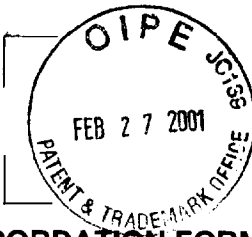


03-07-2001



101628509

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK****RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

2.27 01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- ☒ New
- ☐ Resubmission (Non-Recordation)  
Document ID #
- ☐ Correction of PTO Error  
Reel #  Frame #
- ☐ Corrective Document  
Reel #  Frame #

**Conveyance Type**

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

**Conveying Party**☐ Mark if additional names of conveying parties attachedName Laidlaw Medical Transportation, IncExecution Date  
Month Day Year  
02 01 2001Formerly 

1916853

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization

**Receiving Party**☐ Mark if additional names of receiving parties attachedName Canadian Imperial Bank of Commerce (CIBC)DBA/AKA/TA Composed of Address (line 1) 161 Bay StreetAddress (line 2) Address (line 3) Toronto

City

ONTARIO

State/Country

M5T 1S8

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

☒ Citizenship/State of Incorporation/Organization ONTARIO

FOR OFFICE USE ONLY

03/05/2001 DRYME 00000089 1916853

01 FC:481  
02 FC:48240.00 OP  
25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002245 FRAME: 0688**

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

212-895-1476

Name

Demetra V. Versacki, PL

Address (line 1)

Clifford Chance Rogers & Wells LLP

Address (line 2)

200 PARK AVE

Address (line 3)

NEW YORK, NEW YORK 10166

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# 181

**Trademark Application Number(s) or Registration Number(s)**

☐

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)


1916853		
1915480		

**Number of Properties**

Enter the total number of properties involved.

# 2

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 65

Method of Payment:

Enclosed

☒

Deposit Account

☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

☐

No

☐

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Ruth Talavera

Name of Person Signing

Ruth Talavera

Signature

2/26/01

Date Signed

**SUPPLEMENT TO THE SECURITY AND PLEDGE AGREEMENT  
(TRADEMARKS)**



**WHEREAS**, Laidlaw Medical Transportation, Inc., a Delaware corporation (herein referred to as the "**Grantor**"), having an address at 2821 South Parker Road, Aurora, Colorado 80014, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "**Trademarks**"); and

**WHEREAS**, the subsidiaries of Laidlaw Inc. ("Laidlaw") listed on the signature pages thereto (each a "Borrower" and collectively, the "Borrowers"), the subsidiaries of Laidlaw listed as guarantors on the signature pages thereto (each a "Guarantor" and collectively, the "Guarantors"), each of the other financial institutions from time to time party thereto (the "Lenders") and Canadian Imperial Bank of Commerce ("CIBC"), as administrative agent and collateral agent (in such capacity, the "Agent") for the Lenders have entered into a \$100,000,000 Revolving Credit and Guaranty Agreement (the "Credit Agreement"), in connection with which the Security Agent is serving as agent for the Lenders.

**WHEREAS**, the Grantor has entered into a Security and Pledge Agreement (said Agreement, as it may hereafter be amended or otherwise modified from time to time being the "**Security and Pledge Agreement**", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Security Agent; and

**WHEREAS**, pursuant to the Security and Pledge Agreement, the Grantor has granted to the Security Agent a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof and all proceeds thereof, including, without limitation, any claims by the Grantor against third parties for infringement thereof (the "**Collateral**"), to secure the payment, performance and observance of the Obligations (as defined in the Credit Agreement);

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further confirm, and put on the public record, its grant to

Security Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Security Agent with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security and Pledge Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Security Agent's address is 161 Bay Street, Toronto, Ontario M5J2S8.

**IN WITNESS WHEREOF**, Laidlaw Medical Transportation, Inc. has duly executed or caused this Supplement to the Security and Pledge Agreement to be duly executed as of February 1<sup>st</sup>, 2001.

**LAIDLAW MEDICAL TRANSPORTATION, INC.**

By: .....

Name:

Lori Evans

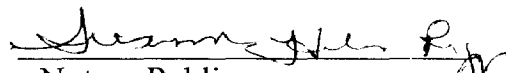
Title:

Vice President and  
Assistant Secretary



STATE OF )  
 ) ss.:  
COUNTY OF )

On this 1<sup>st</sup> day of February, 2001, before me personally appeared Lori Evans,  
to me known, who, being by me duly sworn, did depose and say that he/she resides at  
the City of Toronto, Ontario and that he/she is VP & Asst Secretary of  
Grantor; that he/she knows the seal of said corporation; that the seal affixed to said instrument is  
such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said  
corporation and that he/she signed his/her name thereto in his/her capacity as an authorized  
officer of said corporation pursuant to such authority.

  
Notary Public

**Schedule 1-A TO THE SUPPLEMENT TO SECURITY AND PLEDGE AGREEMENT**  
**TRADEMARKS**

<b>Trademark</b>	<b>Application or Registration Date</b>	<b>Application Serial No. or Registration No.</b>
MedTrans	9/5/95	1916853
MedTrans	8/29/95	1915480

18502 00-2

23-5

# COLORADO UCC-1 FINANCING STATEMENT

(See instructions on back)

Standard Form Effective May 1, 1998

Total Fee = \$16, includes Surcharge

## 1<sup>ST</sup> DEBTOR

Name (Last, First): LAIDLAW MEDICAL TRANSPORTATION, INC.

SSN/FED Tax ID: 75-2474011

Check One:

Street: 2821 S. PARKER ROAD, 10TH

Business ☒

FLOOR

Individual ☐

City, State, Zip: AURORA, CO 80014

20012002514 C

\$ 15.00

SECRETARY OF STATE

01-09-2001 15:10:27

## 2<sup>ND</sup> DEBTOR(Put Additional Debtors on attachment)

Name (Last, First):

SSN/FED Tax ID:

Check One:

Street:

Business ☐

City, State, Zip:

Individual ☐

## 1<sup>ST</sup> SECURED PARTY(Put Additional Secured Parties on attachment)

Name (Last, First): CANADIAN IMPERIAL BANK OF COMMERCE,

Street: AS AGENT

City, State, Zip: 425 LEXINGTON AVENUE

NEW YORK, NY 10017

Tax ID Num: 13-1942440

## ASSIGNED PARTY (Put additional Assigned Party on attachment)

Name (Last, First):

Street:

City, State, Zip:

## RETURN COPY TO

Name: Intercounty Clearance Corp.

Street: 440 Ninth Avenue

City, State, Zip: New York, NY 10001

Name of the Record Owner of the real property containing the collateral is: \_\_\_\_\_

(See Instruction 13)

CHECK ONLY ONE (If no box is checked, it will be filed in UCC only)



File in UCC ONLY



This statement is to be recorded in the real estate records ONLY.



This statement is to be filed in UCC AND recorded in the real estate records. (Requires an additional recording fee).



The debtor is a transmitting utility.

FOR UCC FILINGS (Fill in collateral codes from UCC Codes)

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

FOR AGRICULTURAL LIEN NOTIFICATION

Check if this filing is intended as EFS notification ☐

Enter EFS collateral code, County Code and crop years covered. If all years are covered, leave from and to dates blank.

EFS Code	County Code	From	To
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Use if collateral codes do not adequately describe collateral. Attach additional pages if necessary)

#C6826428 CO \*CENTRAL\* 10894-L  
COMPLETE DESCRIPTION OF COLLATERAL

See Schedule A attached hereto and made a part hereof.

Debtor Signature(s) (See Instruction 14)  
LAIDLAW MEDICAL TRANSPORTATION, INC.

Printed Name(s)

Title

Secured Party Signatures (See Instruction 14)  
CANADIAN IMPERIAL BANK OF COMMERCE,  
AS AGENT

Printed Name(s)

Title

Contact Phone/FAX

TRADEMARK  
REEL: 002245 FRAME: 0694

**Schedule A  
to UCC-1 Financing Statement**

**Description of Collateral**

This Financing Statement covers all of the right, title and interest of the Debtor in, to and under the following types or items or property, or interests in property, whether now owned or existing or hereafter acquired or arising and wherever located:

- (a) all Accounts;
- (b) all Art;
- (c) all Copyrights;
- (d) all Equipment;
- (e) all General Intangibles;
- (f) all Inventory;
- (g) all Patents;
- (h) all Pledged Collateral;
- (i) all Pledged Notes;
- (j) all Trademarks;
- (k) all Transportation Facilities;
- (l) all Vehicles;

(m) all property or interests in property now owned or hereafter acquired by the Debtor or which may hereafter come into the possession, custody or control of the Security Agent, or any agent or affiliate of the Security Agent in any way or for any purpose (whether for safekeeping, deposit, custody, pledge, transmission, collection or otherwise), and all rights and interests of the Debtor, now existing or hereafter arising and however and wherever arising, in respect of any and all (i) money (including all cash and cash equivalents held in the Letter of Credit Account and all amounts held pursuant to the Cash Management Agreement or otherwise by the Security Agent or any Cash Management Bank, but excluding money pledged by the Debtor under a Bonding Facility); (ii) proceeds of loans, including, without limitation, Loans made under the Credit Agreement; and (iii) insurance proceeds and books and records relating to any of the property covered by the Security Agreement; together, in each instance, with all accessions and additions thereto, substitutions therefor, and replacements, proceeds and products thereof;

(n) all books, records, ledger cards and other property at any time evidencing or relating to any of the foregoing;

NYB 1192484.8

**TRADEMARK  
REEL: 002245 FRAME: 0695**

(o) all other personal property of the Debtor, whether tangible or intangible, and whether now owned or hereafter acquired; and

all proceeds and products of any of the foregoing, in any form, including, without limitation, any claims against third parties for loss or damage to or destruction of any or all of the foregoing and to the extent not otherwise included, all (i) payments under insurance (whether or not the Security Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing and (ii) cash.

Clauses (a) through (o) above shall collectively be referred to as the "Collateral."

### DEFINED TERMS

"Accounts" shall mean all "accounts" (as defined in the UCC) of the Debtor whether or not such account has been earned by performance, whether now existing or existing in the future, including without limitation, all (i) accounts receivable, including without limitation, all accounts created by or arising from the Debtor's sales of goods or rendering of services or licensing or subleasing of any such Debtor's Patents, Trademarks, Copyrights or trade secrets and know how; (ii) unpaid seller's rights (including rescission, replevin, reclamation and stopping in transit) relating to the foregoing or arising therefrom; (iii) rights to any goods represented by any of the foregoing, including returned or repossessed goods; (iv) reserves and credit balances held by the Debtor with respect to any such accounts receivable or any account debtor; (v) guarantees or collateral for any of the foregoing; and (vi) insurance policies or rights relating to any of the foregoing.

"Agent" shall mean CIBC, as administrative agent and collateral agent for the Lenders pursuant to the Credit Agreement.

"Art" shall mean all works of art now owned or hereafter acquired by the Debtor, including, without limitation, paintings, sketches, drawings, prints, sculptures, crafts, tapestries, porcelain, carvings, artifacts, renderings and designs.

"Bonding Facility" shall mean the Underwriting and Continuing Indemnity Agreement among, inter alia, Laidlaw Transit, Inc. and Federal Insurance Company and the General Indemnity Agreement among, inter alia, Laidlaw Transit, Inc. and American International Companies, each as in effect on the date hereof.

"Borrowers" shall mean the subsidiaries of Laidlaw listed as borrowers on the signature pages of the Credit Agreement.

"Capital Stock" shall mean any and all shares, interest, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing.

"Cash Management Agreements" shall mean the documentation evidencing the cash management arrangements among Laidlaw, the Credit Parties and the Designated Canadian Entities, the Agent and the Cash Management Banks, which cash management arrangements shall grant sole dominion and control over all accounts of Laidlaw, Laidlaw One, the Credit Parties, and the Designated Canadian Entities to the Agent and, among other things, prohibit cross-border application of cash from operations.

**"Cash Management Banks"** shall mean each of the Lenders serving in the capacity as a depository or cash management bank under a Cash Management Agreement or otherwise (and each a "Cash Management Bank").

**"CIBC"** means Canadian Imperial Bank of Commerce.

**"Copyrights"** shall mean (i) all copyrights, rights and interests in copyrights, works protectable by copyright of the United States, or any other country or political jurisdiction, and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof, or any other country or political subdivision thereof, all whether now owned or hereafter acquired by the Debtor, including, but not limited to, those described on Schedule 5 to the Security Agreement; (ii) all renewals and extensions of any of the foregoing and all licenses thereof (all of the foregoing being herein referred to as the **"Copyrights"**); (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing; (iv) all goodwill associated with and symbolized by any of the foregoing; (v) the right to sue for past, present and future infringements of any of the foregoing; and (vi) all rights corresponding to any of the foregoing throughout the world.

**"Credit Agreement"** shall mean the Revolving Credit and Guaranty Agreement, dated as of October 31, 2000, among the Borrowers, the Guarantors, the Lenders and CIBC.

**"Credit Parties"** shall mean, collectively, the Borrowers and the Guarantors.

**"Designated Canadian Entity"** shall have the meaning given such term in Section 3.09 of the Credit Agreement.

**"Equipment"** shall mean all "equipment" (as defined in the UCC) and all tangible property which is required or necessary for the Debtor to conduct its business including, without limitation, all machinery, all manufacturing, distribution, selling, data processing and office equipment, all furniture, furnishings, appliances, fixtures and trade fixtures, tools, tooling, molds, dies, vessels, aircraft and all other goods of every type and description (other than Inventory) and all parts thereof and all additions and accessories thereto and replacements therefor, in each instance whether now owned or hereafter acquired by the Debtor and wherever located.

**"Foreign Subsidiary"** means any subsidiary organized under the laws of any jurisdiction outside the United States of America.

**"Foreign Subsidiary Voting Stock"** means the voting Capital Stock of any Foreign Subsidiary.

**"General Intangibles"** shall mean all "general intangibles" (as defined in the UCC) including, without limitation, all rights, interests, choses in action, causes of action, claims and all other intangible property of the Debtor of every kind and nature, in each instance whether now owned or hereafter acquired by the Debtor, including, without limitation, all corporate and other business records; all loans, leases, royalties, and other obligations receivable; all inventions, designs, trade secrets, computer programs, software, printouts and other computer materials, goodwill, registrations, copyrights, licenses, franchises, customer lists, credit files, correspondence, and advertising materials; all customer and supplier contracts, firm sale orders, rights under license and franchise agreements (including all license agreements with any other Person in connection with any of the Patents and Trademarks or such other Person's names or marks, whether the Debtor is a licensor or licensee under

any such license agreement), and other contracts and contract rights; all interests in partnerships and joint ventures; all tax refunds and tax refund claims; all right, title and interest under leases, subleases, licenses and concessions and other agreements to the extent assignable relating to real or personal property; all payments due or made to the Debtor in connection with any requisition, confiscation, condemnation, seizure or forfeiture of any property by any person or Governmental Authority; all deposit accounts (general or special) with any bank or other financial institution; all credits with and other claims against carriers and shippers; all rights to indemnification; all reversionary interests in pension and profit sharing plans and reversionary, beneficial and residual interest in trusts; information concerning the manner of operation, business plans, projections and all other information of any kind or character, whether or not reduced to writing, with respect to the conduct by the Debtor of its business not generally known by the public; all proceeds of insurance of which the Debtor is directly or indirectly beneficiary; and all letters of credit, guaranties, liens, security interest and other security held by or granted to the Debtor; and all other intangible property, whether or not similar to the foregoing.

**"Governmental Authority"** shall mean any Federal, state, provincial, municipal or other governmental department, commission, board, bureau, agency or instrumentality or any court, in each case whether of the United States, Canada or a foreign jurisdiction.

**"Grantors"** shall mean the subsidiaries of Laidlaw listed as grantors on the signature pages of the Security Agreement, including, but not limited to, the Debtor.

**"Guarantors"** shall mean the subsidiaries of Laidlaw specified as guarantors on the signature pages of the Credit Agreement.

**"Inventory"** shall mean all "inventory" (as defined in the UCC) including, without limitation, finished goods and merchandise now owned or hereafter acquired by the Debtor wherever located, whether in the possession of the Debtor or of a bailee, lessee or other person for sale, storage, transit, processing, use or otherwise consisting of whole goods, components, supplies, materials, or consigned, returned or repossessed goods which are held for sale or lease or to be furnished (or have been furnished) under any contract of service or which are raw materials, work-in-process, finished goods or materials used or consumed in the Debtor's business or processed by or on behalf of the Debtor.

**"Laidlaw"** shall mean Laidlaw Inc.

**"Laidlaw One"** means Laidlaw One, Inc.

**"Lenders"** shall mean the financial institutions from time to time party to the Credit Agreement.

**"Letter of Credit Account"** shall mean the account established by the Borrowers under the sole dominion and control of the Agent maintained at the office of the Agent at 425 Lexington Avenue, New York, New York 10017, designated as the "The CIBC Letter of Credit Account Re: Laidlaw Bridge Facility" that shall be used solely for the purposes set forth in Sections 2.03(b) and 2.13 of the Credit Agreement.

**"Loan"** shall have the meaning given such term in Section 2.01 of the Credit Agreement.

**"Navistar Vehicles"** shall mean those Vehicles that were financed, in whole or in part, by the Debtor, if any, pursuant to the commercial loan and security agreement with Navistar Financial Corporation, as amended, supplemented, modified, or replaced from time to time consistent with the Loan Documents.

**"Patents"** shall mean all letters patent of the United States or any other country or political subdivision, and all registrations and recordings thereof; including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof; all whether now owned or hereafter acquired by the Debtor, including, but not limited to, those described on Schedule 4 to the Security Agreement and made a part hereof; and all reissues, continuations, continuations-in-part or extensions thereof and all licenses thereof.

**"Person"** shall mean any natural person, corporation, limited liability company, division of a corporation, partnership, limited liability partnership, trust, joint venture, association, company, estate, unincorporated organization or government or any agency or political subdivision thereof.

**"Pledged Collateral"** shall mean the shares of Capital Stock listed on Schedule 6 to the Security Agreement, together with any other shares, stock certificates, options or rights of any nature whatsoever in respect of the Capital Stock of any Person that may be issued or granted to, or held by, the Debtor while the Security Agreement is in effect (provided that in no event shall more than 66 % of the total outstanding Foreign Subsidiary Voting Stock of any Foreign Subsidiary be required to be pledged hereunder).

**"Pledged Notes"** shall mean all chattel paper, all instruments, all notes (including, but not limited to, the notes listed on Schedule 7 to the Security Agreement and made a part hereof) and debt instruments and all payments thereunder and instruments and other property from time to time delivered in respect thereof or in exchange therefor, and all bills of lading, warehouse receipts and other documents of title and documents, in each instance whether now owned or hereafter acquired by the Debtor.

**"Security Agent"** shall mean CIBC, as agent for the Lenders pursuant to the Security Agreement.

**"Security Agreement"** shall mean the Security and Pledge Agreement, dated as of October 31, 2000, by and between the Grantors and CIBC, as agent for the Lenders.

**"Trademark"** shall mean (i) Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or political subdivision thereof, all whether now owned or hereafter acquired by the Debtor, including, but not limited to, those described on Schedule 3 to the Security Agreement and made a part hereof; (ii) all reissues, extensions or renewals thereof and all licenses thereof; (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including damages or payments for past or future infringements of any of the foregoing; (iv) all goodwill associated with and symbolized by any of the foregoing; (v) the right to sue for past, present and future infringements of any of the foregoing; and (vi) all rights corresponding to any of the foregoing throughout the world.

**"Transportation Facilities"** means the bus yards, garages, dispatch centers, terminals and transportation facilities listed on Schedule 10 to the Security Agreement and any and all bus yards,



garages, dispatch centers, terminals and transportation facilities owned, leased, operated by or acquired by the Debtor.

**"Vehicles"** means all cars, trucks, trailers, buses, construction and earth moving equipment and other vehicles covered by a certificate of title law of any state, jurisdiction or province of the United States or Canada (as the case may be) and, in any event including, without limitation, any of the foregoing referred to on Schedule 9 to the Security Agreement, except for Navistar Vehicles.

DATED OCTOBER 31, 2000

THE GRANTORS

AND

CANADIAN IMPERIAL BANK OF COMMERCE

as Security Agent

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**SECURITY AND PLEDGE AGREEMENT**

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Schedule 10	Transportation Facilities

## SECURITY AND PLEDGE AGREEMENT

**SECURITY AND PLEDGE AGREEMENT** (the "Agreement"), dated as of October 31, 2000, by and between the subsidiaries of Laidlaw Inc. ("Laidlaw") listed as grantors on the signature page hereto (each a "Grantor" and collectively, the "Grantors") and **CANADIAN IMPERIAL BANK OF COMMERCE** (acting through one or more of its agencies, branches or affiliates, "CIBC"), as agent (in such capacity, the "Security Agent") for the lenders (the "Lenders") party to the Credit Agreement (as hereinafter defined):

**WHEREAS**, contemporaneously with the execution and delivery of this Agreement, the Security Agent, the Lenders and the Grantors are entering into a Revolving Credit and Guaranty Agreement dated as of the date hereof (as amended, modified or supplemented from time to time, the "Credit Agreement"); and

**WHEREAS**, unless otherwise defined herein, terms defined in the Credit Agreement are used herein as therein defined; and

**WHEREAS**, it is a condition precedent to the making of Loans and the issuance of Letters of Credit under the Credit Agreement that the Grantors shall have granted a security interest, pledge and lien on all property of the Grantors (including, without limitation, all cash and cash equivalents held in the Letter of Credit Account) and the proceeds thereof; and

**NOW, THEREFORE**, in consideration of the premises and in order to induce the Lenders to make Loans and issue the Letters of Credit, the Grantors hereby agree with the Security Agent as follows:

### SECTION 1. DEFINITIONS.

As used in this Agreement, the following terms shall have the meanings specified below:

"Accounts" shall mean all "accounts" (as defined in the UCC) of each Grantor whether or not such account has been earned by performance, whether now existing or existing in the future, including without limitation, all (i) accounts receivable, including without limitation, all accounts created by or arising from each Grantor's sales of goods or rendering of services or licensing or subleasing of any such Grantor's Patents, Trademarks, Copyrights or trade secrets and know how; (ii) unpaid seller's rights (including rescission, replevin, reclamation and stopping in transit) relating to the foregoing or arising therefrom; (iii) rights to any goods represented by any of the foregoing, including returned or repossessed goods; (iv) reserves and credit balances held by each Grantor with respect to any such accounts receivable or any account debtor; (v) guarantees or collateral for any of the foregoing; and (vi) insurance policies or rights relating to any of the foregoing.

"Art" shall mean all works of art now owned or hereafter acquired by each of the Grantors, including, without limitation, paintings, sketches, drawings, prints, sculptures, crafts, tapestries, porcelain, carvings, artifacts, renderings and designs.

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"Capital Stock" means any and all shares, interest, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing.

"Collateral" shall have the meaning ascribed thereto in Section 2.

"Copyrights" shall mean (i) all copyrights, rights and interests in copyrights, works protectable by copyright of the United States, or any other country or political jurisdiction, and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof, or any other country or political subdivision thereof, all whether now owned or hereafter acquired by any of the Grantors, including, but not limited to, those described on Schedule 5 hereto; (ii) all renewals and extensions of any of the foregoing and all licenses thereof (all of the foregoing being herein referred to as the "Copyrights"); (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing; (iv) all goodwill associated with and symbolized by any of the foregoing; (v) the right to sue for past, present and future infringements of any of the foregoing; and (vi) all rights corresponding to any of the foregoing throughout the world.

"Equipment" shall mean all "equipment" (as defined in the UCC) and all tangible property which is required or necessary for any Grantor to conduct its business including, without limitation, all machinery, all manufacturing, distribution, selling, data processing and office equipment, all furniture, furnishings, appliances, fixtures and trade fixtures, tools, tooling, molds, dies, vessels, aircraft and all other goods of every type and description (other than Inventory) and all parts thereof and all additions and accessories thereto and replacements therefor, in each instance whether now owned or hereafter acquired by each of the Grantors and wherever located.

"Foreign Subsidiary" means any subsidiary organized under the laws of any jurisdiction outside the United States of America.

"Foreign Subsidiary Voting Stock" means the voting Capital Stock of any Foreign Subsidiary.

"General Intangibles" shall mean all "general intangibles" (as defined in the UCC) including, without limitation, all rights, interests, choses in action, causes of action, claims and all other intangible property of each of the Grantors of every kind and nature, in each instance whether now owned or hereafter acquired by such Grantor, including, without limitation, all corporate and other business records; all loans, leases, royalties, and other obligations receivable; all inventions, designs, trade secrets, computer programs, software, printouts and other computer materials, goodwill, registrations, copyrights, licenses, franchises, customer lists, credit files, correspondence, and advertising materials; all customer and supplier contracts, firm sale orders, rights under license and franchise agreements (including all license agreements with any other Person in connection with any of the Patents and Trademarks or such other Person's names or

marks, whether such Grantor is a licensor or licensee under any such license agreement), and other contracts and contract rights; all interests in partnerships and joint ventures; all tax refunds and tax refund claims; all right, title and interest under leases, subleases, licenses and concessions and other agreements to the extent assignable relating to real or personal property; all payments due or made to each of the Grantors in connection with any requisition, confiscation, condemnation, seizure or forfeiture of any property by any person or Governmental Authority; all deposit accounts (general or special) with any bank or other financial institution; all credits with and other claims against carriers and shippers; all rights to indemnification; all reversionary interests in pension and profit sharing plans and reversionary, beneficial and residual interest in trusts; information concerning the manner of operation, business plans, projections and all other information of any kind or character, whether or not reduced to writing, with respect to the conduct by any of the Grantors of its business not generally known by the public; all proceeds of insurance of which each of the Grantors is directly or indirectly beneficiary; and all letters of credit, guaranties, liens, security interest and other security held by or granted to each of the Grantors; and all other intangible property, whether or not similar to the foregoing.

