agreement shall only be effective upon notice to those parties receiving current electronic notice in the Reorganization Cases and approval of the Bankruptcy Court.

ARTICLE X
MISCELLANEOUS PROVISIONS

10.1 Intention of Parties to Establish Liquidating Trust. This Trust Agreement is intended to create for federal income tax purposes a "liquidating trust" that satisfies the requirements of Revenue Procedure 94-45 and, to the extent provided by law, shall be governed and construed in all respects as such a liquidating trust. Notwithstanding anything to the contrary contained herein, any ambiguity herein shall be construed consistent herewith and, if necessary,

this Trust Agreement may be amended to comply with such federal income tax laws, which amendments may apply retroactively.

10.2 Employees. The employees of the Reorganized Debtors shall at all times be regarded as employees of the Reorganized Debtors. Nothing contained in this Trust Agreement shall create or be deemed to create an employment, agency, joint venture or partnership relationship between the Trust and the Trust Beneficiaries.

10.3 Effectiveness. This Trust Agreement shall become effective on the Effective Date.

10.4 Counterparts. This Trust Agreement may be executed in two or more counterparts, all of which shall be taken together to constitute one and the same instrument.

10.5 Governing Law. Except to the extent the Bankruptcy Code or Federal Rules of Bankruptcy Procedure are applicable, this Trust Agreement shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and, to the extent there is no applicable federal law, the domestic laws of the State of New York, without giving effect to the principles of conflicts of law thereof.

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

10.7 Severability. If any provision of this Trust Agreement or the application thereof to any Person or circumstance shall be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Trust Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provisions of this Trust Agreement shall be valid and enforced to the fullest extent permitted by law.

10.8 Notices. All notices, requests or other communications, required or permitted to be made in accordance with this Trust Agreement including any change of address of any Trust Beneficiary for the purposes of receiving distributions from the Trust 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 Trust or the Trustee: as specified on Exhibit A.

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

(c) If to a Trust Beneficiary: to the name and address set forth on the Register maintained by the Trustee, provided that general notices to all Trust Beneficiaries may be made by posting such notice to a web-site identified in advance for communication with Trust Beneficiaries.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Trust Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers all as of the date first above written.

RURAL/METRO CORPORATION
On behalf of itself and its affiliated Debtors

By:

By: _____
Name:
Title:

BRENT I. KUGMAN,TRUSTEE OF THE ESTATE ACCOUNTING-RELATED CAUSES OF ACTION TRUST ESTABLISHED UNDER THE ESTATE ACCOUNTING-RELATED CAUSES OF ACTION TRUST AGREEMENT DATED [DECEMBER __], 2013 PURSUANT TO THE FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR RURAL/METRO CORPORATION AND ITS AFFILIATED DEBTORS

_____
Brent I. Kugman, as Trustee

Annex A

DEFINITIONS

"Allowed Noteholder Claims" has the meaning ascribed to such term in the Plan.

"Allowed Other Unsecured Claims" has the meaning ascribed to such term in the Plan.

"Consenting Noteholders" has the meaning ascribed to such term in the Plan.

"**Disputed Claims Reserve**" means an allocation of Cash or other property to account for Disputed Other Unsecured Claims that may be established by the Trustee pursuant to Sections 4.6 and 4.7 of this Trust Agreement.

"**Estate Accounting-Related Causes of Action**" has the meaning ascribed to such term in the Plan.

"**IRC**" means the Internal Revenue Code of 1986, as amended.

"**IRS**" means the Internal Revenue Service.

"Person" means an individual, a company, a partnership, a joint venture, a limited liability company or limited liability partnership, an association, a trust, estate or other fiduciary, any other legal entity, and any Governmental Authority.

"**Proceeds**" means the actual consideration, if any, received by the Trust as a result of any judgment, settlement, resolution, compromise, or any other disposal of any of the Trust Claims.

"**Required Consenting Noteholders**" has the meaning ascribed to such term in the Plan (incorporating the meaning of the term in the Restructuring Support Agreement).

"**Revenue Procedure**" means a revenue procedure issued by the IRS.

"**Treasury Regulation**" means any regulation promulgated under the Internal Revenue Code of 1986, as amended.

"**Trust Assets**" means, collectively, those Estate Accounting-Related Causes of Action (as defined in the plan) set forth in Schedule 1 hereto.

