

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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 In re: : Chapter 11
 :
 Rural/Metro Corporation, et al.,¹ : Case No. 13-11952 (KJC)
 :
 Debtors. : Jointly Administered
 :
 : **Re: Docket Nos. 581, 582, 597, 705 & 809**
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NOTICE OF FILING OF SECOND AMENDED SUPPLEMENT TO THE FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR RURAL/METRO CORPORATION AND ITS AFFILIATED DEBTORS

PLEASE TAKE NOTICE that, on October 31, 2013, the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) filed the *First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and Its Affiliated Debtors* [Docket No. 581] (as may be amended, modified and/or supplemented from time to time, the “**Plan**”) and related *Disclosure Statement with Respect to the First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and Its Affiliated Debtors* [Docket No. 582] (the “**Disclosure Statement**”).²

PLEASE TAKE FURTHER NOTICE that, on November 5, 2013, the Court entered the *Order (I) Approving Disclosure Statement, (II) Fixing Voting Record Date, (III) Scheduling Plan Confirmation Hearing and Approving Form and Manner of Related Notice and Objection Procedures, (IV) Approving Solicitation Packages and Procedures for the Distribution Thereof, (V) Approving Forms of Ballots and Voting Procedures, (VI) Approving Form and Manner of Notices to Non-Voting*

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.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan. On November 5, 2013, the Debtors filed a solicitation version of the Plan [Docket No. 604] and Disclosure Statement [Docket No. 605].

Plan Classes, (VII) Fixing Voting Deadline, (VIII) Approving Vote Tabulation Procedures, (IX) Approving Cure Procedures, and (X) Approving Rights Offering Procedures [Docket No. 597] (the “**Disclosure Statement Order**”).

PLEASE TAKE FURTHER NOTICE that, on December 2, 2013, the Debtors filed the *Notice of Filing of Supplement to the First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and Its Affiliated Debtors* [Docket No. 705] (the “**Plan Supplement**”).

PLEASE TAKE FURTHER NOTICE that, on December 13, 2013, the Debtors filed the *Notice of Filing of First Amended Supplement to the First Amended Joint Chapter 11 Plan of Reorganization for Rural/Metro Corporation and Its Affiliated Debtors* [Docket No. 809] (the “**First Amended Plan Supplement**”).

PLEASE TAKE FURTHER NOTICE that the Plan Supplement is hereby amended (the “**Second Amended Plan Supplement**,” and together with the Plan Supplement and the First Amended Plan Supplement, the “**Plan Supplements**”) with respect to the following exhibits, which are in substantially final form:³

Exhibit A: **Litigation Trust Agreement**

Exhibit B: **Creditor Representative Plan Supplement**

Exhibit C: **Cooperation Agreement**

PLEASE TAKE FURTHER NOTICE that any holder of Claims or Interests who would like to receive copies of the exhibits contained in this Second Amended Plan Supplement may receive a copy by contacting Troy Bollman at (302) 573-7796 or tbollman@ycst.com. In addition, copies may also be obtained (a) for a fee through the website of the United States Bankruptcy Court for

³ The Debtors, the Creditors’ Committee, the DIP Lenders, and the Noteholders expressly reserve their rights, at any time prior to the Effective Date, to supplement, modify or amend the Plan Supplements.

the District of Delaware, <https://ecf.deb.uscourts.gov>, or (b) free of charge through the website established by the Claims Agent in these chapter 11 cases at www.donlinrecano.com/rmc.

Dated: December 16, 2013
Wilmington, Delaware

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EXHIBIT A-1

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
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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 A-2

Blackline of 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 ~~be updated~~updating on or prior to the Effective Date.]

Summary Report:	
Litéra® Change-Pro ML WIX 6.5.0.459 Document Comparison done on 12/16/2013 7:41:46 PM	
Style Name: Standard	
Original Filename: RuralMetro-LitigationTrustAgreement(For12-13Filing).DOC	
Original DMS:	
Modified Filename:	
Modified DMS: iw://WORKSITE/WorksiteUS/61573492/1	
Changes:	
Add	51
Delete	2
Move From	0
Move To	0
Table Insert	1
Table Delete	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Total Changes:	54

EXHIBIT B-1

Creditor Representative Plan Supplement

CREDITOR REPRESENTATIVE PLAN SUPPLEMENT

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

ARTICLE I DEFINITIONS

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

ARTICLE II ESTABLISHMENT OF THE CREDITOR REPRESENTATIVE FUND

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

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

Representative Assets shall be determined in the sole judgment of the Creditor Representative subject to the provisions herein.

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

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

ARTICLE III POWERS, RIGHTS AND DUTIES OF THE CREDITOR REPRESENTATIVE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3.6 Access to Information. From and after the Effective Date, any of the former members of the Creditors' Committee and the Reorganized Debtors may request an update on the status of the Creditor Representative Assets and the Claims resolution process.

The Creditor Representative shall respond to any such reasonable request in a timely fashion (in any event, within ten (10) business days), subject to appropriate confidentiality restrictions.