"Inventory" shall mean all "inventory" (as defined in the UCC) including, without limitation, finished goods and merchandise now owned or hereafter acquired by each of the Grantors wherever located, whether in the possession of a Grantor or of a bailee, lessee or other person for sale, storage, transit, processing, use or otherwise consisting of whole goods, components, supplies, materials, or consigned, returned or repossessed goods which are held for sale or lease or to be furnished (or have been furnished) under any contract of service or which are raw materials, work-in-process, finished goods or materials used or consumed in such Grantor's business or processed by or on behalf of any Grantor.

"Navistar Vehicles" shall mean those Vehicles that were financed (or will be financed subject to the limitations set forth in clause (v) of the definition of Permitted Liens as defined in the Credit Agreement), in whole or in part, by any Grantor pursuant to the commercial loan and security agreement with Navistar Financial Corporation, as amended, supplemented, modified, or replaced from time to time consistent with the Loan Documents.

"Patents" shall mean all letters patent of the United States or any other country or political subdivision, and all registrations and recordings thereof; including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof; all whether now owned or hereafter acquired by each of the Grantors, including, but not limited to, those described on Schedule 4 annexed hereto and made a part hereof; and all reissues, continuations, continuations-in-part or extensions thereof and all licenses thereof.

"Pledged Collateral" shall mean the shares of Capital Stock listed on Schedule 6, together with any other shares, stock certificates, options or rights of any nature whatsoever in respect of the Capital Stock of any Person that may be issued or granted to, or held by, any Grantor while this Agreement is in effect (provided that in no event shall the following be required to be pledged hereunder (i) more than 66 $\frac{2}{3}$ % of the total outstanding Foreign Subsidiary Voting Stock

of any Foreign Subsidiary or (ii) the Restricted Capital Stock, solely to the extent such pledge is prohibited by the organizational documents of the Person issuing such Restricted Capital Stock.

"Pledged Notes" shall mean all chattel paper, all instruments, all notes (including, but not limited to, the notes listed on Schedule 7 annexed hereto and made a part hereof) and debt instruments and all payments thereunder and instruments and other property from time to time delivered in respect thereof or in exchange therefor, and all bills of lading, warehouse receipts and other documents of title and documents, in each instance whether now owned or hereafter acquired by each of the Grantors.

"Receivables" any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an instrument, chattel paper or whether it has been earned by performance (including, without limitation, any Account).

"Restricted Capital Stock" shall mean the shares of Capital Stock listed on Schedule 6.1, which shares have been issued or granted to, or are held by, any Grantor while this Agreement is in effect.

"Trademark" shall mean (i) Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or political subdivision thereof, all whether now owned or hereafter acquired by any of the Grantors, including, but not limited to, those described on Schedule 3 annexed hereto and made a part hereof; (ii) all reissues, extensions or renewals thereof and all licenses thereof; (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including damages or payments for past or future infringements of any of the foregoing; (iv) all goodwill associated with and symbolized by any of the foregoing; (v) the right to sue for past, present and future infringements of any of the foregoing; and (vi) all rights corresponding to any of the foregoing throughout the world.

"Transportation Facilities" means the bus yards, garages, dispatch centers, terminals, and transportation facilities (including fixtures) associated with any of the foregoing listed on the attached Exhibit A and any and all bus yards, garages, dispatch centers, terminals, transportation facilities (including fixtures) associated with any of the foregoing owned, leased, operated by or acquired by any Grantor.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York, provided that to the extent that by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the security interest in any Collateral or the availability of any remedy is governed by the Uniform Commercial Code as in effect on or after the date hereof in any other jurisdiction, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy.



"Vehicles" means all cars, trucks, trailers, buses, construction and earth moving equipment and other vehicles covered by a certificate of title law of any state, jurisdiction or province of the United States or Canada (as the case may be) whether now owned or hereafter acquired by any of the Grantors including, without limitation, any of the foregoing listed on Schedule 9, except for the Navistar Vehicles.

"Voting Trust Agreement" means the voting trust agreement in respect of the Restricted Capital Stock made as of November 1, 1999, by and among Laidlaw Transit, Inc., David S. Van Galder Living Trust and Harry J. Jordan, Esq., as Trustee.

SECTION 2. GRANT OF SECURITY AND PLEDGE. Each of the Grantors hereby transfers, grants, bargains, sells, conveys, hypothecates, assigns, pledges and sets over to the Security Agent for its benefit and the ratable benefit of the Lenders and hereby grants to the Security Agent for its benefit and the ratable benefit of the Lenders, a perfected pledge and continuing security interest in all of the Grantors' right, title and interest in and to the following whether now owned or existing or hereafter acquired or arising and regardless of where located:

- (a) all Accounts;
- (b) all Art;
- (c) all Copyrights;
- (d) all Equipment;
- (e) all General Intangibles;
- (f) all Inventory;
- (g) all Patents;
- (h) all Pledged Collateral;
- (i) all Pledged Notes;
- (j) all Trademarks;
- (k) all Transportation Facilities;
- (l) all Vehicles;

(m) all property or interests in property now owned or hereafter acquired by each of the Grantors or which may hereafter come into the possession, custody or control of the Security Agent, or any agent or affiliate of the Security Agent in any way or for any purpose (whether for safekeeping, deposit, custody, pledge, transmission, collection or otherwise), and all rights and interests of each of the Grantors, now existing or hereafter arising and however and wherever arising, in respect of any and all (i) money (including all cash and cash equivalents held in the Letter of Credit Account and all amounts held pursuant to the Cash Management

Agreement or otherwise by the Security Agent or any Cash Management Bank, but excluding money pledged by a Grantor under a Bonding Facility); (ii) proceeds of loans, including, without limitation, Loans made under the Credit Agreement; and (iii) insurance proceeds and books and records relating to any of the property covered by this Agreement; together, in each instance, with all accessions and additions thereto, substitutions therefor, and replacements, proceeds and products thereof;

(n) all books, records, ledger cards and other property at any time evidencing or relating to any of the foregoing;

(o) all other personal property of each of the Grantors, whether tangible or intangible, and whether now owned or hereafter acquired; and

(p) all proceeds and products of any of the foregoing, in any form, including, without limitation, any claims against third parties for loss or damage to or destruction of any or all of the foregoing and to the extent not otherwise included, all (i) payments under insurance (whether or not the Security Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing and (ii) cash (Clause 2(a) through (p) together, the "Collateral").

SECTION 3. SECURITY FOR OBLIGATIONS. This Agreement and the other Collateral Documents secure the payment of all Obligations of each of the Grantors.

SECTION 4. DELIVERY OF PLEDGED COLLATERAL. Each Grantor shall deliver to the Security Agent all original certificates or instruments representing or evidencing the Pledged Collateral and the Pledged Notes shall be delivered to and held by the Security Agent pursuant hereto and shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Security Agent. All Pledged Securities that are certificated securities shall be in bearer form or, if in registered form, shall be endorsed to the Security Agent or in blank. Upon the occurrence and during the continuance of any Event of Default, the Security Agent shall have the right (for the ratable benefit of itself and the Lenders), at any time in its discretion and without notice to the Grantors, to transfer to or to register in the name of the Security Agent or any of its nominees any or all of the Pledged Collateral and all of the Pledged Notes.

SECTION 5. REPRESENTATIONS, WARRANTIES AND COVENANTS. Each Grantor, jointly and severally, represents, warrants and covenants as follows:

5.01. General and as to the Pledged Collateral.

(a) This Agreement has been duly authorized, executed and delivered by each Grantor and is the legally valid and binding obligation of each Grantor, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally.

(b) All of the Inventory and/or Equipment of each Grantor is located at the places specified on Schedule 1 hereto. The chief places of business and chief executive offices of each

of the Grantors and the offices where each Grantor keeps its records concerning any Accounts and all originals of all chattel paper which evidence any Account are located at the places specified on Schedule 2 hereto. All trade names and fictitious names under which each of the Grantors have conducted business in the last five years, performed services and where they have sold or will sell Inventory are listed on Schedule 2 hereto.

(c) Each of the Grantors owns the Collateral free and clear of any lien, security interest, charge or encumbrance except for the security interest created by this Agreement and except as permitted under Section 6.01 of the Credit Agreement. No effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office, except (i) such as may have been filed in favor of the Security Agent relating to this Agreement and (ii) in favor of any holder of a Lien permitted under Section 6.01 of the Credit Agreement.

(d) As of the date hereof, set forth on Schedule 6 hereto is a complete and accurate list and description of all the Pledged Collateral of each Grantor. The Pledged Collateral set forth on Schedule 6 constitutes all of the equity interests of each Grantor in the corporations listed on such schedule.

(e) As of the date hereof, the Pledged Collateral set forth on Schedule 6 and the Restricted Capital Stock set forth on Schedule 6.1 hereto constitute all of the equity interests of each of the Grantors in any Person.

(f) Except as expressly permitted by the Credit Agreement, no Grantor shall assign (by operation of law or otherwise), sell, lease, transfer, pledge or grant a security interest in or otherwise dispose of or abandon, nor will any Grantor suffer or permit any of the same to occur with respect to, any Pledged Collateral, and the inclusion of "proceeds" of the Pledged Collateral under the security interest granted herein shall not be deemed a consent by the Security Agent or any beneficiary to any sale or other disposition of any Pledged Collateral.

(g) Each representation and warranty set forth in Section 3 of the Credit Agreement made by the Grantors is true and correct and such representations and warranties are hereby incorporated herein by this reference with the same effect as though set forth in their entirety herein.

(h) No Grantor, and each Grantor represents that none of the other members of the Group is in violation of any law, material agreement or constitutive document in connection with the execution, delivery and performance of this Agreement.

(i) The Pledged Collateral has been duly authorized and validly issued and is fully paid and non-assessable.

(j) The security interests granted pursuant to this Agreement upon completion of the filings, applications for the notation of the liens created hereunder on certificates of title covering any of the Collateral and other actions specified on Schedule 8 (which, in the case of all filings and other documents referred to on said Schedule, have been delivered to the Security Agent in completed and duly executed form) will constitute valid, perfected, first priority security interests in all of the Collateral in favor of the Security Agent, for the ratable benefit of

the Agent and the Lenders, as collateral security (for all of the Obligations, enforceable in accordance with the terms hereof against all creditors of such Grantor and, except as otherwise provided under applicable law, any Persons purporting to purchase any Collateral from such Grantor) and are prior to all other Liens on the Collateral in existence on the date hereof.

(k) Each Grantor hereby authorizes the Security Agent (or any Person or entity appointed or designated by the Security Agent) to take all actions specified on Schedule 8 at the expense of the Grantors (including, without limitation, the filing of any UCC financing statements or amendments thereto, applications for the notation of the liens created hereunder on certificates of title covering any of the Collateral and any other documents or instruments).

(l) Each Grantor, as the case may be, is the sole holder of record and the legal and beneficial owner of the Pledged Collateral as described on Schedule 6 free and clear of any lien, security interest, option or other charge or encumbrance, except for the security interest created by this Agreement.

(m) No authorization, approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body is required either (i) for the grant by each of the Grantors of the security interests granted hereby or for the execution, delivery or performance of this Agreement by each of the Grantors or (ii) for the perfection of the security interests or the exercise by the Security Agent of its rights and remedies hereunder.

(n) The Pledged Notes delivered at any time by the Grantor to the Security Agent in accordance with this Agreement or the Credit Agreement shall at all times constitute all of the Pledged Notes owned by the Grantor at each such time.

(o) Each Grantor cannot pledge more than 66⅔% of the Foreign Subsidiary Voting Stock of each Foreign Subsidiary without there occurring a material adverse tax event to such Grantor or Laidlaw.

#### 5.02. As to Vehicles.

(a) Schedule 9 is a complete and correct list of all Vehicles owned by each Grantor on the date hereof.

(b) No Vehicle shall be removed from the state, province or jurisdiction which has issued the certificate of title/ownership therefor for a period in excess of forty-five (45) days, without prior written consent of the Security Agent.

(c) Each Grantor shall, as soon as practicable, deliver to the Security Agent, as Collateral, the certificate of title/ownership for any Vehicle (i) acquired by such Grantor subsequent to the date hereof immediately upon its receipt after the date of such acquisition or (ii) set forth on Schedule 9.2, which schedule sets forth all of the Specified Vehicles (as defined below) that have not been delivered to the Security Agent as of the date hereof.

(d) Upon the occurrence of the events in Section 2.01(c) or 2.01(d) of the Credit Agreement, such applications for certificates of title/ownership indicating the Security Agent's first priority security interest in the Vehicles listed on Schedule 9.1 (the "Specified Vehicles")

covered by such certificates, and any other necessary documentation, shall be filed in each office in each jurisdiction which the Security Agent shall in its discretion deem advisable to perfect its security interests in the Specified Vehicles (it being understood that the Security Agent shall not have the right to note its lien upon the certificates of title/ownership of the Specified Vehicles until the events set forth in Section 2.01(c) or 2.01(d) of the Credit Agreement have occurred.

(e) Each Grantor shall, subject to the provisions of the Credit Agreement, maintain or cause to be maintained in good repair, working order and condition, excepting ordinary wear and tear and damage due to casualty, all of the Vehicles, and make or cause to be made all appropriate repairs, renewals and replacements thereof, to the extent not obsolete and consistent with past practice of such Grantor, as quickly as practicable after the occurrence of any loss or damage thereto which are necessary or reasonably desirable to such end, except where the failure to do any of the foregoing would not result in a material adverse effect on the assets, prospects, properties or condition (financial or otherwise) of the Grantors, taken as a whole.

5.03. Insurance. Each Grantor shall:

(a) Keep its assets, or cause its tenants under applicable leases to keep its assets, which are of an insurable character insured at all times with financially sound and reputable insurance companies, against such risks as is customary for companies of the same or similar size in the same or similar businesses. All such insurance maintained by the Grantors shall (i) contain a Lender's Loss Payable Endorsement in favor of the Security Agent on behalf of the Lenders in all loss or damage insurance policies and have a severability of interest clause in all liability insurance policies, (ii) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) days after written notice to the Security Agent (on behalf of the Lenders) thereof, (iii) name the Security Agent (for the benefit of the Lenders) as loss payee for physical damage insurance with respect to property which constitutes Collateral as to which a Lien has been granted to the Security Agent, with the right, if an Event of Default has occurred and is then continuing, to adjust losses and claims with respect to such property, and as an additional insured for liability insurance (provided, that with respect to property to which a Lien permitted hereunder has been granted to another creditor, such other creditor may also be named as loss payee, with payment to be made as their interest may appear and as an additional insured, with the Security Agent), (iv) state that neither the Security Agent nor any of the Lenders shall be responsible for premiums, commissions, club calls, assessments or advances, (v) contain a waiver of all rights of set-off, counterclaim, deduction or subrogation against the Security Agent and the Lenders and (vi) be reasonably satisfactory in all other respects (including deductibles) to the Security Agent.

(b) Upon the request of the Security Agent, furnish to the Security Agent, an updated schedule describing all insurance maintained by the Grantors which schedule shall set forth, for each insurance policy, the policy number, the type of coverage, the policy limits and deductibles, the insurer (and reinsurers, if applicable) and the expiration date.

(c) Furnish to the Security Agent, to the extent not previously delivered, original certificates of insurance for all insurance maintained by the Grantors which certificates shall comply with the requirements of this Section 5.03 set forth above and contain signatures of duly

authorized representatives of the insurer, at all times prior to policy termination, cessation or cancellation.

(d) Maintain or cause to be maintained such other insurance or self insurance as may be required by Applicable Law.

5.04. As to Equipment, Transportation Facilities and Inventory. Each Grantor:

(a) Shall keep the Equipment and Inventory (other than Inventory sold in the ordinary course of business) at the places specified therefor on Schedule 1 hereto or, upon 30 days prior written notice to the Security Agent, at other places in jurisdictions where all action required by Section 6 shall have been taken to assure the continuation of the perfection of the security interest of the Security Agent (for its benefit and the ratable benefit of the Lenders) with respect to the Equipment and Inventory.

(b) Shall, subject to the provisions of the Credit Agreement, maintain or cause to be maintained in good repair, working order and condition, excepting ordinary wear and tear and damage due to casualty, all of the Equipment, and make or cause to be made all appropriate repairs, renewals and replacements thereof, to the extent not obsolete and consistent with past practice of such Grantor, as quickly as practicable after the occurrence of any loss or damage thereto which are necessary or reasonably desirable to such end, except where the failure to do any of the foregoing would not result in a material adverse effect on the assets, prospects, properties or condition (financial or otherwise) of the Grantors, taken as a whole.

(c) Represents and warrants in favor of the Security Agent that any and all Transportation Facilities are accurately described on Schedule 10 and that no lien, mortgage, security interest or lease exists on any Transportation Facilities. In the event that additional Transportation Facilities are acquired subsequent to the date of this Agreement, the Grantors shall provide the Security Agent with the information described on Schedule 10 for the additional facility.

(d) Shall continue to operate the Transportation Facilities in the manner they have in the past and consistent with law and good business practice.

(e) Shall, until satisfaction in full of the Obligations, at any time when an Event of Default has occurred and is continuing: (i) perform any and all reasonable actions requested by the Security Agent to enforce the Security Agent's security interest in the Inventory and Equipment and all of the Security Agent's rights hereunder, such as leasing warehouses to the Security Agent or its designee, placing and maintaining signs, appointing custodians, transferring Inventory or Equipment to warehouses, and delivering to the Security Agent warehouse receipts and documents of title in the Security Agent's name; (ii) if any Inventory or Equipment is in the possession or control of any of the Grantors' agents, contractors or processors or any other third party, each such Grantor will notify the Security Agent thereof and will notify such agents, contractors or processors or third party of the Security Agent's security interest therein and, upon request, instruct them to hold all such Inventory or Equipment for the Security Agent and such Grantor's account, as their interests may appear, and subject to the Security Agent's instructions; (iii) the Security Agent shall have the right to hold all Inventory and Equipment subject to the

security interest granted hereunder; and (iv) the Security Agent shall have the right to take possession of the Inventory and Equipment or any part thereof and to maintain such possession on such Grantor's premises or to remove any or all of the Inventory and Equipment to such other place or places as the Security Agent desires in its sole discretion. If the Security Agent exercises its right to take possession of the Inventory or Equipment, such Grantor, upon the Security Agent's demand, will assemble such Inventory or Equipment and make it available to the Security Agent at such Grantor's premises at which it is located.

5.05. As to Accounts.

(a) Each Grantor shall keep its chief place of business and chief executive office and the office where it keeps its records concerning the Accounts, and the offices where it keeps all originals of all chattel paper which evidence Accounts, at the location therefor specified herein or, upon 30 days' prior written notice to the Security Agent, at such other locations in a jurisdiction where all actions required by Section 6 shall have been taken with respect to the Accounts. Each Grantor will hold and preserve such records and chattel paper and will permit representatives of the Security Agent, at any time during normal business hours, to inspect and make abstracts from such records and chattel paper in accordance with the Credit Agreement.

(b) Except as otherwise provided in this subsection 5.05(b), each Grantor shall continue to collect in accordance with its customary practice, at its own expense, all amounts due or to become due to such Grantor under the Accounts and, prior to the occurrence and continuance of an Event of Default, such Grantor shall have the right to adjust, settle or compromise the amount or payment of any Account, or release wholly or partly any account debtor or obligor thereof, or allow any credit or discount thereon, all in accordance with its customary practices. In connection with such collections, the Grantors may, upon the occurrence and during the continuation of an Event of Default, take (and at the direction of the Security Agent shall take) such action as the Grantors or the Security Agent may deem necessary or advisable in its sole discretion to enforce collection of the Accounts; provided that upon written notice by the Security Agent to any Grantor, following the occurrence and during the continuation of an Event of Default, of its intention so to do, the Security Agent shall have the right to notify the account debtors or obligors under any Accounts of the assignment of such Accounts to the Security Agent and to direct such account debtors or obligors to make payment of all amounts due or to become due to such Grantor thereunder directly to the Security Agent and, upon such notification and at the expense of such Grantor, to enforce collection of any such Accounts, and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done; provided, further, that the foregoing proviso shall not apply to Accounts that are subject to Liens duly granted pursuant to any Bonding Facility. After receipt by such Grantor of the notice referred to in the proviso to the preceding sentence, (i) all amounts and proceeds (including instruments) received by such Grantor in respect of the Accounts shall be received in trust for the benefit of the Security Agent (for the ratable benefit of the Lenders) hereunder, shall be segregated from other funds of the Grantors and shall be forthwith paid over to the Security Agent in the same form as so received (with any necessary endorsement) to be held as cash collateral and either (A) released to the Grantors if such Event of Default shall have been cured or waived or (B) if such Event of Default shall be continuing, applied as provided by Section 13 hereof, and (ii) the Grantors shall not

adjust, settle or compromise the amount or payment of any Account, or release wholly or partly any account debtor or obligor thereof, or allow any credit or discount thereon.

5.06. As to Trademarks, Patents and Copyrights.

(a) No Grantor owns any Trademarks, Patents or Copyrights or has any material Trademarks, Patents or Copyrights registered in, or the subject of pending applications in, the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those described on Schedules 3, 4 and 5 hereto. The registrations for the Collateral disclosed on such Schedules 3, 4 and 5 hereto are valid and subsisting and in full force and effect. None of the Patents or Copyrights have been abandoned or dedicated.

(b) Each Grantor shall, either itself or through licensees, continue to use the Trademarks as each is currently used in the Grantor's business in order to maintain the Trademarks in full force and effect free from any claim of abandonment for non-use and each such Grantor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated, unless such failure to use a Trademark is not reasonably likely to have a material adverse effect on the prospects, condition (financial or otherwise), operation or properties of any Borrower or the Grantors taken as a whole.

(c) No Grantor will do any act, or omit to do any act, whereby the Patents or Copyrights may become abandoned or dedicated and each such Grantor shall notify the Security Agent immediately if it knows of any reason or has reason to know that any application or registration may become abandoned or dedicated, unless such abandonment or dedication is not reasonably likely to have a material adverse effect on the prospects, condition (financial or otherwise), operations or properties of any Borrower or the Grantors taken as a whole.

(d) No Grantor will, either itself or through any agent, employee, licensee or designee, (i) file an application for the registration of any Patent or Trademark or Copyright with the United States Patent and Trademark Office, United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof or (ii) file any assignment of any Patent or Trademark or Copyright, which such Grantor may acquire, own or license from a third party, with the United States Patent and Trademark Office, United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, unless such Grantor shall, within 30 days after the date of such filing, notify the Security Agent thereof, and, upon request of the Security Agent, execute and deliver any and all supplements hereto, assignments, agreements, instruments, documents and papers as the Security Agent may request to evidence the Security Agent's security interest in such Patent or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby, and such Grantor hereby constitutes the Security Agent its attorney-in-fact to execute and file all such writings for the foregoing purposes, all lawful acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full.



(e) Each Grantor will take all necessary steps in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain in all material respects each application and registration of all material Trademarks, Patents and Copyrights, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings.

(f) Each Grantor will perform all acts and execute and deliver all further instruments and documents, including, without limitation, a power of attorney in the form attached hereto or assignments for security in form suitable for filing with the United States Patent and Trademark Office, and the United States Copyright Office, respectively, reasonably requested by the Security Agent at any time to evidence, perfect, maintain, record and enforce the Security Agent's interest in all material Trademarks, Patents and Copyrights or otherwise in furtherance of the provisions of this Agreement, and each Grantor hereby authorizes the Security Agent to execute and file one or more accurate financing statements (and similar documents) or copies thereof or of this Security Agreement with respect to material Patents, Trademarks and Copyrights signed only by the Security Agent.

(g) Each Grantor will, upon acquiring knowledge of any use by any person of any term or design likely to cause confusion with any material Trademark, promptly notify the Security Agent of such use, and if requested by the Security Agent, shall join with the Security Agent, at such Grantor's expense, in such action as the Security Agent, in its reasonable discretion, may deem advisable for the protection of the Security Agent's interest in and to the Trademarks.

(h) The Grantors may supplement Schedules 3, 4 and 5 hereto to add Trademarks, Copyrights, Patents which the Grantors shall acquire or grant after the date hereof, and such supplements shall become part of such schedules.