"**Trust Beneficiaries**" means the holders of Allowed Noteholder Claims and Allowed Other Unsecured Claims who receive Trust Interests in accordance with Section 3.2 hereof.

Exhibit A

Trustee for the Trust

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

EXHIBIT 2

CONFIRMATION NOTICE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	Chapter 11
Rural/Metro Corporation, et al.,[3]	:	Case No. 13-11952 (KJC)
Debtors.	:	(Jointly Administered)

NOTICE OF (A) ENTRY OF ORDER CONFIRMING THE FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR RURAL/METRO CORPORATION AND ITS AFFILIATED DEBTORS; (B) OCCURRENCE OF THE EFFECTIVE DATE OF THE PLAN; AND (C) RELATED DEADLINES

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. **Confirmation of Plan**. On **December 17, 2013** (the "**Confirmation Date**"), the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") entered an order [Docket No. ____] (the "**Confirmation Order**") confirming the *First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and Its Affiliated Debtors,* dated as of October 31, 2013 (as amended, the "Plan"), in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the "**Debtors**").

2. **Effective Date**. The Effective Date of the Plan was [_____].

3. **Fee Claims**. As provided in Section 3.3(a) of the Plan, any Professional Person seeking allowance by the Bankruptcy Court of a Fee Claim shall file and serve its respective final application for allowance of compensation for services rendered and reimbursement of expenses incurred prior to the Effective Date **no later than thirty (30) days after the Effective Date.** Failure to file and serve such fee application timely and properly shall result in the fee claim being forever barred and discharged. Objections to Fee Claims, if any, must be filed and served pursuant to the procedures set forth in the Confirmation Order no later than fifty-one (51) days after the Effective Date or such other date as established by the Bankruptcy Court.

4. **Administrative Bar Date**. Except as otherwise ordered by the Bankruptcy Court, all holders of Administrative Expense Claims, except for those specified in Section 3.2(a)(i)-(x) of the Plan, not paid prior to the Confirmation Date must file with the Bankruptcy Court and serve on the Debtors or the Reorganized Debtors, as applicable, the Claims Agent, the Creditors' Committee or the Creditor Representative, as applicable, and the Office of the United States Trustee, proof of such Administrative Expense Claim **within thirty (30) days after the Effective Date.** Failure to file and serve such proof of Administrative

[3] A list of the Debtors in these chapter 11 cases and the last four digits of each Debtor's taxpayer identification number is attached as Schedule 1 to the Declaration of Stephen Farber in Support of Chapter 11 Petition and First Day Pleadings [Docket No. 2] and at www.donlinrecano.com/rmc. The Debtors' headquarters are located at 9221 E. Via de Ventura, Scottsdale, AZ 85258.

Expense Claim timely and properly shall result in the Administrative Expense Claim being forever barred and discharged in these reorganization cases.

5. **Rejection Damages Bar Date**. Pursuant to Section 10.2 of the Plan, Rejection Damages Claims shall be forever barred and shall not be enforceable against the Debtors or the Reorganized Debtors, or their respective properties or interests in property as agents, successors or assigns, unless a proof of claim is filed with the Bankruptcy Court and served upon counsel for the Debtors, the Reorganized Debtors, and the Creditor Representative, respectively, **on or before the date that is thirty (30) days after the effective date of such rejection** (which may be the Effective Date or the date on which the Debtors reject the applicable contract or lease pursuant to an order of the Bankruptcy Court).

6. **Government Bar Date**. Pursuant to section 502(b)(9) of the Bankruptcy Code, all governmental units holding claims against the Debtors that arose or are deemed to have arisen prior to the Petition Date are required to file proofs of claim by **January 31, 2014 at 5:00 p.m. (prevailing Eastern Time)**.

7. **Copies of the Confirmation Order**. Any party-in-interest wishing to obtain a copy of the Confirmation Order may obtain such copy: (i) at www.donlinrecano.com/rmc or (ii) by contacting Troy Bollman at (302) 573-7796; tbollman@ycst.com. Copies of the Confirmation Order may also be reviewed during regular business hours at the Bankruptcy Court, 824 Market Street, Wilmington, Delaware 19801 or may be obtained at the Bankruptcy Court's website at www.deb.uscourts.gov, by following the directions for accessing the ECF system on such site.

Dated: December ___, 2013
Wilmington, Delaware

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