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

ARTICLE IV THE CREDITOR REPRESENTATIVE

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

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

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

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

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

Section 4.3 Resignation. The Creditor Representative may resign by giving not less than thirty (30) days’ prior written notice thereof to the Bankruptcy Court and those parties receiving current electronic notice in the Reorganization Cases. Unless the Bankruptcy Court (on motion of any Litigation Trust Beneficiary) orders otherwise, (i) such resignation shall become effective on the date on which the Bankruptcy Court appoints a successor Creditor

Representative or a replacement Creditor Representative is appointed pursuant to the terms of this Supplement and (ii) the Creditor Representative shall be entitled to compensation and reimbursement up to the date on which the Creditor Representative's resignation becomes effective.

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

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

Section 4.6 Acceptance of Appointment by Successor Creditor Representative. Any successor Creditor Representative appointed hereunder shall execute, acknowledge, and file with the Creditor Representative Fund records an instrument accepting the appointment under this Supplement and agreeing to be bound thereto, and thereupon, the successor Creditor Representative, without any further act, deed, or conveyance, shall become vested with all rights, powers, trusts, and duties of the predecessor Creditor Representative; *provided, however*, that a removed or resigning Creditor Representative shall, nevertheless, when requested in writing by

the successor Creditor Representative, execute and deliver an instrument or instruments conveying and transferring to such successor Creditor Representative under this Supplement all the estates, properties, rights, powers, and trusts of such predecessor Creditor Representative.

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

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

ARTICLE V THE CLAIMS RESOLUTION PROCESS

Section 5.1 Claims Resolution. The Creditor Representative will retain Moses & Singer, LLP as counsel with respect to the Claims resolution process (in such capacity, "**Claims Counsel**") contemplated in the Plan and will designate such responsibilities to said counsel. Claims Counsel will carry out this role in its reasonable discretion in consultation with the Creditor Representative (and, in any event, in accordance with the Directives); *provided, however*, that the Creditor Representative's prior express consent shall be required (for Claims Counsel) with respect to resolution of: (i) Claims, to the extent that the holder of such Claim is a continuing services vendor or trade creditor of the Reorganized Debtors and the Reorganized Debtors annually incur in excess of \$100,000 for such services or trade; (ii) Claims alleging personal injury or bodily harm; and/or (iii) 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 B-2

Blackline of Creditor Representative Plan Supplement

CREDITOR REPRESENTATIVE PLAN SUPPLEMENT

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

ARTICLE I DEFINITIONS

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

ARTICLE II ESTABLISHMENT OF THE CREDITOR REPRESENTATIVE FUND

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

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

Representative Assets shall be determined in the sole judgment of the Creditor Representative subject to the provisions herein.

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

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

ARTICLE III

POWERS, RIGHTS AND DUTIES OF THE CREDITOR REPRESENTATIVE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV THE CREDITOR REPRESENTATIVE

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

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

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

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

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

Section 4.3 Resignation. The Creditor Representative may resign by giving not less than thirty (30) days’ prior written notice thereof to the Bankruptcy Court and those parties receiving current electronic notice in the Reorganization Cases. Unless the Bankruptcy Court (on motion of any Litigation Trust Beneficiary) orders otherwise, (i) such resignation shall become

effective on the date on which the Bankruptcy Court appoints a successor Creditor Representative or a replacement Creditor Representative is appointed pursuant to the terms of this Supplement and (ii) the Creditor Representative shall be entitled to compensation and reimbursement up to the date on which the Creditor Representative's resignation becomes effective.

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

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

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

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

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

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

ARTICLE V THE CLAIMS RESOLUTION PROCESS

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

Summary Report:	
Litéra® Change-Pro ML WIX 6.5.0.459 Document Comparison done on 12/16/2013 7:35:17 PM	
Style Name: Standard	
Original Filename: Rural_Metro-CreditorRepresentativePlanSupplement(For12-13Filing).DOC	
Original DMS:	
Modified Filename:	
Modified DMS: iw://WORKSITE/WorkSiteUS/61573246/1	
Changes:	
Add	3
Delete	1
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Total Changes:	4

EXHIBIT C-1

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 Litigation 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]

EXHIBIT C-2

Blackline of 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 ~~and~~ 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; ~~and~~

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) ~~(b)~~ 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 Litigation 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) ~~(e)~~ 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) ~~(d)~~ 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) ~~(e)~~ 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) ~~(f)~~ 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 ~~its~~ 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 ~~Section 1.5~~ 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 ~~agrees~~agree that ~~it~~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 ~~Section 1.6~~ 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 ~~Section 1.7~~ 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; ~~or~~

(b) To the Creditor Representative: to the address designated in the Creditor Representative Plan Supplement; or

(c) ~~(b)~~ To the Reorganized Debtors: to the ~~Cooperation Coordinator(s) or such~~ 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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Summary Report:	
Litéra® Change-Pro ML WIX 6.5.0.459 Document Comparison done on 12/16/2013 8:23:46 PM	
Style Name: Standard	
Original Filename: R_M-CooperationAgreement_For12-13Filing.DOCX	
Original DMS:	
Modified Filename:	
Modified DMS: iw://WORKSITE/WorksiteUS/61573032/2	
Changes:	
Add	81
Delete	20
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Total Changes:	101