(i) The Grantors shall execute and deliver one or more supplements in the form attached hereto in respect of each Patent, Trademark and Copyright now or hereafter owned by the Grantor.

5.07. As to the Pledged Collateral; Voting Rights; Dividends, etc.

(a) So long as no Event of Default shall have occurred and be continuing: (i) the Grantors (as applicable) shall be entitled to exercise any and all voting and other consensual rights pertaining to the Pledged Collateral or any part thereof for any purpose not inconsistent with the terms of this Agreement; (ii) subject to the provisions of Section 5.07 (b) hereof, such Grantors shall be entitled to receive and retain any and all dividends paid in respect of the Pledged Collateral; provided that any and all (A) dividends paid or payable other than in cash in respect of, and instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for, any Pledged Collateral, and (B) dividends and other distributions paid or payable in cash in respect of any Pledged Collateral in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in-surplus, (C) cash paid, payable or otherwise distributed in respect of, or in redemption of, or in exchange for, any Pledged Collateral; shall be, and shall be forthwith

delivered to the Security Agent, to hold as Pledged Collateral and shall, if received by any of the Grantors, be received in trust for the benefit of the Security Agent, be segregated from the other property or funds of such Grantor, and be forthwith delivered to the Security Agent as Pledged Collateral in the same form as so received (with any necessary endorsement); and (iii) the Security Agent shall execute and deliver (or cause to be executed and delivered) to the Grantors (as applicable) all such proxies and other instruments as the Grantors (as applicable) may reasonably request for the purpose of enabling such Grantor to exercise the voting and other rights which it is entitled to exercise pursuant to paragraph (i) above and to receive the dividends which it is authorized to receive and retain pursuant to paragraph (ii) above;

(b) Upon the occurrence and during the continuance of an Event of Default: all rights of such Grantors (as applicable) to exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant to Section 5.07(a)(i) and to receive the dividends which it would otherwise be authorized to receive and retain pursuant to Section 5.07(a)(ii) shall cease, and all such rights shall thereupon become vested in the Security Agent, who shall thereupon have the sole right to exercise such voting and other consensual rights and to receive and hold as Pledged Collateral any such dividends; and (ii) all dividends which are received by such Grantors contrary to the provisions of paragraph (i) of this Section 5.07(b) shall be received in trust for the benefit of the Security Agent, shall be segregated from other funds of the Grantors and shall be forthwith paid over to the Security Agent as Pledged Collateral in the same form as so received (with any necessary endorsement).

5.08. Restricted Capital Stock. Laidlaw Transit, Inc. covenants with the Security Agent that, forthwith after the termination of the Voting Trust Agreement, it shall deliver the Restricted Capital Stock to the Security Agent accompanied by a duly executed instrument of transfer or assignment in blank in form and substance satisfactory to the Security Agent.

## SECTION 6. FURTHER ASSURANCES.

(a) Each of the Grantors agrees that from time to time, at the expense of the Grantors, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary, or that the Security Agent may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable the Security Agent to exercise and enforce any of its rights and remedies hereunder with respect to any Collateral.

(b) Each Grantor hereby authorizes the Security Agent to file, in any jurisdiction which the Security Agent deems necessary and appropriate, this Security and Pledge Agreement and/or one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of such Grantor where permitted by law.

(c) Each Grantor will furnish to the Security Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Security Agent may reasonably request, all in reasonable detail.

(d) The Grantor hereby agrees from time to time hereafter, that upon the acquisition or creation of additional Pledged Notes, that it will execute and deliver to the Security Agent, for its benefit and the benefit of the Lenders, such additional Pledged Notes, in each case, accompanied by appropriate endorsements executed in blank.

SECTION 7. INSURANCE. Upon the occurrence and during the continuance of any Event of Default, all insurance payments in respect of the Collateral shall be held, applied and paid to the Security Agent as specified in Section 13 hereof.

SECTION 8. TRANSFERS TO OTHERS; LIENS; ADDITIONAL SHARES. Each Grantor shall not:

(a) Sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Collateral, except for dispositions otherwise expressly permitted by the Credit Agreement.

(b) Create or suffer to exist any lien, security interest or other charge or encumbrance upon or with respect to any of the Collateral to secure any obligation of any person or entity, except for the security interest created by this Agreement, or except as otherwise expressly permitted by the Credit Agreement.

(c) Each of the Grantors (as applicable) agrees that it will (i) cause each of the issuers of Pledged Collateral that are wholly-owned Subsidiaries not to issue any stock or other securities in addition to or substitution for the Pledged Collateral issued by such issuer, except to the respective Grantor and (ii) pledge hereunder, immediately upon its acquisition (directly or indirectly) thereof, any and all such additional shares of stock or other securities of each issuer of the Pledged Collateral.

SECTION 9. SECURITY AGENT APPOINTED ATTORNEY-IN-FACT. Each Grantor hereby irrevocably appoints the Security Agent such Grantor's attorney-in-fact (which appointment shall be irrevocable and deemed coupled with an interest), with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time in the Security Agent's discretion, upon and during the occurrence and continuation of an Event of Default, to take any action and to execute any instrument which the Security Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to obtain and adjust insurance required to be paid to the Security Agent pursuant to Section 7,

(b) to ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral,

(c) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) or (b) above,

(d) to receive, endorse and collect all instruments made payable to the Grantors representing any dividend or other distribution in respect of the Pledged Collateral or any part thereof and to give full discharge or the same, and

(e) to file any claims or take any action or institute any proceedings which the Security Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Security Agent with respect to any of the Collateral.

SECTION 10. SECURITY AGENT MAY PERFORM. If any Grantor fails to perform any agreement contained herein, the Security Agent may (but shall not be obligated to) itself perform, or cause performance of, such agreement, and the expenses of the Security Agent incurred in connection therewith shall be payable by the Grantors.

#### SECTION 11. AS TO RECEIVABLES.

(a) The Security Agent in its own name or in the name of others may at any time communicate with obligors under the Receivables to verify with them to the Security Agent's satisfaction the existence, amount and terms of any Receivables.

(b) Upon the request of the Security Agent at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall notify obligors on the Receivables that the Receivables have been assigned to the Security Agent for the ratable benefit of the Agent and the Lenders and that payments in respect thereof shall be made directly to the Security Agent, provided that such provision shall not be operative in respect of any Accounts which are subject to a first priority lien duly granted under any Borrowing Facility.

(c) Each Grantor shall remain liable under each of the Receivables to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither the Security Agent nor any Lender shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) by reason of, or arising out of, this Agreement or the receipt by the Security Agent or any Lender of any payment relating thereto, nor shall the Security Agent or any Lender be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto) to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

SECTION 12. THE SECURITY AGENT'S DUTIES. The powers conferred on the Security Agent hereunder are solely to protect its interest and the interests of the Lenders in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Security Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral, including, without limitation, ascertaining or taking action with respect to calls,

conversions, exchanges, maturities, tenders or other matters relative to any Pledged Collateral, whether or not the Security Agent has or is deemed to have knowledge of such matters.

SECTION 13. REMEDIES. If any Event of Default shall have occurred and be continuing:

13.01. Generally.

(a) The Security Agent may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the UCC and other applicable law and also may (i) require each Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of the Security Agent forthwith, assemble all or part of the Collateral as directed by the Security Agent and make it available to the Security Agent at a place to be designated by the Security Agent which is reasonably convenient to both parties and (ii) without notice except as specified in the following sentence, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Security Agent's offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as the Security Agent may deem commercially reasonable. Each Grantor agrees that, to the extent notice of such sale shall be required by law, at least ten days' notice to the Grantors of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Security Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Security Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) The Security Agent may instruct the Grantors not to make any further use of the Patents, Copyrights or Trademarks or any mark similar thereto for any purpose to the extent that such use would be inconsistent with the exercise by the Security Agent of any other remedies under this Section.

(c) The Security Agent may license, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any of the Trademarks, Patents or Copyrights throughout the world for such term or terms, on such conditions, and in such manner, as the Security Agent shall in its sole discretion determine.

(d) The Security Agent may (without assuming any obligations or liability thereunder), at any time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of the Grantors in, to and under any one or more license agreements with respect to the Collateral, and take or refrain from taking any action under any thereof, and each of the Grantors hereby releases the Security Agent from, and agrees to hold the Security Agent free and harmless from and against any claims arising out of, any action taken or omitted to be taken with respect to any such license agreement.

(e) In the event of any such license, assignment, sale or other disposition of the Collateral, or any of it, each Grantor shall supply its know-how and expertise relating to the manufacture and sale of the products bearing or in connection with the Trademarks, Patents or

Copyrights, and its customer lists and other records relating to the Trademarks, Patents or Copyrights and to the distribution of said products, to the Security Agent or its designee.

(f) In order to implement the assignment, sale or other disposal of any of the Trademarks, Patents or Copyrights, the Security Agent may, at any time, pursuant to the authority granted in Section 10 hereof, execute and deliver on behalf of the Grantors, one or more instruments of assignment of the Trademarks, Patents or Copyrights (or any application of registration thereof), in form suitable for filing, recording or registration in any country.

(g) All cash proceeds received by the Security Agent in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of the Security Agent, be held by the Security Agent as collateral for, and then or at any time thereafter applied (after payment of any amounts payable to the Security Agent pursuant to Section 10 hereof) in whole or in part against, all or any part of the Obligations in such order as the Security Agent shall elect. Any surplus of such cash or cash proceeds held by the Security Agent and remaining after payment in full of all the Obligations shall be paid over to the Grantors or to whomsoever may be lawfully entitled to receive such surplus.

(h) Each Grantor further acknowledges that a violation, contravention or breach of this Agreement may cause significant harm to the Agent and the Lenders and, in order to protect against such violation, contravention or breach, it, in advance, agrees (i) to the granting of injunctive relief in favor of the Agent and the Lenders, without proof of actual damages, in addition to any other remedy (other than damages) to which they may be entitled and (ii) that the Agent and the Lenders shall, subject to the discretion of a court of competent jurisdiction, each constitute a "complainant" for purposes of any oppression action brought by the Agent or the Lenders under, among other things, the *Canada Business Corporations Act or Corporations Act* (Ontario).

#### 13.02. As to the Pledged Collateral.

(a) If any of the Pledged Collateral is sold by the Security Agent upon credit or for future delivery, the Security Agent shall not be liable for the failure of the purchaser to purchase or pay for the same and, in the event of any such failure, the Security Agent may resell such Pledged Collateral. In no event shall any Grantor be credited with any part of the proceeds of sale of any Pledged Collateral until cash payment therefor has actually been received by the Security Agent.

(b) The Security Agent or any Beneficiary may purchase any Pledged Collateral at any public sale and, if any Pledged Collateral is of a type customarily sold in a recognized market or is of the type that is the subject of widely distributed standard price quotations, the Security Agent or any Lender may purchase such Pledged Collateral at private sale, free from any right of redemption, which is hereby waived and released to the extent permitted by applicable law, and in each case may make payment therefor by any means, including, without limitation, by release or discharge of the Obligations in lieu of cash payment.

(c) No demand, advertisement or notice, all of which are hereby expressly waived, shall be required in connection with any sale or other disposition of any part of the

Pledged Collateral that threatens to decline speedily in value or that is of a type customarily sold on a recognized market; otherwise the Security Agent shall give the applicable Grantor at least ten days' prior notice of the time and place of any public sale and of the time after which any private sale or other disposition is to be made, which notice each Grantor agrees is reasonable.

(d) The Security Agent shall not be obligated to make any sale of Pledged Collateral if it shall determine not to do so, regardless of the fact that notice of sale may have been given. The Security Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned.

(e) If at any time when the Security Agent shall determine to exercise its right to sell all or any part of the Pledged Collateral pursuant to this Section 13, such Pledged Collateral or the part thereof to be sold shall not be effectively registered under the Securities Act of 1933, as amended, and as from time to time in effect, and the rules and regulations thereunder (the "Securities Act"), the Security Agent is hereby expressly authorized to sell such Pledged Collateral or such part thereof by private sale in such manner and under such circumstances as the Security Agent may deem necessary or advisable in order that such sale may legally be effected without such registration. Without limiting the generality of the foregoing, in any such event the Security Agent, in compliance with applicable securities laws, (i) may proceed to make such private sale notwithstanding that a registration statement for the purpose of registering such Pledged Collateral or such part thereof shall have been filed under such Securities Act, (ii) may approach and negotiate with a restricted number of potential purchasers to effect such sale and (iii) may restrict such sale to purchasers as to their number, nature of business and investment intention including without limitation to purchasers each of whom will represent and agree to the satisfaction of the Security Agent that such purchaser is purchasing for its own account, for investment, and not with a view to the distribution or sale of such Collateral, or part thereof, it being understood that the Security Agent may cause or require each Grantor, and each Grantor hereby agrees upon the written request of the Security Agent, to cause (A) a legend or legends to be placed on the certificates to be delivered to such purchasers to the effect that the Pledged Collateral represented thereby have not been registered under the Securities Act and setting forth or referring to restrictions on the transferability of such securities; and (B) the issuance of stop transfer instructions to such Issuer's transfer Agent, if any, with respect to the Pledged Collateral, or, if such Issuer transfers its own securities, a notation in the appropriate records of such Issuer. In the event of any such sale, each Grantor does hereby consent and agree that the Security Agent shall incur no responsibility or liability for selling all or any part of the Pledged Collateral at a price which the Security Agent may deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might be realized if the sale were public and deferred until after registration as aforesaid. The Security Agent shall have no obligation to delay sale of any such securities for the period of time necessary to permit the issuer of such securities, even if such issuer would agree, to register such securities for public sale under the Securities Act. Each Grantor agrees that private sales made under the foregoing circumstances shall be deemed to have been made in a commercially reasonable manner.

(f) The remedies provided herein in favor of the Security Agent shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in favor of the Security Agent existing at law or in equity.

#### SECTION 14. INDEMNITY AND EXPENSES.

(a) Each Grantor, jointly and severally, agrees to indemnify the Security Agent from and against any and all claims, losses and liabilities growing out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities directly arising from the Security Agent's own gross negligence or willful misconduct as found by a final non-appealable court order or judgment by a court of competent jurisdiction.

(b) The Grantors will upon demand pay to the Security Agent the amount of any and all reasonable expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, which the Security Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of the Security Agent hereunder or (iv) the failure by any of the Grantors to perform or observe any of the provisions hereof.

(c) The Grantors assume all responsibility and liability arising from the use of the Trademarks, Patents and Copyrights, and the Grantors hereby, jointly and severally, indemnify and hold the Security Agent harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted or sold by any of the Grantors in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by any of the Grantors except as the same may have resulted from the gross negligence, or willful misconduct as found by a final non-appealable court order or judgment by a court of competent jurisdiction.

(d) Each of the Grantors agrees that the Security Agent does not assume, and shall have no responsibility for, the payment of any sums due or to become due under any agreement or contract included in the Collateral or the performance of any obligations to be performed under or with respect to any such agreement or contract by any of the Grantors, and except as the same may have resulted from the gross negligence or willful misconduct as found by court order or judgment by a court of competent jurisdiction of the Security Agent, each of the Grantors hereby jointly and severally agree to indemnify and hold the Security Agent harmless with respect to any and all claims by any person relating thereto.

#### SECTION 15. MISCELLANEOUS.

15.01. Security Interest Absolute. All rights of the Security Agent and security interests hereunder, and all obligations of each of the Grantors hereunder, shall be absolute and unconditional, irrespective of any circumstance which might constitute a defense available to, or a discharge of, any guarantor or other obligor in respect of the Obligations.

15.02. Amendments; etc. No amendment or waiver of any provision of this Agreement, nor any consent to any departure by any of the Grantors herefrom, shall in any event



be effective unless the same shall be in writing and signed by the party against whom enforcement is sought, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

15.03. Successors and Assigns. This Agreement is for the benefit of the Security Agent and its successors and assigns, and in the event of an assignment of all or any of the Obligations in accordance with the terms of the Credit Agreement, the rights hereunder, to the extent applicable to the Obligations so assigned, may be transferred with such Obligations. No Grantor may assign its obligations under this Agreement to any person without the prior written consent of the Security Agent, any such purported assignment without such prior written consent being null and void. Subject to the foregoing, this Agreement shall be binding on each Grantor and its successors and permitted assigns.

15.04. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing and shall be given in accordance with the applicable provisions of the Credit Agreement.

15.05. Failure or Indulgence. No failure or delay on the part of the Security Agent in the exercise of any power, right or privilege hereunder shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or any other right, power or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

15.06. Survival. All representations and warranties of each Grantor contained in this Agreement shall survive the making, execution and delivery of this Agreement

15.07. Continuing Security Interest. This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the indefeasible payment in full in cash of the Obligations and termination of the Commitments, (ii) be binding upon each of the Grantors, their successors and assigns and in the case of Grantors, permitted assigns and (iii) inure, together with the rights and remedies of the Security Agent hereunder, to the benefit of the Security Agent and each of the Lenders and their respective successors, transferees and assigns. Upon the indefeasible payment in full in cash of the Obligations and termination of the Commitments, the security interest granted hereby shall terminate and all rights to the Collateral shall revert to the Grantors subject to any existing liens, security interests or encumbrances on such Collateral. Upon any such termination, the Security Agent will, at the Grantor's expense, execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

15.08. Set-Off. Upon the occurrence and during the continuance of any Event of Default, the Security Agent and each Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all Deposits to or for the credit or the account of any Grantor against any and all of the obligations of such Grantor now or hereafter existing under the Loan Documents, irrespective of whether or not such Lender or the Security Agent shall have made any demand under any Loan Document and although such obligations may not have been accelerated. Each Lender and the Agent agrees promptly to

notify the Grantor after any such set-off and application made by such Lender or by the Agent, as the case may be, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of each Lender and the Security Agent under this Section are in addition to other rights and remedies which such Lender and the Security Agent may have upon the occurrence and during the continuance of any Event of Default. Nothing contained herein or under any other Loan Document shall permit the Security Agent or any Lender to exercise any set off or similar right (including any right under Section 553 of the U.S. Bankruptcy Code) against any Deposit held for the credit or account of any member of the Group in respect of any obligations of any member of the Group under the Syndicated Credit Agreement or any Credit Document (as such term is defined in the Syndicated Credit Agreement), and the Security Agent and each of the Lenders which is a party to the Syndicated Credit Agreement hereby waives any right of set-off or similar right (including any right under Section 553 of the U.S. Bankruptcy Code) arising in respect of any obligations of any member of the Group under the Syndicated Credit Agreement or any Credit Document in respect of any Deposit held for the credit or account of any member of the Group with the Security Agent, any Lender or any Cash Management Bank pursuant to any Loan Document; (including without limitation, any Cash Management Agreement); provided, that nothing contained herein shall operate as a waiver or modification of any right that any party to the Syndicated Credit Agreement (other than the Borrowers thereunder) may have other than the rights waived herein in respect of any Deposit held for the credit or account of any member of the Group by the Security Agent, any Lender or the Cash Management Bank pursuant to any Loan Document (including without limitation, any Cash Management Agreement).

15.09. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, except as required by mandatory provisions of law and except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any particular Collateral are governed by the laws of a jurisdiction other than the State of New York and by Federal law (including, without limitation, the Bankruptcy Code) to the extent the same has pre-empted the law of the State of New York or such other jurisdiction.

15.10. Waiver of Jury Trial. EACH CREDIT PARTY, THE SECURITY AGENT AND EACH GRANTOR HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY.

15.11. Venue; Service Of Process.

Each Party hereto (each a "Submitting Party") hereby irrevocably submits to the jurisdiction of the state courts of the State of New York in New York County and to the jurisdiction of the United States District Court for the Southern District of New York sitting in New York County, for the purposes of any suit, action or other proceeding arising out of or based upon this Agreement including, but not limited to, the Letters of Credit, the subject matter hereof, any other Loan Document and the subject matter thereof). Each Submitting Party to the extent permitted by applicable law (A) hereby waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or other proceeding brought in the

above-named courts, any claim that it is not subject personally to the jurisdiction of such courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this agreement, the subject matter hereof, any other document or the subject matter thereof (as applicable) may not be enforced in or by such court and (B) hereby waives the right to assert in any such action, suit or proceeding any offsets or counterclaims except counterclaims that are compulsory or otherwise arise from the same subject matter. Each Submitting Party hereby consents to service of process by mail at the address to which notices are to be given to it pursuant to Section 10.01 of the Credit Agreement. Each Submitting Party agrees that its submission to jurisdiction and consent to service of process by mail is made for the express benefit of each of the other submitting parties. Final judgment against any Submitting Party in any such action, suit or proceeding shall be conclusive, and may be enforced in any other jurisdiction (x) by suit, action or proceeding on the judgement, a certified or true copy of which shall be conclusive evidence of the fact and of the amount of indebtedness or liability of the Submitting Party therein described or (y) in any other manner provided by or pursuant to the laws of such other jurisdiction, provided, however, that the Agent may at its option bring suit, or institute other judicial proceedings against a Submitting Party or any of its assets in any state or Federal court of the United States or of any country or place where the Submitting Party or such assets may be found.

15.12. Headings. Section and sub-section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

15.13. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibitions or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

15.14. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Signature pages may be detached from counterpart documents and reassembled to form duplicate executed originals. Delivery of an executed signature page of this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement.

15.15. Acknowledgement of Grantors. Each Grantor acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement;

(b) neither the Security Agent nor any Lender has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement and the relationship between the Grantors, on the one hand, and the Security Agent and Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor;

(c) it has received a copy of this Agreement; and

(d) no joint ventures created hereby or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Grantors and the Lenders.

15.16. Inapplicability to Syndicated Credit Agreement. The Security Agent confirms and agrees that the grant of the security interests herein does not apply to any of the obligations arising under or in respect of the Syndicated Credit Agreement.

[Remainder of page is intentionally left blank]

**IN WITNESS WHEREOF**, each of the Grantors and the Security Agent have caused this Security and Pledge Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

**GRANTORS:**

**911 EMERGENCY SERVICES, INC.**

**AMERICAN MEDICAL RESPONSE  
NORTHWEST, INC.**

**AMERICAN MEDICAL RESPONSE OF  
COLORADO, INC.**

**AMERICAN MEDICAL RESPONSE OF  
MASSACHUSETTS, INC.**

**AMERICAN MEDICAL RESPONSE OF  
SOUTHERN CALIFORNIA**

**AMERICAN MEDICAL RESPONSE WEST  
AMERICAN MEDICAL RESPONSE, INC.**

**ATLANTIC/PALM BEACH AMBULANCE,  
INC.**

**LAIDLAW MEDICAL TRANSPORTATION,  
INC.**

**LAIDLAW TRANSIT SERVICES, INC.**

**LAIDLAW TRANSIT, INC.**

**MERCY, INC.**

**PARAMED, INC.**

**A.B.C. BUS CO., INC.**

**ALLIED BUS SALES, INC.**

**AMERICAN EMERGENCY PHYSICIANS  
MANAGEMENT, INC.**

**AMERICAN INVESTMENT ENTERPRISES,  
INC.**

**AMERICAN MEDICAL RESPONSE  
HOLDINGS, INC.**

**AMERICAN MEDICAL RESPONSE  
MANAGEMENT, INC.**

**AMERICAN MEDICAL RESPONSE MID-ATLANTIC, INC.**

**AMERICAN MEDICAL RESPONSE OF CONNECTICUT, INCORPORATED**

**AMERICAN MEDICAL RESPONSE OF GEORGIA, INC.**

**AMERICAN MEDICAL RESPONSE OF ILLINOIS, INC.**

**AMERICAN MEDICAL RESPONSE OF INLAND EMPIRE**

**AMERICAN MEDICAL RESPONSE OF NORTH CAROLINA, INC.**

**AMERICAN MEDICAL RESPONSE OF OKLAHOMA, INC.**

**AMERICAN MEDICAL RESPONSE OF SOUTH CAROLINA, INC.**

**AMERICAN MEDICAL RESPONSE OF TEXAS, INC.**

**ASSOCIATED AMBULANCE SERVICE INC.**

**ATLANTIC AMBULANCE SERVICES ACQUISITION, INC.**

**ATLANTIC/KEY WEST AMBULANCE, INC.**

**BROWARD AMBULANCE, INC.**

**CHARLES T. MITCHELL, INC.**

**CHATHAM COACH LINES, INC.**

**CHESAPEAKE EMERGENCY MEDICINE ASSOCIATES, INC.**

**CHS PRIMARY CARE, INC.**

**COORDINATED HEALTH SERVICES, INC.**

**DESERT VALLEY MEDICAL TRANSPORT, INC.**

**ECEP, INC.**

**EMCARE ANESTHESIA SERVICES, INC.**

**EMCARE CONTRACT OF ARKANSAS, INC.**

**EMCARE, INC.**  
**EMCARE OF ALABAMA, INC.**  
**EMCARE OF ARIZONA, INC.**  
**EMCARE OF CALIFORNIA, INC.**  
**EMCARE OF COLORADO, INC.**  
**EMCARE OF FLORIDA, INC.**  
**EMCARE OF GEORGIA, INC.**  
**EMCARE OF HAWAII, INC.**  
**EMCARE HOLDINGS INC.**  
**EMCARE OF INDIANA, INC.**  
**EMCARE OF IOWA, INC.**  
**EMCARE OF KENTUCKY, INC.**  
**EMCARE OF LOUISIANA, INC.**  
**EMCARE OF MARYLAND, LLC**  
**EMCARE OF MICHIGAN, INC.**  
**EMCARE OF MINNESOTA, INC.**  
**EMCARE OF MISSISSIPPI, INC.**  
**EMCARE OF MISSOURI, INC.**  
**EMCARE OF NEVADA, INC.**  
**EMCARE OF NEW HAMPSHIRE, INC.**  
**EMCARE OF NEW JERSEY, INC.**  
**EMCARE OF NEW MEXICO, INC.**  
**EMCARE OF NEW YORK, INC.**  
**EMCARE OF NORTH CAROLINA, INC.**  
**EMCARE OF NORTH DAKOTA, INC.**  
**EMCARE OF OHIO, INC.**  
**EMCARE OF OKLAHOMA, INC.**  
**EMCARE OF OREGON, INC.**  
**EMCARE OF PENNSYLVANIA, INC.**  
**EMCARE OF RHODE ISLAND, INC.**

**EMCARE OF SOUTH CAROLINA, INC.**  
**EMCARE OF TENNESSEE, INC.**  
**EMCARE OF TEXAS, INC.**  
**EMCARE OF VERMONT, INC.**  
**EMCARE OF VIRGINIA, INC.**  
**EMCARE OF WASHINGTON, INC.**  
**EMCARE OF WEST VIRGINIA, INC.**  
**EMCARE OF WISCONSIN, INC.**  
**EMCARE PHYSICIAN SERVICES, INC.**  
**EMCARE SERVICES OF ILLINOIS, INC.**  
**EMCARE SERVICES OF MASSACHUSETTS, INC.**  
**EM-CODE REIMBURSEMENT SOLUTIONS, INC.**  
**EMERGENCY SPECIALISTS OF ARKANSAS, INC. II**  
**EMTAC BUSINESS TRUST**  
**EMTAC, INC.**  
**FIRST MEDICAL / EMCARE, INC.**  
**FIVE COUNTIES AMBULANCE SERVICE, INC.**  
**FOUNTAIN AMBULANCE SERVICE, INC.**  
**GIEGER TRANSFER SERVICE, INC.**  
**GOLDEN GATE ASSOCIATES**  
**GRAND NEW START CO., INC.**  
**HANK'S ACQUISITION CORP.**  
**HEALTHCARE ADMINISTRATIVE SERVICES, INC.**  
**HELIX PHYSICIANS MANAGEMENT, INC.**  
**JCB MSO SUB, INC.**  
**KUTZ AMBULANCE SERVICE, INC.**



**LAIDLAW TRANSIT HOLDINGS, INC.**

**LAIDLAW TRANSIT ILLINOIS HOLDINGS,  
INC.**

**LAIDLAW TRANSIT MANAGEMENT  
COMPANY, INC.**

**LAIDLAW TRANSPORTATION, INC.**

**LAIDLAW TRANSPORTATION  
MANAGEMENT INC.**

**LIFEFLEET SOUTHEAST, INC.**

**MEDEVAC MEDICAL RESPONSE, INC.**

**MEDEVAC MIDAMERICA, INC.**

**MEDIC ONE AMBULANCE SERVICES, INC.**

**MEDI-CAR AMBULANCE SERVICE, INC.**

**MERCY AMBULANCE OF EVANSVILLE,  
INC.**

**METRO AMBULANCE SERVICE, INC.**

**METRO AMBULANCE SERVICE (RURAL),  
INC.**

**METRO AMBULANCE SERVICES, INC.**

**MOBILE MEDIC AMBULANCE SERVICE,  
INC.**

**NORMAN BRUCE JETTON, INC.**

**OLD STAT, INC.**

**PACIFIC EMERGENCY SPECIALISTS  
MANAGEMENT, INC.**

**PHYSICIANS & SURGEONS AMBULANCE  
SERVICE, INC.**

**PINNACLE SUB, INC.**

**RANDLE EASTERN AMBULANCE SERVICE,  
INC.**

**REGIONAL EMERGENCY SERVICES, L.P.**

**REIMBURSEMENT TECHNOLOGIES, INC.**

**ROCKTON BUS COMPANY, INC.**

**S.C. FOOD SERVICES (USA), INC.**

**SAFE RIDE SERVICES, INC.**

**SAN FRANCISCO AMBULANCE SERVICE,  
INC.**

**SEC/EMCARE EMERGENCY CARE, INC.**

**SEC OF DELAWARE, INC.**

**SPRINGS AMBULANCE SERVICE, INC.**

**STAT PHYSICIANS, INC.**

**SUNRISE HANDICAP TRANSPORT CORP.**

**TEK, INC.**

**THE GOULD GROUP, INC.**

**TIDEWATER AMBULANCE SERVICE, INC.**

**TIFTON MANAGEMENT SERVICES, INC.**

**TUCKER EMERGENCY SERVICES, INC.**

By: /s/ Ivan R. Cairns

Name: Ivan R. Cairns

Title: Authorized Officer

**EMCARE OP, L.P.**

**By: EmCare, Inc., its General Partner**

By: /s/ S. Kent Fannon

Name: S. Kent Fannon

Title: Executive Vice President

**SECURITY AGENT:**

**CANADIAN IMPERIAL BANK OF  
COMMERCE**

By: /s/ Brian T. McDonough  
Name: Brian T. McDonough  
Title: Vice President



# SCHEDULE 1

## Locations of Equipment and Inventory

\* County information refers to county, Alaska Recording District or Louisiana Parish, as applicable.

### **American Medical Response, Inc. Locations**

Address	City	State	Zip Code	County*
#2 19th St. North	Bessemer	Alabama	35020	Jefferson
4400 Gary Ave	Fairfield	Alabama	35064	Jefferson
1301 1st Ave, S.	Birmingham	Alabama	35233	Jefferson
4121 Vanderbilt	Birmingham	Alabama	35217	Jefferson
3811 42nd Ave.	Birmingham	Alabama	35217	Jefferson
1014 5th Ave. NE	Decatur	Alabama	35601	Morgan
111 Noel Ave.	Mobile	Alabama	36607	Mobile
5150 N. Tom Murray	Glendale	Arizona	85301	Maricopa
1616 Rollins Road	Burlingame	California	94010	San Mateo
Rolph Hill	Skylandia	California	92385	San Bernardino
San Bruno Mt.	San Bruno	California	94066	San Mateo
9573 Chesapeake Drive	San Diego	California	92123	San Diego
Mt Otay	San Diego	California	92114	San Diego
Mt Palomar	San Diego	California	92114	San Diego
Mt. San Miguel	Spring Valley	California	91977	San Diego
539 N. Fairview	Lakewood	California	90712	Los Angeles
7351 Autopark Dr	Huntington Beach	California	92648	Orange
9739 Alblene St.	Rosemead	California	91770	Los Angeles
334 W. Las Tunas	San Gabriel	California	91776	Los Angeles
171 Waverly Drive	Pasadena	California	91105	Los Angeles
1015 East Compton Blvd	Compton	California	90220	Los Angeles
134322 Paramount Blvd #A	Paramount	California	90723	Los Angeles
8541 Wellsford Place #D	Santa Fe Springs	California	90670	Los Angeles
997 Beck Avenue	Fairfield	California	94533	Solano
1027 Alabama Street	Vallejo	California	94590	Solano
611 W. Huntington Dr	Monrovia	California	91016	Los Angeles

# SCHEDULE 1

## Locations of Equipment and Inventory

### American Medical Response, Inc. Locations

Address	City	State	Zip Code	County*
888 E. Lindsay St	Stockton	California	95202	San Joaquin
6850 N. Pacific Ave	Stockton	California	95207	San Joaquin
423 W. Fremont	Stockton	California	95203	San Joaquin
1050 N. Union Street	Stockton	California	95206	San Joaquin
604 Angel	San Andreas	California	95249	Calaveras
1092 S. Main Street	Angels Camp	California	95222	Calaveras
1516 Maple Street	Arnold	California	95223	Calaveras
537 N. Fairview St	Santa Ana	California	92703	Orange
18287 Mt. Baldy # 19	Fountain Valley	California	92793	Orange
3198 15th Street	Riverside	California	92507	Riverside
1044 E. La Cadena Drive	Riverside	California	92501	Riverside
9345 Magnolia Avenue	Riverside	California	92503	Riverside
13164 Sunset Lane	Moreno	California	92553	Riverside
2309 Torrance Blvd # 103	Torrance	California	90501	Los Angeles
2321 Torrance Blvd.	Torrance	California	90501	Los Angeles
20101 Hamilton Ave.	Torrance	California	90502	Los Angeles
5420 W. Jefferson Blvd.	Los Angeles	California	90016	Los Angeles
17001 Lakeshore Drive	Lake Elsinore	California	92530	Riverside
1328 Highland Avenue	Los Angeles	California	90028	Los Angeles
7042. Rosecrans Blvd.	Compton	California	90222	Los Angeles
234 E. Badillo Street	Covina	California	91723	Los Angeles
228 E. Badillo Street	Covina	California	91723	Los Angeles
240 E. Badillo St.	Covina	California	91723	Los Angeles
10750 St. Louis	El Monte	California	91731	Los Angeles
440 West Broadway	Glendale	California	91204	Los Angeles
310-16th Street	Pacific Grove	California	93950	Monterey
2210 Del Monte	Monterey	California	93940	Monterey

# SCHEDULE 1

## Locations of Equipment and Inventory

### American Medical Response, Inc. Locations

Address	City	State	Zip Code	County*
124 North Second	King City	California	93930	Monterey
116 Nestles Road	Soledad	California	93960	Monterey
465 Reservation Rd	Marina	California	93933	Monterey
38350 Old Stage Rd	Gualala	California	95445	Mendocino
7925 Center Avenue	Rancho Cucamonga	California	91730	San Bernardino
1890 South Betmor Lane	Anaheim	California	92805	San Diego
401 West 35th St	National City	California	91951	San Diego
1221 Dyer Road #105	Santa Ana	California	92705	Orange
1261 Dyer Road #200	Santa Ana	California	92705	Orange
72 Moody Court	Thousand Oaks	California	91360	Ventura
9380 Mountain Blvd	Oakland	California	94605	Alameda
211, 213 & 215 Campus Way	Modesto	California	95352	Stanislaus
212 Campus Way	Modesto	California	95350	Stanislaus
4235 Carpinteria	Carpinteria	California	93013	Santa Barbara
245 W. Charter Way	Stockton	California	95206	San Joaquin
247 W. Charter Way	Stockton	California	95206	San Joaquin
11 Louie Lane	Lodi	California	95240	San Joaquin
1709 S. Stockton	Lodi	California	95240	San Joaquin
2138 Court St. #4	Redding	California	96001	Shasta
3914 The Alameda	Capitola	California	95010	Santa Cruz
116 Hubbard St.	Santa Cruz	California	95060	Santa Cruz
41300 Christy St.	Fremont	California	94538	Alameda
1555 South 7th St.	San Jose	California	95112	Santa Clara
8550 Highway 9	Ben Lomond	California	95005	Santa Cruz
111 Pullman Way	San Jose	California	95111	Santa Clara
64214 3rd Avenue	San Leandro	California	94577	Alameda
2829 California St.	San Francisco	California	94115	San Francisco

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## Locations of Equipment and Inventory

### American Medical Response, Inc. Locations

Address	City	State	Zip Code	County*
655 Dubois, Ste. D	San Rafael	California	94901	Marin
149 Coyado	Modesto	California	95350	Stanislaus
1656 Herndon	Ceres	California	95307	Stanislaus
801 10th Street	Modesto	California	95354	Stanislaus
415 W. Figueroa Street	Santa Barbara	California	93101	Santa Barbara
625 S. McClelland	Santa Maria	California	93454	Santa Barbara
240 E. Highway 246 #300	Buellton	California	93427	Santa Barbara
1512 Silica Way	Sacramento	California	95815	Sacramento
5255 Elkhorn Blvd.	Sacramento	California	95842	Sacramento
2490 A. Arnold Industrial Way	Concord	California	94520	Contra Costa
5020 Fom Drive	Concord	California	94520	Contra Costa
2180 Scott St	San Jose	California	95128	Santa Clara
310 N. Church St.	Visalia	California	93291	Tulare
1415 N. Dutton	Santa Rosa	California	95401	Sonoma
836 Brookwood	Santa Rosa	California	95401	Sonoma
75 N. Pythian Road	Santa Rosa	California	95409	Sonoma
13144 & 13146 Lincoln	Auburn	California	95603	Placer
338 West 7th St	San Bernadino	California	92401	San Bernadino
330 W. 7th St.	San Bernadino	California	92401	San Bernadino
1333 Victoria St.	San Bernadino	California	97411	San Bernadino
1180 E. 9th A-19	San Bernadino	California	97410	San Bernadino
7575 Southfront Road	Livermore	California	94550	Alameda
30791/2 Gage Ave	Huntington Park	California	90255	Los Angeles
11184 California Ave	Lynwood	California	90262	Los Angeles
15307 Minnesota Ave	Paramount	California	90723	Los Angeles
8641 A&B California Ave	South Gate	California	90280	Los Angeles
8472 Otis Street	South Gate	California	90280	Los Angeles



# SCHEDULE 1

## Locations of Equipment and Inventory

### American Medical Response, Inc. Locations

Address	City	State	Zip Code	County*
8633 California Ave.	South Gate	California	90280	Los Angeles
6328 Florence Place	Bellgardens	California	90201	Los Angeles
14168 Central Ave. Unit A	Chino	California	91720	San Bernardino
24576 Redlands Blvd.	Loma Linda	California	92354	San Bernardino
600 S. Iowa St.	Redlands	California	92373	San Bernardino
898 Via Lata #F	Colton	California	92324	San Bernardino
12047 4th St.	Yucaipa	California	92399	San Bernardino
27305 Baseline, #200	Highland	California	92346	San Bernardino
831 N. Orange St.	Redlands	California	92374	San Bernardino
12505 E. Lambert Road	Whittier	California	90606	Los Angeles
204 South Atlantic #1	Los Angeles	California	90022	Los Angeles
237 East Market Street	Salinas	California		Monterey
1325 Charleston Way	Montebello	California	90640	Los Angeles
14939 Gagely #6	Lamirada	California	90638	Los Angeles
17918 Crusader	Cettitos	California		Los Angeles
20607 Soledad Canyon Rd	Canyon Country	California	91351	Los Angeles
560 Williams Rd.	Palm Springs	California	92264	Riverside
1716 N. 11th Ave #C	Hanford	California	93230	Kings
455 West Beverly Place	Tracy	California	95376	San Joaquin
1101 Fee Drive	Sacramento	California	95815	Sacramento
1779 Tribute Road	Sacramento	California	95815	Sacramento
2350 F Whitman Road	Concord	California	94518	Contra Costa
335 San Benito St.	Hollister	California	95023	San Benito
623 E. Main Street	Santa Paula	California	93060	Ventura
18287 Mt. Baldy Cr.	Fountain Valley	California	92793	Orange
1019 8th Street #302	Golden	Colorado	80401	Jefferson
6000 East Evans Ste 100-160-051	Denver	Colorado	80222	Denver

# SCHEDULE 1

## Locations of Equipment and Inventory

### American Medical Response, Inc. Locations

Address	City	State	Zip Code	County*
525 E. Mesa	Pueblo	Colorado	81006	Pueblo
2215 California Street	Denver	Colorado	80205	Denver
2370 N. Powers Blvd.	Colorado Springs	Colorado	80915	El Paso
2821 S. Parker Rd #1110	Aurora	Colorado	80040	Adams
3800 Pearl Street	Boulder	Colorado	80301	Boulder
1127 Kimbark St	Longmont	Colorado	80501	Boulder
2821 S. Parker Rd #1000	Aurora	Colorado	80040	Adams
529 29 1/2 Road #B	Grand Junction	Colorado	81505	Mesa
2901 Broadway	Denver	Colorado	80216	Denver
130 Shield Street	West Hartford	Connecticut	06110	Hartford
48 Hurlburt St.	Hartford	Connecticut	06101	Hartford
52 Hurlburt St.	Hartford	Connecticut	06101	Hartford
335 Bridgeport Ave.	Bridgeport	Connecticut	06601	Fairfield
58 Middletown Ave	New Haven	Connecticut	06513	New Haven
6 West Town St.	Milford	Connecticut	06460	New Haven
55 Church St	New Haven	Connecticut	06854	New Haven
170 Grandview Ave	Waterbury	Connecticut	06708	New Haven
117 E. Aurora St	Waterbury	Connecticut	06708	New Haven
350 S. Madison	Wilmington	Delaware	19807	New Castle
12490 Ulmerton Road	Largo	Florida	33774	Pinellas
4914 Knox St.	Tampa	Florida	33634	Hillsborough
4915 Knox Street, West	Tampa	Florida	33634	Hillsborough
5551 NW 9th Ave.	Ft. Lauderdale	Florida	33309	Broward
5520 NW 10th Terrace	Ft. Lauderdale	Florida	33309	Broward
5549 NW 9th Avenue	Ft. Lauderdale	Florida	33309	Broward
5570 NW 10th Avenue	Ft. Lauderdale	Florida	33309	Broward
709 Eisenhower Drive	Key West	Florida	33040	Monroe

# SCHEDULE 1

## Locations of Equipment and Inventory

### American Medical Response, Inc. Locations

Address	City	State	Zip Code	County*
490 North Street #108	Longwood	Florida	32750	Seminole
2554 SE Clayton Street	Stuart	Florida	34997	Martin
1701 Blecher Road S	Largo	Florida	33779	Pinellas
7255 NW 19th St	Miami	Florida	33126	Dade
753-57 NW 28 St	Miami	Florida	33127	Dade
1480 NW 79 Ave.	Miami	Florida	33126	Dade
141 Waterman Avenue	Mount Dora	Florida	32757	Lake
250 Brookfield Ave	Mount Dora	Florida	32757	Lake
16140 Highway 441	Eustis	Florida	32726	Lake
2761 West Old Hgwy 441 #A&B	Mt. Dora	Florida	32757	Lake
1105 Barnett Road	Lake Worth	Florida	33461	Palm Beach
210 Constitution Blvd.	Lawrenceville	Georgia	30245	Gwinnett
1952 Hwy 27 N	Carrollton	Georgia	30117	Carroll
212 S. Carroll Rd	Villa Rica	Georgia	30117	Carroll
906 W. College St.	Bowdon	Georgia	30108	Carroll
1413 Carrollton Highway	Temple	Georgia	30117	Carroll
1946 Briarwood Ct.	Atlanta	Georgia	30329	DeKalb
1140 Hammond Dr.	Atlanta	Georgia	30328	Fulton
2290 Old Concord Road	Smyrna	Georgia	30082	Cobb
508 New Franklin Road	Kennesaw	Georgia	30240	Cobb
140 Marble Mill Road	Marietta	Georgia	30060	Cobb
212 S. Carroll Road	Villa Rica	Georgia	30180	Carroll
Hwy 166	Bowden	Georgia	30108	Carroll
100 Burns Road	Carrollton	Georgia	30117	Carroll
1416 Carrollton Villa Rica Hwy	Temple	Georgia	30179	Carroll
1952 North Hwy 27	Carrollton	Georgia	30117	Carroll
1305 Chastain Road, Bldg 100 #400	Kennesaw	Georgia	30144	Cobb

# SCHEDULE 1

## Locations of Equipment and Inventory

### American Medical Response, Inc. Locations

Address	City	State	Zip Code	County*
230 Hana Highway	Kahului	Hawaii	96732	Maui
99-840 Iwaiva Street	Aiea	Hawaii	96701	Honolulu
5080 N. Kimberly Avenue	Chicago	Illinois	60630	Cook
5640 West Howard Street	Skokie	Illinois	60077	Cook
28970 Highway 41	Lake Bluff	Illinois	60044	Lake
18020 S. Oak Park	Tinley Park	Illinois	60477	Cook
555 High Grove Blvd	Glendale Heights	Illinois	60139	DuPage
5080 N. Kimberly	Chicago	Illinois	60630	Cook
9913 S. 78th Avenue	Hickory Hills	Illinois	60457	DuPage
208/210 University Dr.	Arlington Heights	Illinois	60001	McHenry
522 NW First Street	Evansville	Indiana	47708	Vanderburgh
807 E. Franklin Street	Evansville	Indiana	47711	Vanderburgh
3700 Washington Avenue	Evansville	Indiana	47708	Vanderburgh
333 S. Clinton St.	Ft. Wayne	Indiana	44885	Allen
525 Hayden Street	Fort Wayne	Indiana	46802	Allen
704 S. Grand Avenue	Charles City	Iowa	50616	Floyd
6209 Richards Dr.	Shawnee	Kansas	66213	Johnson
401 SW Jackson	Topeka	Kansas	66603	Shawnee
2405 Kings Highway	Shreveport	Louisiana	71103	Caddo
3508 Tulane Avenue	New Orleans	Louisiana	70185	Orleans
113 Powell Avenue	Monroe	Louisiana	71203	Ouachita
607-15 Powell Avenue	Monroe	Louisiana	71203	Ouachita
614 North 2nd St.	Monroe	Louisiana	71203	Ouachita
906 (R/A980) Wood St	West Monroe	Louisiana	71203	Ouachita
595 Cottage St.	Springfield	Massachusetts	01104	Hampden
3 Boston Way	Newburyport	Massachusetts	01950	Essex
82 Conz St	Northampton	Massachusetts	01060	Hampshire

# SCHEDULE 1

## Locations of Equipment and Inventory

American Medical Response, Inc. Locations				
Address	City	State	Zip Code	County*
54 Kent Avenue	Pittsfield	Massachusetts	01201	Berkshire
77 Seymour St	Pittsfield	Massachusetts	01201	Berkshire
263 R. Broadway	Taunton	Massachusetts	02780	Bristol
83 County St.	Taunton	Massachusetts	02780	Bristol
332 Broad St.	Weymouth	Massachusetts	02188	Norfolk
365 N. Main St	Brockton	Massachusetts	02401	Plymouth
45 Industrial Blvd.	Brockton	Massachusetts	02301	Plymouth
128 Shaw St.	Fall River	Massachusetts	02724	Bristol
61 Central Ave.	Norwood	Massachusetts	02062	Norfolk
4 Tech Circle	Natick	Massachusetts	01760	Middlesex
1 Westinghouse Plaza	Hyde Park	Massachusetts	02136	Suffolk
30 Whittemore St	Gloucester	Massachusetts	01930	Essex
281-285 Hyde Park	Jamaica Plain	Massachusetts	02130	Suffolk
623 Essex Street	Lawrence	Massachusetts	01841	Essex
20 Del Carmine St.	Wakefield	Massachusetts	01880	Middlesex
16 Del Carmine St.	Wakefield	Massachusetts	01880	Middlesex
63 Tosca Drive	Stoughton	Massachusetts	02072	Norfolk
1013 Main Street	Worcester	Massachusetts	01603	Worcester
290 C Street	Boston	Massachusetts	02110	Suffolk
125 North Main Street	Middleboro	Massachusetts	02346	Plymouth
121 West Housatonic St.	Pittsfield	Massachusetts	01201	Berkshire
5671 Trumbel Ave	Detroit	Michigan	48208	Wayne
517 S. Division	Grand Rapids	Michigan	49503	Kent
50 Monroe Avenue	Grand Rapids	Michigan	49503	Kent
2093 North Park Drive	Holland	Michigan	49424	Ottawa
1632 John A Papalas Dr.	Lincoln Park	Michigan	48146	Wayne
502 S. Main St.	Plainwell	Michigan	49080	Allegan

# SCHEDULE 1

## Locations of Equipment and Inventory

### American Medical Response, Inc. Locations

Address	City	State	Zip Code	County*
25201 Brest Road	Taylor	Michigan	48180	Wayne
3075 Joyce St.	Burton	Michigan	48529	Genesee
486 S. Opdyke Road	Pontiac	Michigan	48341	Oakland
179 E. Main Street	Dundee	Michigan	48131	Monroe
Douglas & Dean Rd	Lambertville	Michigan	48144	Monroe
914 E. 1st St	Monroe	Michigan	48161	Monroe
1185 North Front St	Monroe	Michigan	48161	Monroe
2717 N. Telegraph Rd	Monroe	Michigan	48162	Monroe
2093 North Park Dr.	Holland	Michigan	49509	Kent
1717 Highway 35 Bypass	Kosciusko	Mississippi	39090	Attala
2414 North Pine Ave	Heidelberg	Mississippi	39439	Jasper
1455 West Dr.	Laurel	Mississippi	39440	Jones
12020 Intraplex Pkwy	Gulfport	Mississippi	39503	Harrison
1304 Vine Street	Jackson	Mississippi	39202	Hinds
3200 11th Street	Gulfport	Mississippi	39501	Harrison
5801 Gulf Tech Dr.	Ocean Springs	Mississippi	39564	Jackson
300 Washington Avenue	Greenville	Mississippi	38701	Washington
300 S. Main	Independence	Missouri	64050	Jackson
12647 Olive St. Road	St. Louis	Missouri	63166	St. Louis City
247 Main St #D	Billings	Montana	59101	Yellowstone
2500 Grand Avenue #K&L	Billings	Montana	59101	Yellowstone
2215 7th Ave. North	Billings	Montana	59101	Yellowstone
705 North 23rd	Billings	Montana	59101	Yellowstone
2125 8th Ave. North	Billings	Montana	59101	Yellowstone
2101 Industrial Drive	Bozeman	Montana	59715	Gallatin
711 4th Avenue North	Billings	Montana	59101	Yellowstone
1103 N. Solano #103	Las Cruces	New Mexico	88001	Dona Ana

# SCHEDULE 1

## Locations of Equipment and Inventory

### American Medical Response, Inc. Locations

Address	City	State	Zip Code	County*
1125 North Solano	Las Cruces	New Mexico	88001	Dona Ana
204 B. East College	Roswell	New Mexico	88201	Chaves
1112 S. Martin Luther King	Las Vegas	Nevada	89102	Clark
1124 S. Martin Luther King	Las Vegas	Nevada	89102	Clark
1130 S. Martin Luther King	Las Vegas	Nevada	89102	Clark
9 Alta Vista Drive	Las Vegas	Nevada	89106	Clark
6103 Westfield Ave.	Pennsauken	New Jersey	08110	Camden
1195 Airport Road	Lakewood	New Jersey	08701	Ocean
820 North New York Ave	Atlantic City	New Jersey	08401	Atlantic
99 River Road	Lakewood	New Jersey	08701	Ocean
928 North Main St.	Manshawken	New Jersey	08736	Monmouth
1585 Rte 73	Pennsauken	New Jersey	08118	Camden
2424 Atlantic Ave.	Atlantic City	New Jersey	08723	Atlantic
122 Woodbine Blvd.	Seaville	New Jersey	08246	Cape May
28 Burnett Ave.	Maplewood	New Jersey	07040	Essex
1649 Springfield Ave.	Maplewood	New Jersey	07040	Essex
77 East Halsey Rd.	Parsippany	New Jersey	07054	Morris
1835 W. Landis Avenue	Vineland	New Jersey	08360	Cumberland
764 Kennedy Blvd.	Bayonne	New Jersey	07002	Hudson
7 E. 41st Street	Bayonne	New Jersey	07002	Hudson
740 Nepperham Avenue	Yonkers	New York	10703	Westchester
960 Johnson Avenue	Ronkonkoma	New York	11779	Suffolk
710 Char Meck Lane	Charlotte	North Carolina	28205	Mecklenburg
1100 West 1st St	Winston-Salem	North Carolina	27101	Forsythe
1625 Navaho Dr	Raleigh	North Carolina	27609	Wake
2507 Elizabethtown Road	Lumberton	North Carolina	28358	Robeson
1189 Schooner Creek Rd	Lincoln City	Oregon	97367	Lincoln

# SCHEDULE 1

## Locations of Equipment and Inventory

### American Medical Response, Inc. Locations

Address	City	State	Zip Code	County *
One S.E. Second St.	Portland	Oregon	97214	Multnomah
1401 SW Washington	Oregon City	Oregon	97045	Clackamas
1809 S.E. 122nd Street	Portland	Oregon	97233	Multnomah
750 E. Burnside St.	Gresham	Oregon	97030	Multnomah
7915 SE Lake Road	Clackamas	Oregon	97015	Clackamas
17065 NW University Ave	Sandy	Oregon	97055	Clackamas
6320 SW Macradam Ave.	Portland	Oregon	97201	Multnomah
841 W. Exchange Street	Akron	Ohio	44302	Summit
2595 State Road	Cuyahoga Falls	Ohio	44223	Summit
1265 Triplett Blvd.	Akron	Ohio	44306	Summit
520 W. Main St #2422	Akron	Ohio	44311	Summit
1511 E. Market St	Akron	Ohio	44305	Summit
24 Elinor	Akron	Ohio	44305	Summit
20 Elinor	Akron	Ohio	44305	Summit
12 Elinor	Akron	Ohio	44305	Summit
4425/4427 Emery Industrial Pkwy	Cleveland	Ohio	44128	Cuyahoga
1417 N. Lansing	Tulsa	Oklahoma	74106	Tulsa
1111 Classen Drive	Oklahoma City	Oklahoma	73103	Oklahoma
924 Callowhill Street	Philadelphia	Pennsylvania	19123	Philadelphia
430 N. 8th St	Philadelphia	Pennsylvania	19123	Philadelphia
421 N. 7th Street	Philadelphia	Pennsylvania	19123	Philadelphia
7725 Bingham Street	Philadelphia	Pennsylvania	19123	Philadelphia
5301 Tacony Street Bldg 15	Philadelphia	Pennsylvania	19137	Philadelphia
501 Bailey Road	Yeadon	Pennsylvania	19050	Delaware
10100 Sandmeyer Lane	Philadelphia	Pennsylvania	19116	Philadelphia
638 Walnut Street	Reading	Pennsylvania	19601	Berks
5301 Tacony St. #106	Philadelphia	Pennsylvania	19137	Philadelphia



# SCHEDULE 1

## Locations of Equipment and Inventory

American Medical Response, Inc. Locations				
Address	City	State	Zip Code	County*
Dutton Mills Rd Business Park 200 Turner Industrial Way #200	Aston	Pennsylvania	19014	Delaware
1842 E. Torresdale Ave	Philadelphia	Pennsylvania	19142	Philadelphia
2 International Plaza #540	Philadelphia	Pennsylvania	19113	Philadelphia
232/233/234/235/236 Lakeside Dr.	Horsham	Pennsylvania	19044	Montgomery
7229 Cross County Rd	N. Charleston	South Carolina	29418	Charleston
1007 N. Fant Street	Anderson	South Carolina	29621	Anderson
1009 N. Fant Street	Anderson	South Carolina	29621	Anderson
10787 Anderson Road	Easley	South Carolina	29642	Pickens
307 W. Church St.	Anderson	South Carolina	29621	Anderson
1 Medshore Way	Greenville	South Carolina	29609	Greenville
6518 D Dorchester Road	N. Charleston	South Carolina	29418	Charleston
34 C Trotter Road	West Columbia	South Carolina	29169	Lexington
1402 West Rapid Street	Rapid City	South Dakota	57701	Pennington
1504 East Ridge Ave	East Ridge	Tennessee	37412	Hamilton
3010 S Grove Street	Fort Worth	Texas	76104	Tarrant
2603 Inwood Rd	Dallas	Texas	75235	Dallas
513 Holliday	Wichita Falls	Texas	76301	Wichita
12450 Greenspoint Dr. #1200	Houston	Texas	77060	Harris
7509 South Freeway	Houston	Texas	77021	Harris
7849,7859,7879,8029 Alameda	Houston	Texas	77054	Harris
8199th Ave North	N Texas City	Texas	77590	Galveston
815-817 9th Avenue North	N. Texas City	Texas	77590	Galveston
702 Main Street	La Marque	Texas	77568	Galveston
3370 Nacogdoches Road #188	San Antonio	Texas	78217	Bexar
Warwick & Broadrock St.	Richmond	Virginia	23220	Independent City of Richmond
Parkwood & Shields Sts	Richmond	Virginia	23220	Independent City of Richmond

# SCHEDULE 1

## Locations of Equipment and Inventory

American Medical Response, Inc. Locations				
Address	City	State	Zip Code	County*
Maury & Clopton Sts	Richmond	Virginia	23220	Independent City of Richmond
1305 Sherwood Avenue	Richmond	Virginia	23220	Independent City of Richmond
411 Kempsville Road	Virginia Beach	Virginia	23464	Independent City of Virginia Beach
117 & 119 Clermont Ave	Alexandria	Virginia	22304	Independent City of Alexandria
3290 146th Place SE	Bellevue	Washington	98007	King
221 South 28th Street. #5	Tacoma	Washington	98402	Pierce
536 Deschutes	Kennewick	Washington	99336	Benton
530 Deschutes	Kennewick	Washington	99336	Benton
409 N.E. 76th Street	Vancouver	Washington	98685	Clark
13075 Gateway Dr #100	Tukwila	Washington	98168	King
720 N. 16th Avenue #10	Yakima	Washington	98902	Yakima
12856 Interurban Ave S.	Tukwila	Washington	98168	King
1216 N. Monroe	Spokane	Washington	99201	Spokane
W. 915 Sharp	Spokane	Washington	99201	Spokane
9316 Lakeview Ave. SW	Tacoma	Washington	98402	Pierce
1215 Fourth Ave, Ste. 1100	Seattle	Washington	98161	King
42 E. Rockwell St #3	Fort Atkinson	Wisconsin	53538	Jefferson
1900 E 18th St.	Cheyenne	Wyoming	82001	Laramie
522 Vanlennen	Cheyenne	Wyoming	82007	Laramie

# SCHEDULE 1

## Locations of Equipment and Inventory

EmCare, Inc. Locations				
Address	City	State	Zip Code	County
1624 The Alameda #900&910	San Jose	California	95128	Santa Clara
2136 The Alameda, Suite 1C	San Jose	California	95126	Santa Clara
601 E. Arrellaga, Suite 204	Santa Barbara	California	93103	Santa Barbara
18167 US Highway 19N, #150	Clearwater	Florida	33764	Pinellas
1414 S. Kuhl	Orlando	Florida	32606	Alachua
30 E Cedar Street, Suite 100	Pensacola	Florida	32501	Escambia
69990 Overseas Highway	Tavernier	Florida	33070	Monroe
10 Highpoint Road	Tavernier	Florida	33070	Monroe
2970 Claimont Road, Suite 200	Atlanta	Georgia	30329	DeKalb
1885 Main Street, Suite 407	Wailuku	Hawaii	96793	Not applicable
533 West North Ave.	Elmhurst	Illinois	60126	DuPage
4215 Kirchoff Road	Rolling Meadows	Illinois	60008	Cook
575 Main Street #355	Laurel	Maryland	20707	Prince Georges
7100 Contee Road	Laurel	Maryland	20707	Prince Georges
12657 Olive Blvd., 1 <sup>st</sup> Floor	St. Louis	Missouri	63141	St. Louis County
1000 River Road #100	Conshohocken	Pennsylvania	19428	Montgomery
1717 Main St #5200	Dallas	Texas	75201	Dallas
9301 SW Freeway #245	Houston	Texas	77074	Harris
3500 Gaston Avenue	Dallas	Texas	75246	Dallas
400 Chisholm Place # 412	Piano	Texas	75075	Collin

# SCHEDULE 1

## Locations of Equipment and Inventory

Laidlaw Transit, Inc. Locations					
Address	City	State	Zip Code	County	
4120 Jake Road	Huntsville	Alabama	35802	Madison	
1301 Hunstville Rd	Birmingham	Alabama	35234	Jefferson	
1030 Terrace Street	Florence	Alabama	35630	Lauderdale	
1302 37th Street East	Tuscaloosa	Alabama	35405	Tuscaloosa	
36230 Gibson Avenue	Soldona	Alaska	99669	Kenai	
276 Olson Lane	Homer	Alaska	99603	Kenai	
1048 Whitney Road	Anchorage	Alaska	99518	Anchorage	
12049 Springbrook Road	Eagle River	Alaska	99577	Anchorage	
1304 Laona Drive	Anchorage	Alaska	95509	Anchorage	
3150 Cottle Loop Road	Wasilla	Alaska	99687	Palmer	
276 Dana Street	Wasilla	Alaska	99687	Palmer	
2150 Hemmer Road	Palmer	Alaska	99645	Palmer	
Mile 197 Glenn Highway	Glennallen	Alaska	99588	Cordova	
384 West Trainor Gate Rd	Fairbanks	Alaska	99707	Fairbanks	
3354 Claude	North Pole	Alaska	99705	Fairbanks	
153 Eichner Way	Ketchikan	Alaska	99901	Ketchikan	
3267 E. Street	Homer	Alaska	99603	Kenai	
2014 Millbay	Kodiak	Alaska	99615	Kodiak	
100 Aurora Way	Healy	Alaska	99743	Nenana	
570 Posse Grounds	Sedona	Arizona	86336	Coconino	
515 W. Beale Street	Kingman	Arizona	86401	Mohave	
7710 N 68th Avenue	Glendale	Arizona	85303	Maricopa	
Highway 60-70 & Ragus Road	Miami	Arizona	85539	Gila	
690 School Bus Lane	Snowflake	Arizona	85937	Navajo	
202 S. Meadow Street	Payson	Arizona	85541	Gila	
1940 Main & Commercial	Mohave Valley	Arizona	86440	Mohave	

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## Locations of Equipment and Inventory

Laidlaw Transit, Inc. Locations				
Address	City	State	Zip Code	County
1802 N. 27th Avenue	Phoenix	Arizona	85009	Maricopa
500 West First Street	Tempe	Arizona	85281	Maricopa
350 W. Sahuarita Road	Sahuarita	Arizona	85269	Maricopa
5400 Murray Street	Little Rock	Arkansas	72209	Pulaski
655 Highway 286 West	Conway	Arkansas	72032	Faulkner
201 North Civic Drive	Walnut Creek	California	94596	Contra Costa
4449 N. Brawnley	Fresno	California	93722	Fresno
2805 S. East Avenue	Fresno	California	93725	Fresno
1121 N. Street	Newman	California	95360	Stanislaus
436 Parr Blvd.	Richmond	California	94801	Contra Costa
398 B Street	South San Francisco	California	94080	San Mateo
2270 Jerrold Avenue	San Francisco	California	94124	San Francisco
959 Sebastopol Road	Santa Rosa	California	95407	Sonoma
1305 Hasett Avenue	Yuba City	California	95991	Sutter
2005 Navy Drive	Stockton	California	95206	San Joaquin
801 Wilbur Avenue	Antioch	California	94509	Contra Costa
7280 B Johnson Drive	Pleasanton	California	94588	Alameda
950 Tenth Street	Modesto	California	95359	Stanislaus
1771 Junction Avenue	San Jose	California	95112	Santa Clara
2727 E. Delano Blvd.	Ranch Dominguez	California	90221	Los Angeles
4902 Market Street	San Diego	California	92102	San Diego
2557 Cortz Street	Oxnard	California	93030	Ventura
5950 South St. Andrews Pl.	Los Angeles	California	90001	Los Angeles
6950 Tuyunga Avenue	N. Hollywood	California	91606	Los Angeles
5725 Sepulveda Blvd.	Van Nuys	California	91411	Los Angeles
1989 Massachusetts	Riverside	California	92507	Riverside
5715 Utah	Twenty-Nine Palms	California		San Bernardino

# SCHEDULE 1

## Locations of Equipment and Inventory

Laidlaw Transit, Inc. Locations				
Address	City	State	Zip Code	County
300 Buene Vesta	Corona	California	91720	Riverside
844 E. 9th Avenue	San Bernardino	California	92410	San Bernardino
5006 Calle San Raphael	Palm Springs	California	92264	Riverside
1455 W 9th Street	Upland	California	91786	San Bernardino
4702 Southeastern	Bell	California	90201	Los Angeles
59267 Sunnyside Eff 10-16	Yucca Valley	California	92284	San Bernardino
12301 Wilshire Blvd	Los Angeles	California	90025	Los Angeles
8039 Canoga Avenue	Canoga Park	California	91304	Los Angeles
1427 S. Glendale Avenue	Glendale	California	91205	Los Angeles
2923 S. Higuera Street	San Luis Obispo	California	93401	San Luis Obispo
1025 S. Westminister Avenue	Alhambra	California	91803	Los Angeles
845 9th Street	Paso Robles	California	93446	San Luis Obispo
P.O. Box 6439	Oxnard	California	93030	Ventura
14800 South Avalon Blvd	Gardena	California	90248	Los Angeles
390 Buckley Rd Bldg D	San Luis Obispo	California	93401	San Luis Obispo
1600 North Lincoln	Pasadena	California	91103	Los Angeles
2020 South Susan St #A	Santa Ana	California	92704	Orange
9135 Birch Street	Spring Valley	California	92077	San Diego
850 East 111th Place	Los Angeles	California	90059	Los Angeles
1333 West 9th Street	Upland	California	91786	San Bernardino
105 W. 35th Street #E	National City	California	91950	San Diego
1175 Industrial Ave #R	Escondido	California	92029	San Diego
4700 S. Eastern Ave #E	Commerce	California	90040	Los Angeles
5717 Sepulveda Blvd.	Van Nuys	California	91411	Los Angeles
1860 Riverside Ave.	Riverside	California	92507	Riverside
4029 Las Virgenes Rd.	Calabasa	California	91302	Los Angeles
25631 Disebo Dr.	Mission Viejo	California		Orange

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## Locations of Equipment and Inventory

Laidlaw Transit, Inc. Locations					
Address	City	State	Zip Code	County	
320 Mountainview	Barstow	California	92311	San Bernardino	
3031 Franklin Ave.	Riverside	California	92507	Riverside	
975 Industrial Street	Azusa	California	91702	Los Angeles	
1940-1990 E Washington Blvd	Los Angeles	California	90002	Los Angeles	
1950 Washington Blvd	Los Angeles	California	90002	Los Angeles	
39110 3rd Street East	Palmdale	California	93550	Los Angeles	
83-255 Highway 111	Indio	California	92201	Riverside	
5460 E. La Palma Ave #160	Anaheim	California	92807	Orange	
26999 E 5th	Highland	California	92346	San Bernardino	
4441 Baldwin Avenue	El Monte	California	91731	Los Angeles	
701-980 Johnstonville Rd	Susanville	California	96130	Lassen	
1612 Poole Blvd.	Yuba City	California	95993	Sutter	
190 Cal Ave # G,H & I	Barstow	California	92311	San Bernardino	
1539 Lincoln Ave.	Pasadena	California	91133	Los Angeles	
800 Estates Drive # 102	Aptos	California	95003	Santa Cruz	
5745 E. Fountain Way # 104	Fresno	California	93727	Fresno	
1415 E. Third Street	Pomona	California	91766	Los Angeles	
845 N. Burke	Visalia	California	93291	Tulare	
29 Prado Road	San Luis Obispo	California	93401	San Luis Obispo	
10365 Keller Ave	Riverside	California	92505	Riverside	
1242 Los Angeles St	Glendale	California	91204	Los Angeles	
333 City Blvd West # 2010	Orange	California	92668	Orange	
931/925 Remillard Couty	San Jose	California	95122	Santa Clara	
1250 San Carlos Ave	San Carlos	California	94070	San Mateo	
12343 Oak Knoll Road	Poway	California	92064	San Diego	
450 Victory Avenue, South	South San Francisco	California	94080	San Mateo	
2050 Farallon Dr.	San Leandro	California	94577	Alameda	

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## Locations of Equipment and Inventory

Laidlaw Transit, Inc. Locations					
Address	City	State	Zip Code	County	
352 Industrial Way	Woodland	California.	95776	Yolo	
4554 Catepillar Rd.	Redding	California	96003	Shasta	
1000 Howe Rd	Martinez	California	94553	Contra Costa	
2100 B Street	Marysville	California	95901	Yuba	
14570 Moro Way	Sonora	California	95370	Tuolumne	
333 S. Anita Drive	Orange	California	92665	Orange	
9421 Feron Blvd #101	Rancho Cucamonga	California	91730	San Bernardino	
303 N. Allen St.	Pasadena	California	91106	Los Angeles	
11107 E. Santa Fe	Hesperia	California	92345	San Bernardino	
117 Fern Street	Santa Cruz	California	95060	Santa Cruz	
2248 Sierra Meadows Dr, #A	Rocklin	California	95677	Placer	
901 Miners Meda Road	Black Hawk	Colorado	80422	Gilpin	
320 North 24th Court	Grand Junction	Colorado	81501	Mesa	
2404 South Hancock Expressway	Colorado Springs	Colorado	80910	El Paso	
1002 South Colorado	Montrose	Colorado	81401	Montrose	
877 Research Dr.	Woodland Park	Colorado	80863	Teller	
5135 York St	Denver	Colorado	80216	Denver	
77 Bradley Rd.	Madison	Connecticut	06443	New Haven	
117 Nod Rd	Clinton	Connecticut	06413	Middlesex	
New England Rd.	Guilford	Connecticut	06437	New Haven	
Somers Rd. Rt. 83	Ellington	Connecticut	06029	Tolland	
130 Main Street	Coventry	Connecticut	06238	Tolland	
15 Newent Rd	Lisbon	Connecticut	06351	New London	
One Rod Highway	Fairfield	Connecticut	06431	Fairfield	
447 Purdy Hill Road	Monroe	Connecticut	06468	Fairfield	
1090 Windham Road	Windham	Connecticut	06280	Windham	
300 Orland Street	Bridgeport	Connecticut	06605	Fairfield	



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## Locations of Equipment and Inventory

Laidlaw Transit, Inc. Locations					
Address	City	State	Zip Code	County	
11 Brown House Rd.	Stamford	Connecticut	06902	Fairfield	
122 Secleck Street	Stamford	Connecticut	06902	Fairfield	
65 State Street	Fairfield	Connecticut	06430	Fairfield	
25 Olds Gray Bridge Rd.	Brookfield	Connecticut	06804	Fairfield	
99 Jackson Street	Waterbury	Connecticut	06708	New Haven	
5 Shelter Rock Rd	Danbury	Connecticut	06812	Fairfield	
5 School Road	Weston	Connecticut	06883	Fairfield	
334 Wilson Ave.	South Norwalk	Connecticut	06854	Norwalk	
156 South Ave. Farm Rd.	New Canaan	Connecticut	06840	Fairfield	
500 Monroe Turnpike	Monroe	Connecticut	06468	Fairfield	
257 West Main Street	Stafford Springs	Connecticut	06076	Stafford	
64 Field Rd.	Somers	Connecticut	06071	Tolland	
375 Mather Street	Hamden	Connecticut	06517	New Haven	
2813-2939 Main Street	Hartford	Connecticut	06120	Hartford	
80 Tower Rd	Groton	Connecticut	06340	New London	
105 Leeder Hill Road	Hamden	Connecticut	06514	New Haven	
103 Riverton Rd	Winsted	Connecticut	06098	Litchfield	
60 Fhyer Place	Suffield	Connecticut	06078	Hartford	
1000 Hartford Road	Waterford	Connecticut	06385	New London	
315 Old Hartford Rd	Colchester	Connecticut	06415	New London	
1725 Stafford Rd.	Storrs	Connecticut	06268	Mansfield	
7 Dodd Road	New Milford	Connecticut	06776	Litchfield	
47 Beebrook Road	Washington Depot	Connecticut	06794	Litchfield	
40 Farnum Road	Lakeville	Connecticut	06039	Litchfield	
587-591 North Main St.	Seymour	Connecticut	06483	New Haven	
815 North Main St.	Thomaston	Connecticut	06787	Litchfield	
100 K Street, NE	Washington	DC	20002	District of Columbia	

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## Locations of Equipment and Inventory

### **Laidlaw Transit, Inc. Locations**

<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>County</b>
980 V Street, NE	Washington	DC	20002	District of Columbia
100 West Pinelook St.	Orlando	Florida	32806	Orange
5901 W. Linebaugh Ave	Tampa	Florida	33603	Hillsborough
1000 Cobb Place # 400	Kennesaw	Georgia	30144	Cobb
94-111 Loekane Street	Waipamu	Hawaii	96817	Honolulu
801 Moowaa Street	Honolulu	Hawaii	96817	Honolulu
559 12th Ave. S.	Buhl	Idaho	83316	Twin Falls
2181 Commerce Ave.	Boise	Idaho	83706	Ada
4552 W. Patterson	Chicago	Illinois	60641	Cook
4540 West Madison	Chicago	Illinois	60644	Cook
100 W. 91st Street	Chicago	Illinois	60620	Cook
324 W. Roosevelt Road	Glen Ellyn	Illinois	60137	DuPage
1240 E. Diehl Ste 104	Naperville	Illinois	60563	DuPage
3710 W. Morse Ave.	Lincolnwood	Illinois	60645	Cook
4401 S. Airport Rd	Bartonsville	Illinois	61607	Peoria
23907 W. Farmington	Farmington	Illinois	61531	Fulton
8500 State Street	E St. Louis	Illinois	62203	St. Clair
1500 Wright Blvd.	Schaumburg	Illinois	60193	Cook
5568 Dial Drive	Granite City	Illinois	62040	Madison
5552 Dial Drive	Granite City	Illinois	62040	Madison
1513 State St. Rear	Alton	Illinois	62002	Madison
1202 Lebanon Rd	Collinsville	Illinois	62234	Madison
911 Smith Drive	Charleston	Illinois	61920	Coles
500 S. McKinley	Havana	Illinois	62644	Mason
121 Center Street	Macomb	Illinois	61455	McDonough
806 Cedar Street	Highland	Illinois	62249	Madison
119 West Somonauk St.	Yorkville	Illinois	60560	Kendall

# SCHEDULE 1

## Locations of Equipment and Inventory

### Laidlaw Transit, Inc. Locations

Address	City	State	Zip Code	County
149 St. Ellen	O'Fallon	Illinois	62269	St. Clair
455 Elm Street	Mt. Zion	Illinois	62549	Macon
555 S. Dirksen Pkwy	Springfield	Illinois	62703	Sangamon
207 Bellefontaine Dr	Waterloo	Illinois	62298	Monroe
324 W. Roosevelt Road	Glen Ellyn	Illinois	60137	DuPage
17 Commercial Ct.	Edwardsville	Illinois	62034	Madison
619 US Route 45	Tolono	Illinois	61880	Champaign
115 S. Wiles	Macon	Illinois	62544	Macon
1335 Franklin Grove Road	Dixon	Illinois	61021	Lee
4600 W. Cal Sag Road	Crestwood	Illinois	50445	Cook
2085 Oak Leaf St.	Joliet	Illinois	60436	Will
1000 N. State	Westville	Illinois	61883	Vermilion
1111 E.9th	West Franklin	Illinois	62896	Franklin
200 N. 5th	Marion	Illinois	62959	Williamson
950 Lyman Street	Galesburg	Illinois	61401	Knox
W. 60 N. 128 Cardinal Avenue	Cedarsburg	Illinois	60060	Lake
26526 N. Butterfield Road	Mudnelein	Illinois	60060	Lake
200 Shepard	Wheeling	Illinois	60090	Cook
15763 W. Aptakisic Road	Prairie View	Illinois	60069	McDonough
812 S. Glover	Urbana	Illinois	61802	Champaign
1301 Greenwood	Maywood	Illinois	60153	Cook
1207 Greenwood	Maywood	Illinois	60153	Cook
One River Place	South Holland	Illinois	60473	Cook
9714 S. State Rte 59	Naperville	Illinois	60540	DuPage
55 Shuman Road # 400	Naperville	Illinois	60563	DuPage
1825 Pleasant	Dekalb	Illinois	60115	Dekalb
22 W 700 Poss St	Glen Ellyn	Illinois	60137	DuPage

# SCHEDULE 1

## Locations of Equipment and Inventory

### Laidlaw Transit, Inc. Locations

Address	City	State	Zip Code	County
6110 East Avenue	Hodgkins	Illinois	60525	Cook
250 W. 63rd St.	Westmont	Illinois	60559	DuPage
817 W. Monroe Rd	Crete	Illinois	60417	Will
16951 S. State St	South Holland	Illinois	60473	Cook
1000 Swanson	Batavia	Illinois	60510	Kane
425 N. Villa Park	Villa Park	Illinois	60181	DuPage
One Mid America Plaza # 526	Oak Brook	Illinois	60181	DuPage
510 Westgate	Addison	Illinois	60101	DuPage
3 Sunset Hills Exec Park	Edwardville	Illinois	62025	Madison
720 North Blackhawk Blvd.	Rockton	Illinois	61072	Winnebago
2323 W. 47th Ave	Gary	Indiana	46408	Lake
8775 Zionsville Road	Indianapolis	Indiana	46268	Marion
1430 8th Ave.	Council Bluffs	Iowa	51501	Pottawattamie
2005 East Lincolnway	Ames	Iowa	50010	Story
3310 101st Street	Urbandale	Iowa	50322	Polk
15435 S. 169 Highway	Olathe	Kansas	66062	Johnson
501 E. Willow, Rt. 4	Girard	Kansas	66743	Crawford
1548 "C" East 23rd Street	Lawrence	Kansas	66046	Douglas
19480 Metcalf	Stillwell	Kansas	66085	Johnson
9601 Alden	Lenexa	Kansas	66215	Johnson
RRT 4, Box 225	Parsons	Kansas	67357	Labette
110 South Cherry St, #300	Olathe	Kansas	66061	Johnson
200 SE 21st	Topeka	Kansas	66612	Shawnee
99 Front Ridge Rd	Orland	Maine	04472	Hancock
Federal Road	Parsonfield	Maine	04073	York
20 Schuler St.	Sanford	Maine	04073	York
31 Main St.	Calais	Maine	04619	Washington

# SCHEDULE 1

## Locations of Equipment and Inventory

Laidlaw Transit, Inc. Locations					
Address	City	State	Zip Code	County	
6523 Baltimore Nalt Pike	Baltimore	Maryland	21202	Baltimore City	
44 Industrial Blvd.	Turner Falls	Massachusetts	01376	Franklin	
20 Park Street	Palmer	Massachusetts	01069	Hampden	
56 Union St	Methuen	Massachusetts	01844	Essex	
4 Hayes Hill Road	Brimfield	Massachusetts	01010	Hampden	
123 West Main Street	Merrimac	Massachusetts	01860	Essex	
730 Fuller Road	Chicopee	Massachusetts	01020	Hampden	
277 Newbury Street	Peabody	Massachusetts	01960	Essex	
151 Rivermore St.	West Roxbury	Massachusetts	02132	Boston City	
42 Harlow Street	Worcester	Massachusetts	01605	Worcester	
160 Douglas Road	Northbridge	Massachusetts	01588	Worcester	
648 Lake Street	Shrewsbury	Massachusetts	01545	Worcester	
276 North Liberty St.	Belchertown	Massachusetts	01007	Hampshire	
200 S. W.Cutoff Rd	Northborough	Massachusetts	01532	Worcester	
313 Boston Post Road, Suite 200	Marlborough	Massachusetts	01752	Middlesex	
43 A. Freepport St.	Dorchester	Massachusetts	02122	Boston City	
66 R Cambridge St.	Charlestown	Massachusetts	02129	Boston City	
1244 Dorchester Ave.	Dorchester	Massachusetts	02125	Suffolk	
39 Sprague St.	Readville	Massachusetts	02136	Boston City	
1175 Turnpike Street	North Andover	Massachusetts	01845	Essex	
1456 Northcounty Line Road	Blanchard	Michigan	49310	Montcalm	
7201 Silver Lake Rd	Linden	Michigan	48451	Genesee	
11425 Torrey Road	Fenton	Michigan	48430	Genesee	
372 S. Mail St.	Climax	Michigan	49034	Kalamazoo	
300 Davis St.	Belleville	Michigan	48111	Wayne	
12950 Cloverdale St	Oak Park	Michigan	48237	Oakland	
2133 E. M-36	Pinkney	Michigan	48169	Livingston	

# SCHEDULE 1

## Locations of Equipment and Inventory

Laidlaw Transit, Inc. Locations					
Address	City	State	Zip Code	County	
6590 Middle Lake Rd	Clarkston	Michigan	48346	Oakland	
432 E. Paterson St.	Kalamazoo	Michigan	49007	Kalamazoo	
604 Old Highway 18 South	Princeton	Minnesota	55371	Mille Lacs	
11911 Champlin Dr	Champlin	Minnesota	55316	Hennepin	
2021 32nd Ave. NW	Rochester	Minnesota	55905	Olmsted	
650 South Street	Anoka	Minnesota	55303	Anoka	
9015 Radisson Road, NE.	Blaine	Minnesota	55434	Anoka	
2450 30th Avenue Se	Rochester	Minnesota	55904	Olmsted	
311 12th Avenue S.	Buffalo	Minnesota	55313	Wright	
1717 West Co. Road	Roseville	Minnesota	55113	Ramsey	
245 E. 6th Street #200	St. Paul	Minnesota	55101	Ramsey	
100 Civic Center Pkwy	Burnville	Minnesota	55237	Goodhue	
2180 108th Lane NE	Blaine	Minnesota	55449	Anoka	
16200 Scimic Hights Rd	Elen Prairie	Minnesota	55343	Hennepin	
3400 Spring St. NE	Minneapolis	Minnesota	55413	Hennepin	
8080 Mitchell Road	Eden Prairie	Minnesota	55344	Hennepin	
1306 10th St. North	Saur Rapids	Minnesota	56379	Benton	
3204 SE Como Ave.	Minneapolis	Minnesota	55414	Hennepin	
714 Bench Street	Redwing	Minnesota	55066	Goodhue	
1378 Mayre Street	St. Paul	Minnesota	55117	Ramsey	
700 Pass Road	Gulfport	Mississippi	39501	Harrison	
1601 County Barn Road	Yazoo City	Mississippi	39194	Yazoo	
#2 Union Seventy Center Dr	St. Louis	Missouri	63144	St. Louis	
800 Cerre Road	St. Louis	Missouri	63102	St. Louis City	
401 N. Second Street	St. Charles	Missouri	64501	St. Charles	
4004 S. Pointe Road	Washington	Missouri	63090	Franklin	
2207 N. Twyman Road	Independence	Missouri	64058	Jackson	

# SCHEDULE 1

## Locations of Equipment and Inventory

Laidlaw Transit, Inc. Locations					
Address	City	State	Zip Code	County	
17146 Manchester Road	Grover	Missouri	63040	St. Louis	
800 N. Washington	Union	Missouri	63084	Franklin	
4713 St. Joseph Avenue	St. Joseph	Missouri	64505	Buchanan	
204 Mound Street	Mound City	Missouri	64470	Holt	
Hwy 160	Nixa	Missouri	65714	Christian	
1625 Gratz Brown Rd	Moberly	Missouri	65270	Randolph	
8575 Page Ave.	St. Louis	Missouri	63114	St. Louis	
3675 Chouteau	St. Louis	Missouri	63110	St. Louis City	
10900 Hickman Mills Dr.	Kansas City	Missouri	64137	Jackson	
2043 Woodland Parkway	St. Louis	Missouri	63146	St. Louis	
544 Clark Ave	Kirkwood	Missouri	63122	St. Louis	
131 N. & 40 Hwy	Odessa	Missouri	64076	Lafayette	
1226 11th Street	Boonville	Missouri	65233	Cooper	
3061 Mercantile Industrial Blvd.	St. Charles	Missouri	63301	St. Charles	
6207 N.W. Bell Road	Parkville	Missouri	64152	Platte	
940 Biltmore	Fenton	Missouri	63026	St. Louis	
1704 Gilsinn Lane	Fenton	Missouri	63026	St. Louis	
500 E. Red Bridge Rd	Kansas City	Missouri	64137	Jackson	
3945 Raytown Rd	Kansas City	Missouri	64129	Jackson	
4638 W. Florissant	St. Louis	Missouri	63115	St. Louis City	
3601 Manchester Traffic Way	Kansas City	Missouri	64129	Jackson	
12100 Grandview Road	Grandview	Missouri	64030	Jackson	
1330 E. Independence Dr.	Union	Missouri	63084	Franklin	
200 E. Elam Ave # 130	Valley Park	Missouri	63088	St. Louis	
3000 Palmer St	Missoula	Montana	59808	Missoula	
1705 Bow St.	Missoula	Montana	58801	Missoula	
14001 L Street	Omaha	Nebraska	68137	Douglas	

# SCHEDULE 1

## Locations of Equipment and Inventory

Laidlaw Transit, Inc. Locations					
Address	City	State	Zip Code	County	
2111 Arapahoe Trail	Beatrice	Nebraska	68310	Gage	
1804 Paul Street	Omaha	Nebraska	68102	Douglas	
3333 Keystone Drive	Omaha	Nebraska	68134	Douglas	
2317 Warren Dr.	Plattsmouth	Nebraska	68048	Cass	
121 Whitehouse Rd.	Rochester	New Hampshire	03867	Stafford	
51 Lowell Rd.	Salem	New Hampshire	03079	Rockingham	
33 Chester Road	Derry	New Hampshire	03038	Rockingham	
Lower Main Street	Keene	New Hampshire	03431	Cheshire	
Route 202, North	Peterborough	New Hampshire	03458	Hillsborough	
Railroad Ave.	Merrimack	New Hampshire	03054	Hillsborough	
24 Walnut Ave., N.	N. Hampton	New Hampshire	03862	Rockingham	
410 Route One By Pass	Portsmouth	New Hampshire	03801	Rockingham	
49 Whittemore Farm Road	Swansey	New Hampshire	03446	Cheshire	
976 Newark Ave.	Jersey City	New Jersey	07306	Hudson	
1 Cory Rd.	Morristown	New Jersey	07960	Morris	
997 Lenox Drive, Bldg. 3, Suite 105	Lawrenceville	New Jersey	08648	Mercer	
2100 Hgwy 35	Sea Girt	New Jersey	08750	Monmouth	
35 Troy Lane	Lincoln Park	New Jersey	07035	Morris	
3rd Ave. & Rt. 35	Neptune City	New Jersey	07735	Monmouth	
Rd#1 Irving Ave.	Millville	New Jersey	08332	Cumberland	
Rd#2 Box 92 A.	Annandale	New Jersey	08801	Hunterdon	
Rd. #6 Box 476	Williamstown	New Jersey	08094	Gloucester	
15 Pleasant Avenue East	Paramus	New Jersey	07652	Bergen	
144 Park Place East	Woddbridge	New Jersey	07095	Middlesex	
175 Klockner Road	Trenton	New Jersey	08619	Mercer	
Rd#3 Box 227 - 450 Union Hill Rd	Englishtown	New Jersey	07726	Monmouth	
7 Trenton Lakewood Rd	Clarksburg	New Jersey	08510	Monmouth	



# SCHEDULE 1

## Locations of Equipment and Inventory

Laidlaw Transit, Inc. Locations					
Address	City	State	Zip Code	County	
465 Boulevard	Elmwood Park	New Jersey	07407	Bergen	
1740 River Road	Belle Mead	New Jersey	08502	Somerset	
Rt 4 Box 24A473 Rt 31S	Hampton	New Jersey	00827	Hunterdon	
2101 Garry Road	Cinnaminson	New Jersey	08077	Burlington	
1 Purnell Court	Moonachie	New Jersey	07074	Bergen	
2490 White Horse Hamilton Rd.	Hamilton Sq.	New Jersey	08690	Mercer	
291 Cox Street	Roselle	New Jersey	07203	Union	
635 Watson/New Freedom Rd	Berlin	New Jersey	08009	Camden	
222 Red Lion Rd	Southampton	New Jersey	08088	Burlington	
101 Duffy Road	Flanders Mt Olive Twp	New Jersey	07836	Morris	
2 Gowin St.	Sayerville	New Jersey	08872	Middlesex	
119 Morristown Rd	Bernardsville	New Jersey	07924	Somerset	
29 River Road	Chatham	New Jersey	07928	Morris	
631 A. Shunpike	Cape May	New Jersey	08204	Cape May	
145 Amboy Road	Morganville	New Jersey	07751	Monmouth	
1311 Siler Road	Santa Fe	New Mexico	87501	Santa Fe	
145 W. Arterial Hgwy	Binghampton	New York	13901	Broome	
Brown CR	Catskill	New York	12414	Greene	
2245 Dwyer Ave.	Utica	New York	13501	Oneida	
2109 Erie Blvd E.	Syracuse	New York	13224	Onodaga	
803 Walden Ave.	Buffalo	New York	14216	Erie	
303 Hopkins St.	Buffalo	New York	14220	Erie	
Gleason St - Box 235	Gouverneur	New York	13642	St. Lawrence	
P.O. Box 108	Watkins Glen	New York	14891	Schuyler	
P.O. Box 294	Avon	New York	14414	Livingston	
P.O. Box 266	Philadelphia	New York	13673	Jefferson	
5270 Rt. 98	Java Center	New York	14082	Wyoming	

# SCHEDULE 1

## Locations of Equipment and Inventory

Laidlaw Transit, Inc. Locations					
Address	City	State	Zip Code	County	
Schutt Rd.	Sardeneia	New York	14134	Erie	
677 Gulf Rd.	Attica	New York	14011	Wyoming	
Rt 9W	Kingston	New York	12401	Ulster	
W/S Rt 9W	W. Cossackie	New York	12051	Greene	
Churchland Lane	Saugerties	New York	12477	Ulster	
Rt 308	Rhineback	New York	12572	Dutchess	
256 Main Street	Nyack	New York	10960	Rockland	
16 Hoffman Street	Spring Valley	New York	10977	Rockland	
455 Wheatfield St.	North Tonawanda	New York	14120	Niagra	
8775 Alexander Rd.	Batavia	New York	14020	Genesee	
151 Chautauqua St.	Fredonia	New York	14063	Chautauquae	
5242 Curtis Road	Warsaw	New York	14569	Wyoming	
180 Railroad Ave.	Center Moriches	New York	11934	Suffolk	
4250 Ridge Lea Rd. #44	Amhurst	New York	14226	Erie	
4480 Route 25 #920	Calverton	New York	11933	Suffolk	
30 West Yaphank Road	Corman	New York	11727	Suffolk	
Yaphank Road	Middle Island	New York	11953	Suffolk	
819 Davis Road	East Aurora	New York	14052	Erie	
34 Arthur Ave.	Brookhaven	New York	11719	Suffolk	
82 Rte 25A	Shoreham	New York	11786	Suffolk	
301 Cayuga Rd. #200	Buffalo	New York	14225	Erie	
909 Bailey Ave.	Buffalo	New York	14206	Erie	
2306 Walden Ave.	Cheektowago	New York	14225	Erie	
2514 S. Park Ave.	Lackawanna	New York	14218	Erie	
140-142 Shawnee Ave.	Buffalo	New York	14215	Erie	
100 Gruner Road	Cheektowaga	New York	14227	Erie	
94 Gruner Road	Cheektowaga	New York	14227	Erie	

# SCHEDULE 1

## Locations of Equipment and Inventory

Laidlaw Transit, Inc. Locations				
Address	City	State	Zip Code	County
119 Botsford Place	Buffalo	New York	14216	Erie
4450 Bailey Ave.	Amburst	New York	14226	Erie
2700 Millersport Hwy 1	Getzville	New York	14608	Erie
575 Colfax St	Rochester	New York	14606	Monroe
2458 Ridge Rd.	Rochester	New York	14602	Monroe
1165 East Main St.	Rochester	New York	14606	Monroe
98 Bickford St.	Rochester	New York	14606	Monroe
49-63 Bickford St	Rochester	New York	14606	Monroe
617-621 5th Ave.	Troy	New York	12182	Rensselaer
Foot Of Main St.	Troy	New York	12180	Rensselaer
623-625 5th Ave.	Troy	New York	12180	Rensselaer
70 Schliegel Blvd	Anityville	New York	11701	Suffolk
251 North Main Street	Freeport	New York	11520	Nassau
295 Duffy Ave.	Hicksville	New York	11801	Nassau
313 Rock Island Road	Gouverneur	New York	13642	St. Lawrence
721 Hall Road	Lisbon	New York	13658	St. Lawrence
221 Hall Road	Lisbon	New York	13658	St. Lawrence
5715 South Street Rt 34	Auburn	New York	13021	Cayuga
455 West John St.	Hicksville	New York	11801	Nassau
723 West Hargett St.	Raleigh	North Carolina	27603	Wake
2A Huntsman Place	Asheville	North Carolina	28803	Buncombe
123 Vivian St.	Durham	North Carolina	27702	Durham
1619 Capital Blvd.	Raleigh	North Carolina	27604	Wake
4014 Colerain Ave.	Cincinnati	Ohio	45223	Hamilton
3118 Woodburn Ave.	Cincinnati	Ohio	45207	Hamilton
1700 Colorado Ave.	Lorain	Ohio	44052	Lorain
1014 Vine Street	Cincinnati	Ohio	45202	Hamilton

# SCHEDULE 1

## Locations of Equipment and Inventory

### **Laidlaw Transit, Inc. Locations**

<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>County</b>
2960 Sanitarium Rd	Akron	Ohio	44312	Summit
6757 Linton Road	Goshen	Ohio	45122	Clermont
465 South Broadway	Owensville	Ohio	45260	Clermont
122 Hill Road South	Pickerington	Ohio	43147	Fairfield
131 West Chestnut Street	Oxford	Ohio	45056	Butler
101 West Chestnut Street	Oxford	Ohio	45056	Butler
1801 Ross Avenue	Cincinnati	Ohio	45212	Hamilton
7454 Jager Court	Cincinnati	Ohio	45230	Hamilton
4332 Glen Este Withamsville Rd	Cincinnati	Ohio	45245	Clermont
91 Owen/Brown	Hudson	Ohio	44236	Summit
1630 Westwood Ave	Cincinnati	Ohio	45214	Hamilton
4475 S. Hamilton Road	Groveport	Ohio	43125	Franklin
560 Loveland Madeira Road	Loveland	Ohio	45140	Hamilton
645 Oakwood Ave.	Lebanon	Ohio	45036	Warren
10271 Hazelton-Etna Road	Etna	Ohio	43018	Licking
2040 U.S. 50	Owensville	Ohio	45160	Clermont
613 North Jones Road	Tahlequah	Oklahoma	74464	Cherokee
1895 E. Evans Creek Rd.	Rogue River	Oregon	97537	Jackson
126 Ringnette St.	Grant Pass	Oregon	97527	Josephine
6755 NE Columbia Blvd.	Portland	Oregon	97218	Multnomah
8338 NE Alderwood Rd # 200	Portland	Oregon	97220	Multnomah
520 West River Road	Cave Junction	Oregon	97523	Josephine
1895 E. Evans Creek Rd	Rogue River	Oregon	97537	Jackson
1018 Elm Street	Forest Grove	Oregon	97116	Washington
190 N. Wall Street	Coos Bay	Oregon	97420	Coos
6100 Colver Road	Talent	Oregon	97540	Jackson
757 W Locust	Stayton	Oregon	97383	Marion

# SCHEDULE 1

## Locations of Equipment and Inventory

Laidlaw Transit, Inc. Locations				
Address	City	State	Zip Code	County
813 Mason Way #2	Medford	Oregon	97501	Jackson
1119 SE Fullerton	Roseburg	Oregon	97470	Douglas
1122 SE Fullerton	Roseburg	Oregon	97470	Douglas
205 & 215 S.E. Houck	Roseburg	Oregon	97470	Douglas
40151 Gates School Road	Gates	Oregon	97360	Linn
241 S. Old Pacific Highway	Myrtle Creek	Oregon	97457	Douglas
945 N.W. Hayes Street	Corvallis	Oregon	97330	Benton
12970 & 13000 SW Hall Blvd	Tigard	Oregon	97223	Washington
2612 E. Baseline	Cornelius	Oregon	97113	Washington
160 SW Kalmia St	Junction City	Oregon	97448	Lane
3501 Willamette Falls	West Linn	Oregon	97068	Clackamas
145 N. Olive St.	Yamhill	Oregon	97148	Yamhill
765 SE Monmouth Cutoff	Dallas	Oregon	97338	Polk
1500 NW 9th St.	Corvallis	Oregon	97330	Benton
205/215 SE Houck	Roseburg	Oregon	97470	Douglas
3590 Dove Lane	Eugene	Oregon	97402	Lane
703 So. Blaine St.	Newberg	Oregon	97132	Yamhill
701 High Level Road	Clearfield	Pennsylvania	16830	Clearfield
150 S. 24th Street	Pittsburgh	Pennsylvania	15203	Allegheny
4633 Buttermilk Hollow Rd	West Mifflin	Pennsylvania	15123	Allegheny
97 Harriet Street	Rankin	Pennsylvania	15104	Allegheny
461 Spruce Street	Middletown	Pennsylvania	17057	Dauphin
625 Red Lion Rd.	Huntingdon Valley	Pennsylvania	19006	Montgomery
3130-3150 Rt 100	Macungie	Pennsylvania	18062	Lehigh
3156 Rt 100	Macungie	Pennsylvania	18062	Lehigh
1812 S. 12th Street	Allentown	Pennsylvania	18103	Lehigh
RDL Center Valley Preston Lane	Center Valley	Pennsylvania	18034	Lehigh

# SCHEDULE 1

## Locations of Equipment and Inventory

Laidlaw Transit, Inc. Locations					
Address	City	State	Zip Code	County	
1700 Gaskill St.	Allentown	Pennsylvania	18103	Lehigh	
Bulldog Lane	Slatington	Pennsylvania	18080	Lehigh	
3354 W. Beersville	Northampton	Pennsylvania	18067	Northampton	
470 S. State Street	Newtown	Pennsylvania	18940	Bucks	
827 E. Glenside	Wyncote	Pennsylvania	19095	Montgomery	
2202 S. Market St	Elizabethtown	Pennsylvania	17022	Lancaster	
200 Hahn Road	Pittsburgh	Pennsylvania	15209	Allegheny	
1010 Clearview Dr.	Latrobe	Pennsylvania	15650	Westmoreland	
Rt. 910 W.	Indianola	Pennsylvania	15051	Allegheny	
Mt. Pleasant Township	Norvelt	Pennsylvania	15674	Westmoreland	
710 Greensburg Rd.	New Kensington	Pennsylvania	15068	Westmoreland	
99 Billott Ave.	North Huntingdon	Pennsylvania	15642	Westmoreland	
1000 Chevehill Rd.	Library	Pennsylvania	15129	Allegheny	
235 Chartiers Ave.	Pittsburgh	Pennsylvania	15205	Allegheny	
122 Seward Street	Duquesne	Pennsylvania	15110	Allegheny	
Rd#1	Prospect	Pennsylvania	16052	Butler	
1061 Main Street	North Huntingdon	Pennsylvania	15642	Westmoreland	
RR#2 Box 2053	Glen Rock	Pennsylvania	17327	York	
Rd3 Box 1573, Rte 119	Smithfield	Pennsylvania	15478	Fayette	
1860 Scenery Drive	Elizabeth	Pennsylvania	15037	Allegheny	
3871 Old Harrisburg Pk	Mount Joy	Pennsylvania	17552	Lancaster	
Rd#1 Rte 188 & Dry Tavern	Rice's Landing	Pennsylvania	15357	Greene	
6261 Sullivan Trail	Nazareth	Pennsylvania	18064	Northampton	
522 Chestnut Street	Emmaus	Pennsylvania	18049	Lehigh	
1 Harthan Way/10500 Reservoir Rd	Albion	Pennsylvania	16401	Erie	
Rt 18	Conneaut Lake	Pennsylvania	16316	Crawford	
Frantz Road	Harbor Creek	Pennsylvania	16421	Erie	

# SCHEDULE 1

## Locations of Equipment and Inventory

Laidlaw Transit, Inc. Locations					
Address	City	State	Zip Code	County	
4780 Library Road	Bethel Park	Pennsylvania	15102	Allegheny	
895 Swamp Road	Rushland	Pennsylvania	18956	Bucks	
1101 Beaver Ave.	Pittsburgh	Pennsylvania	15233	Allegheny	
250 Washington Ave.	Dravosburg	Pennsylvania	15034	Allegheny	
6th At Bingham Sts.	Pittsburgh	Pennsylvania	15203	Allegheny	
141 East 26th St.	Erie	Pennsylvania	16540	Erie	
3885 N. George St.	Manchester	Pennsylvania.	17345	York	
511 Montgomery Avenue	New Castle	Pennsylvania	16102	Lawrence	
101 Old Frankstown	Pittsburgh	Pennsylvania	15239	Allegheny	
3125 Preble St.	Pittsburgh	Pennsylvania.	15233	Allegheny	
1977 Tracy St	Pittsburgh	Pennsylvania	15233	Allegheny	
119 Wall Ave.	Wall	Pennsylvania	15148	Allegheny	
976 Forest Ave.	Homestead	Pennsylvania	15120	Allegheny	
1720 W. North Ave.	Pittsburgh	Pennsylvania	15233	Allegheny	
110 Lenzner Ct.	Pittsburgh	Pennsylvania.	15233	Allegheny	
1901 Stanley Drive	Harrisburg	Pennsylvania	17103	Dauphin	
128 Kennedy Road	Prospect	Pennsylvania	16052	Butler	
2 Norwick Street	West Warwick	Rhode Island	02893	Kent	
327 Market St	Warren	Rhode Island	02885	Bristol	
45 Reservoir Road	Coventry	Rhode Island	02816	Kent	
529 Switch Road	Wood River Jet	Rhode Island	02894	Washington	
16 Black Plains Rd.	Exeter	Rhode Island	02822	Washington	
404 Main St.	Burrillville	Rhode Island	02859	Providence	
601 Devine Street # 101	Columbia	South Carolina	29201	Richland	
7285 Peppermill Parkway	N. Charleston	South Carolina	29418	Charleston	
3456 Mallory Depot Drive	Memphis	Tennessee	38117	Shelby	
4300 S. Congress	Austin	Texas	78745	Travis	

# SCHEDULE 1

## Locations of Equipment and Inventory

### Laidlaw Transit, Inc. Locations

Address	City	State	Zip Code	County
602 Moore Street	San Marcus	Texas	78666	Hays
2000 Western Street	Orange	Texas	78596	Hidalgo
418 Metro Park	McKinney	Texas	75069	Collin
607 E. 6th Street	Weslco	Texas	78596	Hidalgo
1301 N. IN	Plainview	Texas	79072	Hale
140 Broiles DV.	Jacksonville	Texas	75766	Cherokee
1000 N. Jefferson	Amarillo	Texas	79107	Potter
2962 Stephens Ave	Ogden	Utah	84401	Weber
1306 South Gibson	Ogden	Utah	84404	Weber
58 West 400 North	Logan	Utah	84321	Cache
8515 Lee Highway	Fairfax	Virginia	22031	Fairfax
2540 Homer Road	Woodbridge	Virginia	22192	Prince William
Putney Road	Brattleboro	Vermont	05301	Windham
13525 Lake City Way	Seattle	Washington	98125	King
7739 First Ave. S.	Seattle	Washington	98108	King
East 1720 Fairview	Spokane	Washington	99207	Spokane
10103 W. Charles Rd.	Nine Mile Falls	Washington	99026	Spokane
500 West 2nd Street	Tenino	Washington	98589	Thurston
980 E. 7th	Colville	Washington	99114	Stevens
178 Degrief Road	Colville	Washington	99114	Stevens
14444 N.E. 199 Street	Battleground	Washington	98604	Clark
1020 West 1st	Newport	Washington	99156	Spokane
3212 South Sprague	Tacoma	Washington	98409	Pierce
9216 8th Ave. South	Seattle	Washington	98108	King
6405 218th St. SW	Mountlake Terrace	Washington	98043	Snohomish
500 Industrial Dr.	Hartland	Wisconsin	53029	Waukesha
2743 Bartells Dr.	Beloit	Wisconsin	53511	Rock



# SCHEDULE 1

## Locations of Equipment and Inventory

Laidlaw Transit, Inc. Locations				
Address	City	State	Zip Code	County
Box 70/200 W. North St	Deforest	Wisconsin	53532	Dane
1840 Lime Kiln Road	Green Bay	Wisconsin	54311	Brown
6015 52nd Street	Kenosha	Wisconsin	53140	Kenosha
2321 Commerce St.	Lacrosse	Wisconsin	54603	LaCrosse
695 Industrial Blvd.	New Richmond	Wisconsin	54107	Shawano
462 Hickory St	Pewaukee	Wisconsin	53072	Waukesha
8030 Washington Ave	Racine	Wisconsin	53403	Racine
6206 Alderson St	Scholfeld	Wisconsin	54476	Marathon
1200 S. Water St.	Sparta	Wisconsin	54656	Monroe
730 S. 17th Ave.	Wausau	Wisconsin	54401	Marathon
Rt 1 Fair Road	Greenleaf	Wisconsin	54126	Brown
1609 Lincoln Ave.	Waukesha	Wisconsin	53186	Waukesha
4150 Mitchell	West Milwaukee	Wisconsin	53215	Milwaukee
4100 Mitchell	West Milwaukee	Wisconsin	53215	Milwaukee
4525 S. 13th St.	Milwaukee	Wisconsin	53215	Milwaukee
16900 Pheasant Dr.	Brookfield	Wisconsin	53005	Waukesha
W146 S. 6360 Tess Corners Rd	Muskego	Wisconsin	53150	Waukesha
6901 N. Glen Park Road	Glendale	Wisconsin	53209	Waukesha

# SCHEDULE 1

## Locations of Equipment and Inventory

Laidlaw Transit Services, Inc. Locations					
Address	City	State	Zip Code	County	
3010 E. Main Street	Mesa	Arizona	85205	Maricopa	
4337 Rowland Avenue	El Monte	California	91731	Los Angeles	
2477 Arnold Industrial Way	Concord	California	94570	Contra Costa	
1031 W. L12 Avenue	Lancaster	California	93534	Los Angeles	
1143 Echo Avenue, Suite F	Seaside	California	93955	Monterey	
800 Fesler Street	El Cajon	California	92020	San Diego	
1705 Enterprise Drive	Fairfield	California	94533	Solano	
1175 Spring Street	Long Beach	California	90806	Los Angeles	
2222 Park Place	Clearlake	California	95422	Lake	
482 Kenilworth	Petaluma	California	94952	Sonoma	
500 W. Hospital Road	French Camp	California	95231	San Joaquin	
705 Bradford Way	Union City	California	94587	Alameda	
26111 Antonio Parkway	Rancho Santa Margarita	California	92688	Orange	
24785 Clawiter	Haywood	California	94545	Alameda	
6815 San Leandro Street	Oakland	California	94621	Alameda	
26291 Production Avenue #6 & 7	Haywood	California	04545	Alameda	
1540 S. 7th Street	San Jose	California	95112	Santa Clara	
1441 Fairfax Avenue	San Francisco	California	94103	San Francisco	
6851 Lennox Avenue, Suit 200	Van Nuys	California	91405	Los Angeles	
1445 Fairfax Avenue	San Francisco	California	94124	San Francisco	
20555 North Sunshine Road	Soulsbyville	California	95370	Tuolumne	
3000 Paseo Mercardo #108	Oxnard	California	93030	Ventura	
800 Fesler Street	El Cajon	California	92020	San Diego	
1050 17th Street #1750	Denver	Colorado	80265-1050	Denver	
30 S. Raritan	Denver	Colorado	80223	Denver	
6345 North Colorado Blvd	Commerce City	Colorado	80022	Adams	

# SCHEDULE 1

## Locations of Equipment and Inventory

<b>Laidlaw Transit Services, Inc. Locations</b>				
<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>County</b>
4788 S. Orchard	Boise	Idaho	83705	Ada
510 Westgate	Addison	Illinois	60101	DuPage
39 Ziegler Drive	Grayslake	Illinois	60030	Lake
256 Commerce Drive #D	Grayslake	Illinois	60030	Lake
45 W. Belvidere	Hainesville	Illinois	60030	Lake
340B Commerce Drive	Crystal Lake	Illinois	60014	McHenry
825 Estes Avenue	Schaumburg	Illinois	60193	Cook
5360 College Blvd #200	Overland Park	Kansas	66211	Johnson
1010 Wayne Ave # 510	Silverspring	Maryland	20910	Montgomery
393 Mystic Avenue	Medford	Massachusetts	02145	Middlesex
27 McGarth Highway	Somerville	Massachusetts	02143	Middlesex
11550 Rupp Drive	Burnsville	Minnesota	55337	Dakota
80 Milltown Road	Union	New Jersey	07083	Union
160 Ewingville Road	Ewingville	New Jersey	08638	Mercer
397 W. State Street	Athens	Ohio	45701	Athens
6400 Huntley Road	Columbus	Ohio	43229	Franklin
715 Spencer Street	Toledo	Ohio	43609	Lucas
419 N. Westwood Avenue	Toledo	Ohio	43607	Lucas
8300 S IH35 Access Road	Austin	Texas	78745	Travis
430 W. 1400 N.	Logan	Utah	84323	Cache
2210 Magnolia Street	Richmond	Virginia	23223	Independent City of Richmond
20300 Woodinville Snohomish Rd NE	Woodinville	Washington	98072	King
2601 South Stoughton Rd.	Madison	Wisconsin	53718	Dane

# SCHEDULE 1

## Locations of Equipment and Inventory

### AMR SUBSIDIARY LOCATIONS

Entity Name	Address
911 Emergency Services, Inc.	801 - 10th Street Modesto, CA 95354 Stanislaus County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County
	1716 North 11 <sup>th</sup> Ave, Suite C Hanford, CA 93230 Kings County
	1779 Tribute Road, #H Sacramento, CA 95815 Sacramento County
	1616 Rollins Road Burlingame, CA 94011 San Mateo County
	111 Pullmay Way San Jose, CA 95111 Santa Clara County
	212 Campus Way Modesto, CA 95350 Stanislaus County
	1415 North Dutton Ave., Suite C Santa Rosa, CA 95401 Sonoma County

# SCHEDULE 1

## Locations of Equipment and Inventory

### AMR SUBSIDIARY LOCATIONS

Entity Name	Address
American Investment Enterprises, Inc.	1200 S. Martin Luther King Blvd. Las Vegas, NV 89102 Clark County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County
American Medical Response Holdings, Inc. *	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County
American Medical Response Management, Inc. *	2821 S. Parker Road, 10 <sup>th</sup> Floor Aurora, CO 80014 Arapahoe County
American Medical Response Mid-Atlantic, Inc.	200 Turner Industrial Way, #200 Aston, PA 19014 Delaware County
	638 Walnut Street Reading, PA 19601 Berks County
	77 East Halsey Road Parispany, NJ 07054 Morris County
	520 South Main Street Suite 2422 Akron, OH 44311-1010 Summit County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County

# SCHEDULE 1

## Locations of Equipment and Inventory

### AMR SUBSIDIARY LOCATIONS

Entity Name	Address
American Medical Response Northwest, Inc.	One S.E. 2nd Avenue Portland, OR 97214-1000 Multnomah County
	7915 SE Lake Road Milwaukie, OR 97222 Clackamas County
	401 NW F Grants Pass, OR 97526 Josephine County
	6320 SW Macadam Ave. Portland, OR 97214 Multnomah County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County
	2370 N. Powers Blvd. Colorado Springs, CO 80915 El Paso County
	525 East Mesa Pueblo, CO 81006 Pueblo County
	410 1/2 Macon Ave. Canon City, CO 81212 Fremont County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County

# SCHEDULE 1

## Locations of Equipment and Inventory

### AMR SUBSIDIARY LOCATIONS

Entity Name	Address
American Medical Response of Connecticut, Incorporated	55 Church Street New Haven, CT 06510 New Haven County
	58 Middletown Avenue New Haven, CT 06513 New Haven County
	335 Connecticut Avenue Bridgeport, CT 06607 Fairfield County
	1630 Shield Street West Hartford, CT 06110 Hartford County
	117 East Aurora Street Waterbury, CT 06704 New Haven County
American Medical Response of Georgia, Inc.	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County
	1305 Chastain Road N.W. Building 100, Suite 400 Kennesaw, GA 30144 Cobb County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County
American Medical Response of Illinois, Inc.	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County

SCHEDULE 1

Locations of Equipment and Inventory

**AMR SUBSIDIARY LOCATIONS**

Entity Name	Address
American Medical Response of Inland Empire	600 Iowa Street Redlands, CA 92373 San Bernardino County
	20101 Hamilton Avenue Suite 300 Torrance, CA 90502-1319 Los Angeles County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014
	Arapahoe County



# SCHEDULE 1

## Locations of Equipment and Inventory

### AMR SUBSIDIARY LOCATIONS

Entity Name	Address
American Medical Response of Massachusetts, Inc.	4 Tech Circle Natick, MA 01760-1029 Middlesex County
	320 Sandown Road Hampstead, NH 03841 Rockingham County
	6 Kensington Road Hampton Falls, NH 03844 Rockingham County
	61 Elm Street Manchester, NH 03101 Hillsborough County
	12 Runway Road Scarborough, ME 04074 Cumberland County
	66 Commercial Way East Providence, RI 02914 Providence County
	59 Circle Street Woonsocket, RI 02895 Providence County
	595 Cottage Street Springfield, MA 01104 Hampden County
	77 Seymore Street Pittsfield, MA 01201 Berkshire County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County

# SCHEDULE 1

## Locations of Equipment and Inventory

### AMR SUBSIDIARY LOCATIONS

Entity Name	Address
American Medical Response of North Carolina, Inc.	2507 Elizabethtown Road Lumberton, NC 28358 Robeson County
	1100 West 1st Street Winston Salem, NC 27101 Forsyth County
	1305 Chastain Road N.W. Building 100, Suite 400 Kennesaw, GA 30144 Cobb County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County
American Medical Response of Oklahoma, Inc.	1945 W. Elk Duncan, OK 73533 Stephens County
	3601 Bluestein Drive Austin, TX 78722 Travis County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County
American Medical Response of Southern California	20101 Hamilton Avenue Suite 300 Torrance, CA 90502-1319 Los Angeles County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County

# SCHEDULE 1

## Locations of Equipment and Inventory

### AMR SUBSIDIARY LOCATIONS

Entity Name	Address
American Medical Response of South Carolina, Inc.	34C Trotter Road Columbia, SC 29169 Lexington County
	1305 Chastain Road N.W. Building 100, Suite 400 Kennesaw, GA 30144 Cobb County
	2025 Ebenezer Suite E Rockhill, SC 29732 York County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County
American Medical Response of Texas, Inc.	7509 S. Freeway Houston, TX 77021 Harris County
	3601 Bluestein Drive Austin, TX 78721 Travis County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County

# SCHEDULE 1

## Locations of Equipment and Inventory

### AMR SUBSIDIARY LOCATIONS

Entity Name	Address
American Medical Response West	801 - 10th Street Modesto, CA 95354 Stanislaus County
	465 Reservation Road Marina, CA 93933 Monterey County
	116 Hubbard Street Santa Cruz, CA 95060 Santa Cruz County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County
Associated Ambulance Service Inc.	78 Ingraham Street Brooklyn, NY 11237 Kings County
	55 Church Street New Haven, CT 06510-3000 New Haven County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County
Atlantic Ambulance Services Acquisition, Inc.	7255 N.W. 19th Street Miami, FL 33126 Miami-Dade County
	5551 N.W. 9th Ave. Ft. Lauderdale, FL 33309 Broward County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County

# SCHEDULE 1

## Locations of Equipment and Inventory

### AMR SUBSIDIARY LOCATIONS

Entity Name	Address
Atlantic/Key West Ambulance, Inc.	7255 N.W. 19th Street Miami, FL 33126 Miami-Dade County  1414 First Street Key West, FL 33040 Monroe County  2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County
Atlantic/Palm Beach Ambulance, Inc.	7255 N.W. 19 <sup>th</sup> Street Miami, FL 33126 Miami-Dade County  1105 Barnleet Drive, Suite D Lake Worth, FL 33461 Palm Beach County  2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County
Broward Ambulance, Inc.	7255 N.W. 18th Street Miami, FL 33126 Miami-Dade County  5551 N.W. 9th Avenue Ft. Lauderdale, FL 33309 Broward County  7255 N.W. 19th Street Miami, FL 33126 Miami-Dade County  2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County

# SCHEDULE 1

## Locations of Equipment and Inventory

### AMR SUBSIDIARY LOCATIONS

Entity Name	Address
Desert Valley Medical Transport, Inc.	12474 Cottonwood Ave., Suite A Victorville, CA 92392 San Bernardino County
	20101 Hamilton Avenue Suite 300 Torrance, CA 90502-1319 Los Angeles County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County
Five Counties Ambulance Service, Inc.	55 Church Street New Haven, CT 06510-3000 New Haven County
	1160 Lincoln Ave. Holbrook, NY 11741 Suffolk County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County
Fountain Ambulance Service, Inc.	22 Midtown Park West Mobile, AL 36606 Mobile County
	1305 Chastain Road N.W. Building 100, Suite 400 Kennesaw, GA 30144 Cobb County
	2821 S. Parker Road, 10 <sup>th</sup> Floor Aurora, CO 80014 Arapahoe County

# SCHEDULE 1

## Locations of Equipment and Inventory

### AMR SUBSIDIARY LOCATIONS

Entity Name	Address
Gieger Transfer Service, Inc.	12020 Intraplex Parkway Gulfport, MS 39503 Harrison County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County
Golden Gate Associates	4144 Redwood Highway San Rafael, CA 94903 Marin County
	801 - 10th Street Modesto, CA 95354 Stanislaus County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County
Hank's Acquisition Corp.	124 West Park Drive Birmingham, AL 35211 Jefferson County
	22 Midtown Park West Mobile, AL 36606 Mobile County
	1305 Chastain Road N.W. Building 100, Suite 400 Kennesaw, GA 30144 Cobb County
	1419 22nd Avenue Tuscaloosa, AL 35401 Tuscaloosa County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County

# SCHEDULE 1

## Locations of Equipment and Inventory

### AMR SUBSIDIARY LOCATIONS

Entity Name	Address
Kutz Ambulance Service, Inc.	1210 Arndt Street Ft. Atkinson, WI 53538 Jefferson County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County
Laidlaw Medical Transportation, Inc.	801 - 10th Street Modesto, CA 95354 Stanislaus County
	20101 Hamilton Avenue Suite 300 Torrance, CA 90502-1319 Los Angeles County
	3601 Bluestein Drive Austin, TX 78722 Travis County
	1200 S. Martin Luther King Blvd. Las Vegas, NV 89102 Clark County
	1305 Chastain Road N.W. Building 100, Suite 400 Kennesaw, GA 30144 Cobb County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County



# SCHEDULE 1

## Locations of Equipment and Inventory

### AMR SUBSIDIARY LOCATIONS

Entity Name	Address
LifeFleet Southeast, Inc.	4914 W. Knox Street Tampa, FL 33634 Hillsborough County
	7255 N.W. 19th Street Miami, FL 33126 Miami-Dade County
	12490 Ulmerton Road Largo, FL 33774 Pinellas County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County
Medevac Medical Response, Inc.	300 So. Main Independence, MO 64050 Jackson County
	1103 East 3rd Street Sedalia, MO 65301 Pettis County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County
Medevac MidAmerica, Inc.	401 SW Jackson Street Topeka, KS 66603 Shawnee County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County

# SCHEDULE 1

## Locations of Equipment and Inventory

### AMR SUBSIDIARY LOCATIONS

Entity Name	Address
Medic One Ambulance Services, Inc.	12020 Inttraplex Parkway Gulfport, MS 39503 Harrison Co untly 3508 Tulane Ave. New Orleans, LA 70119 Orleans Parish 2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County
Medi-Car Ambulance Service, Inc.	7255 N.W. 19th Street Miami, FL 33126 Miami-Dade County 2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County
Mercury, Inc.	1200 S. Martin Luther King Blvd. Las Vegas, NV 89102 Clark County 2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County
Mercury Ambulance of Evansville, Inc.	807 East Franklin Street Evansville, IN 47711 Vanderburgh County 520 South Main Street Suite 2422 Akron, OH 44311-1010 Summit County 2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County

# SCHEDULE 1

## Locations of Equipment and Inventory

### AMR SUBSIDIARY LOCATIONS

Entity Name	Address
Metro Ambulance Service, Inc.	3508 Tulane Ave New Orleans, LA 70119 Orleans Parish
	1305 Chastain Road N.W. Building 100, Suite 400 Kennesaw, GA 30144 Cobb County
	607 N. 3 <sup>rd</sup> Street Monroe, LA 71201 Ouachita Parish
	190 Highway 61 South Natchez, MS 39120 Adams County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County
Metro Ambulance Services, Inc.	1305 Chastain Road N.W. Building 100, Suite 400 Kennesaw, GA 30144 Cobb County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County

# SCHEDULE 1

## Locations of Equipment and Inventory

### AMR SUBSIDIARY LOCATIONS

Entity Name	Address
Metro Ambulance Service (Rural), Inc.	607 N. 3rd Street Monroe, LA 71201 Ouachita Parish
	1305 Chastain Road N.W. Building 100, Suite 400 Kennesaw, GA 30144 Cobb County
	190 Highway 61 South Natchez, MS 39120 Adams County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County
Mobile Medic Ambulance Service, Inc.	12020 Intraplex Parkway Gulfport, MS 39503 Harrison County
	360 W. Woodrow Wilson Drive Jackson, MS 39213 Hinds County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County

# SCHEDULE 1

## Locations of Equipment and Inventory

### AMR SUBSIDIARY LOCATIONS

Entity Name	Address
Paramed, Inc.	520 South Main Street Suite 2422 Akron, OH 44311-1010 Summit County
	486 South Opdyke Road Pontiac, MI 48341 Oakland County
	517 S. Division Road Grand Rapids, MI 49503 Kent County
	2093 North Park Drive Holland, MI 49424 Ottawa County
	5671 Trumbull Ave. Detroit, MI 48208 Wayne County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County
Physicians & Surgeons Ambulance Service, Inc.	520 South Main Street, Suite 2422 Akron, OH 44311 Summit County
	1265 Triplett Blvd. Akron, OH 44306 Summit County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County

# SCHEDULE 1

## Locations of Equipment and Inventory

### AMR SUBSIDIARY LOCATIONS

Entity Name	Address
Randle Eastern Ambulance Service, Inc.	7255 N.W. 19th Street Miami, FL 33126 Miami-Dade County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County
Regional Emergency Services, L.P.	141 Waterman Avenue Mt. Dora, FL 32757 Lake County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County
San Francisco Ambulance Service, Inc.	2829 California Street San Francisco, CA 94115 San Francisco County
	801 - 10th Street Modesto, CA 95354 Stanislaus County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County
Springs Ambulance Service, Inc.	560 Williams Road Palm Springs, CA 92264 Riverside County
	20101 Hamilton Avenue Suite 300 Torrance, CA 90502-1319 Los Angeles County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County

# SCHEDULE 1

## Locations of Equipment and Inventory

### AMR SUBSIDIARY LOCATIONS

Entity Name	Address
Sunrise Handicap Transport Corp.	1160 Lincoln Ave Hollbrook, NY 11741 Suffolk County
	55 Church Street New Haven, CT 06510-3000 New Haven County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County
TEK, Inc.	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County
Tidewater Ambulance Service, Inc.	2400 Hermitage Road Richmond, VA 23220 Richmond County
	411 Kempsville Road Virginia Beach, VA 23464 Virginia Beach County
	1305 Chastain Road N.W. Building 100, Suite 400 Kennesaw, GA 30144 Cobb County
	2821 S. Parker Road, 10th Floor Aurora, CO 80014 Arapahoe County

# SCHEDULE 1

## Locations of Equipment and Inventory

EmCare Subsidiary Locations	
Name	Address
American Emergency Physicians Management, Inc.	Santa Clara County, CA
Charles T. Mitchell, Inc.	1885 Main Street, Suite 407 Wailuku, HI 96793 Maui County
Coordinated Health Services, Inc.	232 Lakeside Drive Horsham, PA 19044 Montgomery County
EM-CODE Reimbursement Solutions, Inc.	10199 Woodfield Lane St. Louis, MO 63132 Saint Louis County
EmCare of Maryland, LLC	Montgomery County, PA
EmCare Physician Services, Inc.	Escambia County, FL
EMTAC Business Trust	Bank of America Center 101 Convention Center Drive, Suite 850 Las Vegas, NV 89109 Clark County
EMTAC, Inc.	Bank of America Center 101 Convention Center Drive, Suite 850 Las Vegas, NV 89109 Clark County
First Medical / EmCare, Inc.	Santa Barbara County, CA
Reimbursement Technologies, Inc.	1000 River Road, Suite 100 Conshohocken, PA 19428 (Montgomery)
SEC/EmCare Emergency Care, Inc.	St. Louis County, MO
The Gould Group, Inc.	Collin County, TX

Each of the Credit Parties which is an EmCare subsidiary not listed on this schedule has no assets.



# SCHEDULE 1

## Locations of Equipment and Inventory

Other Laidlaw Subsidiary Locations	
Entity Name	Address
A.B.C. Bus Co., Inc.	55 Shuman Boulevard, Suite 400 Naperville, IL 60563 DuPage County
Allied Bus Sales, Inc.	1101 Kenneth Street Nixa, MO 65714 Christian County
Allied Bus Sales, Inc.	1240 East Diehl Road, Suite 104 Naperville, IL 60563 DuPage County
Allied Bus Sales, Inc.	55 Shuman Boulevard, Suite 400 Naperville, IL 60563 DuPage County
Chatham Coach Lines, Inc.	55 Shuman Boulevard, Suite 400 Naperville, IL 60563 DuPage County
Laidlaw Transit Holdings, Inc.	55 Shuman Boulevard, Suite 400 Naperville, IL 60563 DuPage County
Laidlaw Transit Illinois Holdings, Inc.	55 Shuman Boulevard, Suite 400 Naperville, IL 60563 DuPage County
Laidlaw Transit Management Company, Inc.	55 Shuman Boulevard, Suite 400 Naperville, IL 60563 DuPage County
Laidlaw Transportation Management Inc.	600 Six Flags Drive, Suite 300 Arlington, TX 76011 Tarrant County
Laidlaw Transportation, Inc.	600 Six Flags Drive, Suite 300 Arlington, TX 76011 Tarrant County

# SCHEDULE 1

## Locations of Equipment and Inventory

Other Laidlaw Subsidiary Locations	
Entity Name	Address
Rockton Bus Company, Inc.	55 Shuman Boulevard, Suite 400 Naperville, IL 60563 DuPage County
Rockton Bus Company, Inc.	720 Blackhawk Blvd. Rockton, IL 61072 Winnebago County
S. C. Food Services (USA), Inc.	816 South Military Trail, Bldg. #6 Deerfield Beach, FL 33442 Broward County
Safe Ride Services, Inc.	1405 San Mateo Blvd NE, Suite E Albuquerque, NM 87110 Bernalillo County
Safe Ride Services, Inc.	816 W. Hwy 84, Ste A-3, Casa Grande AZ 85222 Pinal County
Safe Ride Services, Inc.	2700 W. Superior St Chicago, IL 60612 Cook County
Safe Ride Services, Inc.	1460 Main St Clovis, NM 88101 Curry County
Safe Ride Services, Inc.	1560 19th St, Douglas, AZ 85607 Cochise County
Safe Ride Services, Inc.	250 Dee Ann Ave Gallup, NM 87301 McKinley County
Safe Ride Services, Inc.	P.O. Box 263 Ganado, AZ 86505 Apache County
Safe Ride Services, Inc.	5344 W Missouri Ave Glendale, AZ 85303 Maricopa County

# SCHEDULE 1

## Locations of Equipment and Inventory

Other Laidlaw Subsidiary Locations	
Entity Name	Address
Safe Ride Services, Inc.	1601 N Turner, Ste 222 Hobbs, NM 87301 McKinley County
Safe Ride Services, Inc.	P.O. Box 747 Keams Canyon, AZ 86034 Navajo County
Safe Ride Services, Inc.	4276 A US Hwy 64 Kirtland, NM 87417 San Juan County
Safe Ride Services, Inc.	1040 N Main St Las Cruces, NM 88001 Dona Ana County
Safe Ride Services, Inc.	225 Moreno Las Vegas, NM 87701 San Miguel County
Safe Ride Services, Inc.	1208-B Kofa Ave Parker, AZ 85344 LaPaz County
Safe Ride Services, Inc.	P. O. Box 7353 Teesto Chapter House, Suite 218 Teesto, AZ 86047 Navajo County
Safe Ride Services, Inc.	9525 E. Doubletree Ranch Rd Scottsdale, AZ 85261 Maricopa County



# SCHEDULE 2

Locations of Chief Executive Office, Chief Place of Business, Locations where Records Concerning Receivables and Inventory are Kept and All Trade Names or Fictitious Names of Each Grantor

Entity Name	Other Names Used	Chief Executive Office, Chief Place of Business and Records Location
911 Emergency Services, Inc.	Merged Entities: Superior Ambulance Service; Sharpe Associates; Northern California Training Institute	2821 South Parker Road Aurora, CO 80014 Arapahoe County
A.B.C. Bus Co., Inc.	No name change since acquisition by LL Transit, Inc. in March 2000.  No other name  No trade names	55 Shuman Boulevard, Suite 400 Naperville, IL 60563 DuPage County
Allied Bus Sales, Inc.	None	55 Shuman Boulevard, Suite 400 Naperville, IL 60563 DuPage County
American Emergency Physicians Management, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
American Investment Enterprises, Inc.	None	2821 South Parker Road Aurora, CO 80014 Arapahoe County
American Medical Response Holdings, Inc.	American Medical Response Leasing, Inc.	2821 South Parker Road Aurora, CO 80014 Arapahoe County
American Medical Response, Inc.	None	2821 South Parker Road Aurora, CO 80014 Arapahoe County
American Medical Response Management, Inc.	None	2821 South Parker Road Aurora, CO 80014 Arapahoe County

## SCHEDULE 2

Locations of Chief Executive Office, Chief Place of Business, Locations where Records Concerning Receivables and Inventory are Kept and All Trade Names or Fictitious Names of Each Grantor

Entity Name	Other Names Used	Chief Executive Office, Chief Place of Business and Records Location
American Medical Response Mid-Atlantic, Inc.	Merged Entities: U.S. Healthtec, Inc.(1/95); Careline-Delaware Valley, Inc.(9/97.DE; 4/99.NJ); Ambu-Care, Inc. (9/97)	2821 South Parker Road Aurora, CO 80014 Arapahoe County
American Medical Response Northwest, Inc.	Former Name: Buck Medical Services, Inc.;  Trade Names (in State of Washington): AMR Northwest, Inc.; Buck Healthcare Services; Buck Medical; Clark County Wheelchair Transportation; Medix; Pramed	2821 South Parker Road Aurora, CO 80014 Arapahoe County
American Medical Response of Colorado, Inc.	Merged Entity: AMRSC (12/96)	2821 South Parker Road Aurora, CO 80014 Arapahoe County
American Medical Response of Connecticut, Incorporated	None	2821 South Parker Road Aurora, CO 80014 Arapahoe County
American Medical Response of Georgia, Inc.	None	2821 South Parker Road Aurora, CO 80014 Arapahoe County

# SCHEDULE 2

Locations of Chief Executive Office, Chief Place of Business, Locations where Records Concerning Receivables and Inventory are Kept and All Trade Names or Fictitious Names of Each Grantor

<b>Entity Name</b>	<b>Other Names Used</b>	<b>Chief Executive Office, Chief Place of Business and Records Location</b>
American Medical Response of Illinois, Inc.	Assumed Names: AMR of Illinois, Inc.; Rescue 8 Paramedic Service; Johnson and Beverage; Ginders Graham Ambulance Service; Para Care Ambulance Service; Vandenberg Ambulance; Advance Medical Transport	2821 South Parker Road Aurora, CO 80014 Arapahoe County
American Medical Response of Inland Empire	Former Name: Courtesy Services of San Bernardino, Inc.	2821 South Parker Road Aurora, CO 80014 Arapahoe County
American Medical Response of Massachusetts, Inc.	Former Name: Zam-Cul Enterprises, Inc. (7/95); Merged Entity: (10/97) American Mediwheels Ambulance, Inc.	2821 South Parker Road Aurora, CO 80014 Arapahoe County
American Medical Response of North Carolina, Inc.	None	2821 South Parker Road Aurora, CO 80014 Arapahoe County
American Medical Response of Oklahoma, Inc.	None	2821 South Parker Road Aurora, CO 80014 Arapahoe County
American Medical Response of South Carolina, Inc.	None	2821 South Parker Road Aurora, CO 80014 Arapahoe County

# SCHEDULE 2

Locations of Chief Executive Office, Chief Place of Business, Locations where Records Concerning Receivables and Inventory are Kept and All Trade Names or Fictitious Names of Each Grantor

Entity Name	Other Names Used	Chief Executive Office, Chief Place of Business and Records Location
American Medical Response of Southern California	Former Name: Goodhew Ambulance Service, Inc. (8/97);  Assumed Names: Goodhew Medical Services (6/95); Goodhew Ambulance Services (6/95).  Other Merged Entities: Adams Ambulance Services, Inc.; Crippen Ambulance Service, Inc.; Wilson Ambulance Services, Inc.; Professional Ambulance Services, Inc. (8/97)	2821 South Parker Road Aurora, CO 80014 Arapahoe County
American Medical Response of Texas, Inc.	None	2821 South Parker Road Aurora, CO 80014 Arapahoe County
American Medical Response West	Other Merged Entity: Stanislaus County Emergency Medical Communications (10/99)	2821 South Parker Road Aurora, CO 80014 Arapahoe County
Associated Ambulance Service Inc.	None	2821 South Parker Road Aurora, CO 80014 Arapahoe County
Atlantic Ambulance Services Acquisition, Inc.	None	2821 South Parker Road Aurora, CO 80014 Arapahoe County
Atlantic/Key West Ambulance, Inc.	None	2821 South Parker Road Aurora, CO 80014 Arapahoe County



# SCHEDULE 2

Locations of Chief Executive Office, Chief Place of Business, Locations where Records Concerning Receivables and Inventory are Kept and All Trade Names or Fictitious Names of Each Grantor

Entity Name	Other Names Used	Chief Executive Office, Chief Place of Business and Records Location
Atlantic/Palm Beach Ambulance, Inc.	None	2821 South Parker Road Aurora, CO 80014 Arapahoe County
Broward Ambulance, Inc.	None	2821 South Parker Road Aurora, CO 80014 Arapahoe County
Charles T. Mitchell, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
Chatham Coach Lines, Inc.	No name changes since acquisition by LL Transit, Inc. in Feb. 2000	55 Shuman Boulevard, Suite 400 Naperville, IL 60563 Dupage County
Chesapeake Emergency Medicine Associates, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
CHS Primary Care, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
Coordinated Health Services, Inc.	Professional Reimbursement Services, Inc., PRS	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
Desert Valley Medical Transport, Inc.	Former Name: Valley Medical Transport, Inc. (5/97)	2821 South Parker Road Aurora, CO 80014 Arapahoe County
ECEP, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County

# SCHEDULE 2

Locations of Chief Executive Office, Chief Place of Business, Locations where Records Concerning Receivables and Inventory are Kept and All Trade Names or Fictitious Names of Each Grantor

Entity Name	Other Names Used	Chief Executive Office, Chief Place of Business and Records Location
EM-CODE Reimbursement Solutions, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare Anesthesia Services, Inc.	Spectrum Anesthesia Services, Inc.	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare Contract of Arkansas, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare Holdings Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare, Inc.	MedTrust	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare of Alabama, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare of Arizona, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare of California, Inc.	AEP-EmCare; AEP Management Services, Inc./Associated Emergency Physicians, Inc.; Medical Group of Northern California	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare of Colorado, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County

# SCHEDULE 2

Locations of Chief Executive Office, Chief Place of Business, Locations where Records Concerning Receivables and Inventory are Kept and All Trade Names or Fictitious Names of Each Grantor

Entity Name	Other Names Used	Chief Executive Office, Chief Place of Business and Records Location
EmCare of Florida, Inc.	Copenhagen, Bell & Associates, MD's, Inc.	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare of Georgia, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare of Hawaii, Inc.	Emergency Medical Care, Incorporated	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare of Indiana, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare of Iowa, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare of Kentucky, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare of Louisiana, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare of Maryland, LLC	Capital Emergency Associates LLC	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare of Michigan, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare of Minnesota, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County

# SCHEDULE 2

Locations of Chief Executive Office, Chief Place of Business, Locations where Records Concerning Receivables and Inventory are Kept and All Trade Names or Fictitious Names of Each Grantor

<b>Entity Name</b>	<b>Other Names Used</b>	<b>Chief Executive Office, Chief Place of Business and Records Location</b>
EmCare of Mississippi, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare of Missouri, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare of Nevada, Inc.	Doctors Emergency Medical Services (DEMS); EmCare Nevada, Inc. (DEMS)	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare of New Hampshire, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare of New Jersey, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare of New Mexico, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare of New York, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare of North Carolina, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare of North Dakota, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare of Ohio, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County

# SCHEDULE 2

Locations of Chief Executive Office, Chief Place of Business, Locations where Records Concerning Receivables and Inventory are Kept and All Trade Names or Fictitious Names of Each Grantor

Entity Name	Other Names Used	Chief Executive Office, Chief Place of Business and Records Location
EmCare of Oklahoma, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare of Oregon, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare of Pennsylvania, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare of Rhode Island, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare of South Carolina, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare of Tennessee, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare of Texas, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare of Vermont, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare of Virginia, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare of Washington, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County

# SCHEDULE 2

Locations of Chief Executive Office, Chief Place of Business, Locations where Records Concerning Receivables and Inventory are Kept and All Trade Names or Fictitious Names of Each Grantor

Entity Name	Other Names Used	Chief Executive Office, Chief Place of Business and Records Location
EmCare of West Virginia, Inc.	EMSTAT Corporation	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare of Wisconsin, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare OP, L.P.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare Physician Services, Inc.	Spectrum Physician and Allied Health Services, Inc.	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare Services of Illinois, Inc.	Medical Emergency Associates (MESA), Inc.	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EmCare Services of Massachusetts, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
Emergency Specialists of Arkansas, Inc. II	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EMTAC Business Trust	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
EMTAC, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
First Medical / EmCare, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County

# SCHEDULE 2

Locations of Chief Executive Office, Chief Place of Business, Locations where Records Concerning Receivables and Inventory are Kept and All Trade Names or Fictitious Names of Each Grantor

Entity Name	Other Names Used	Chief Executive Office, Chief Place of Business and Records Location
Five Counties Ambulance Service, Inc.	None	2821 South Parker Road Aurora, CO 80014 Arapahoe County
Fountain Ambulance Service, Inc.	None	2821 South Parker Road Aurora, CO 80014 Arapahoe County
Gieger Transfer Service, Inc.	None	2821 South Parker Road Aurora, CO 80014 Arapahoe County
Golden Gate Associates	None	2821 South Parker Road Aurora, CO 80014 Arapahoe County
Grand New Start Co., Inc.	JCB Co., Inc.	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
Hank's Acquisition Corp.	None	2821 South Parker Road Aurora, CO 80014 Arapahoe County
Healthcare Administrative Services, Inc.	Spectrum Healthcare Administrative Services, Inc.; Healthcare Services of Delaware, Inc.	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
Helix Physicians Management, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
JCB MSO Sub, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County

# SCHEDULE 2

Locations of Chief Executive Office, Chief Place of Business, Locations where Records Concerning Receivables and Inventory are Kept and All Trade Names or Fictitious Names of Each Grantor

Entity Name	Other Names Used	Chief Executive Office, Chief Place of Business and Records Location
Kutz Ambulance Service, Inc.	None	2821 South Parker Road Aurora, CO 80014 Arapahoe County
Laidlaw Medical Transportation, Inc.	Assumed Names: Baystar Medical Services, Inc.; CalSierra; Pruner Health Services; Stockton; Superior Ambulance, Inc.; The 4th Party, Inc.; Medi- Van; Mercy Ambulance of Fort Wayne; American Medical Response; MedTrans of Montana; MedTrans of Texas; Efficient Medical Transport; Central Ambulance; Crossroads Ambulance Service; American Medical Response, Inc.; Shepard Ambulance; Shepard Ambulance, Inc.; Shepard Paramedics, Inc.; Spokane Ambulance; Yakima Medic 1	2821 South Parker Road Aurora, CO 80014 Arapahoe County
Laidlaw Transit Holdings, Inc.	Former Name: (5/90-11/97) Susquehanna Industrial Park, Inc.	55 Shuman Boulevard, Suite 400 Naperville, IL 60563 DuPage County
Laidlaw Transit Illinois Holdings, Inc.	None	55 Shuman Boulevard, Suite 400 Naperville, IL 60563 DuPage County



# SCHEDULE 2

Locations of Chief Executive Office, Chief Place of Business, Locations where Records Concerning Receivables and Inventory are Kept and All Trade Names or Fictitious Names of Each Grantor

Entity Name	Other Names Used	Chief Executive Office, Chief Place of Business and Records Location
Laidlaw Transit, Inc.	<p>Assumed Names:  Barnford Motor Coach; Brock Bus Lines; Charterways; Cruisin' Community Transit Connection; Crusin' Kids Carpool; Embree Buses; Exec Express; Grey Goose Bus Lines; Hunt's Bus Company; J. W. Schmitt Transportation; Jay Dee Tomfor Transportation; Laidlaw Education Services; Laidlaw Transit Services; Laidlaw Transit Services, Inc.; Larson Bus Service; Lee Line; Leibensperger School Transportation; M&amp;J Bus Lines; Mark IV; Mark Lines; Mobility Transportation; National School Bus Service; New Bergen Livery; Rochester School Bus Service; SafeSchool Solutions; School Bus Leasing; The Gray Line of Victoria; Travel Time Bus Lines; Vancom Transportation-Connecticut; Vancom Transportation-Indiana; Vancom Transportation-Michigan; Vancom Transportation-Missouri; Vancom Transportation-New York; Vancom Transportation-Ohio; Vancom-Indiana; Victoria Tours; Willett</p>	<p>55 Shuman Boulevard, Suite 400  Naperville, IL 60563  DuPage County</p> <p><b>Locations where Records Concerning Receivables and Inventory are Kept:</b></p> <p>Midwest Regional Office:  1240 E. Diehl Road, Suite 104  Naperville, IL 60563</p> <p>Atlantic/Southeast Regional Office:  997 Lenox Drive Bldg. 3, Suite 105  Lawrenceville, NJ 08648</p> <p>Northeast Regional Office:  150 Grossman Drive, Suite 206  Braintree, MA 02184</p> <p>Western Regional Office  201 North Civic Drive, Suite 150  Walnut Creek, CA 94596</p> <p>Public Transit:  5360 College Boulevard, Suite 200  Overland Park, Kansas 66211</p>

# SCHEDULE 2

Locations of Chief Executive Office, Chief Place of Business, Locations where Records Concerning Receivables and Inventory are Kept and All Trade Names or Fictitious Names of Each Grantor

Entity Name	Other Names Used	Chief Executive Office, Chief Place of Business and Records Location
Laidlaw Transit Management Company, Inc.	Assumed names: (6/94-NC) Raleigh Transportation;	55 Shuman Boulevard, Suite 400 Naperville, IL 60563 DuPage County
Laidlaw Transit Services, Inc.	Assumed Names: D-A-R Transit Systems (pending in IL); Dave Companies (pending in DE); Dave Transportation Services (pending in AZ, LA, MA, NJ, OH, SD, UT, WA); Empex Ventures (pending in San Mateo, Santa Clara and Alameda counties, CA); Industrial Passenger Services (pending in San Mateo, Santa Clara and Alameda counties, CA); Metro Ride (pending in MN); Roesch Lines (pending in San Bernardino county, CA); So Cal Medical Transportation (CA 4/1999-4/2003);	5360 College Boulevard, Suite 200 Overland Park, KS 66211 Johnson County
Laidlaw Transportation Management Inc.	Laidlaw Transit Services (Two), Inc. and Dave Management, Inc. were also merged into Laidlaw Transit Services, Inc. in 8/99.  None	600 Six Flags Drive, Suite 300 Arlington, TX 76011-6329 Tarrant County

# SCHEDULE 2

Locations of Chief Executive Office, Chief Place of Business, Locations where Records Concerning Receivables and Inventory are Kept and All Trade Names or Fictitious Names of Each Grantor

Entity Name	Other Names Used	Chief Executive Office, Chief Place of Business and Records Location
Laidlaw Transportation, Inc.	Merged Entities: Tricil, Inc.; Boss Acquisition Corporation; Laidlaw Transport, Inc.; Grey Goose Holdings, Inc.; Mayflower Group, Inc.	600 Six Flags Drive, Suite 300 Arlington, TX 76011-6329 Tarrant County
LifeFleet SouthEast, Inc.	None	2821 South Parker Road Aurora, CO 80014 Arapahoe County
Medevac Medical Response, Inc.	Former Name: Gold Cross Ambulance, Inc. (3/95) Assumed Name: American Medical Response, Inc.	2821 South Parker Road Aurora, CO 80014 Arapahoe County
Medevac MidAmerica, Inc.	Merged Entity: Medevac Medical Services, Inc. (9/97:KS) (6/99:MO); Fictitious Name: American Medical Response (Missouri)	2821 South Parker Road Aurora, CO 80014 Arapahoe County
Medi-Car Ambulance Service, Inc.	None	2821 South Parker Road Aurora, CO 80014 Arapahoe County
Medic One Ambulance Services, Inc.	None	2821 South Parker Road Aurora, CO 80014 Arapahoe County
Mercy Ambulance of Evansville, Inc.	Assumed Names: AmbuCare; AMR; AMR of Indiana; American Medical Response of Indiana; American Medical Response	2821 South Parker Road Aurora, CO 80014 Arapahoe County

# SCHEDULE 2

Locations of Chief Executive Office, Chief Place of Business, Locations where Records Concerning Receivables and Inventory are Kept and All Trade Names or Fictitious Names of Each Grantor

Entity Name	Other Names Used	Chief Executive Office, Chief Place of Business and Records Location
Mercy, Inc.	Assumed Name: American Medical Response (AMR)	2821 South Parker Road Aurora, CO 80014 Arapahoe County
Metro Ambulance Service (Rural), Inc.	None	2821 South Parker Road Aurora, CO 80014 Arapahoe County
Metro Ambulance Service, Inc.	Trade Name: American Medical Response (AMR)	2821 South Parker Road Aurora, CO 80014 Arapahoe County
Metro Ambulance Services, Inc.	None	2821 South Parker Road Aurora, CO 80014 Arapahoe County
Mobile Medic Ambulance Service, Inc.	None	2821 South Parker Road Aurora, CO 80014 Arapahoe County
Norman Bruce Jetton, Inc.	Coast Emergency Physicians	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
Old STAT, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
Pacific Emergency Specialists Management, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County

# SCHEDULE 2

Locations of Chief Executive Office, Chief Place of Business, Locations where Records Concerning Receivables and Inventory are Kept and All Trade Names or Fictitious Names of Each Grantor

Entity Name	Other Names Used	Chief Executive Office, Chief Place of Business and Records Location
Paramed, Inc.	Assumed Names: Ambucare; American Medical Response; Fleet Ambulance Service; L.C. Taylor Ambulance Service; Med Trans Eastern Division; Medical Express; Mercy Ambulance of Grand Rapids; Metro Ambulance, Inc.; Metro E.M.S., Inc.; Metro Medical Transportation; Taylor Ambulance Service; Taylor Ambulance, Inc.; Taylor U.S.A. Ambulance Service, Inc.; E.M.T.S., Inc.; Mercy Services, Inc.; Metro Emergency Medical Service; Response, Inc.; American Medical Response of Michigan; AMR of Michigan; Pulse Emergency Medical Systems; ABC Courier Services; Fleet Ambulance; Paramed; Paravan; Riverside E.M.S.; Suburban Ambulance Service; Grand Blanc Ambulance Service, Inc.; Grand Blanc Ambulance Service, Inc.; Life Line Ambulance Service, Inc.; Fleet Ambulance Service	2821 South Parker Road Aurora, CO 80014 Arapahoe County

# SCHEDULE 2

Locations of Chief Executive Office, Chief Place of Business, Locations where Records Concerning Receivables and Inventory are Kept and All Trade Names or Fictitious Names of Each Grantor

Entity Name	Other Names Used	Chief Executive Office, Chief Place of Business and Records Location
Physicians & Surgeons Ambulance Service, Inc.	Merged Entity: P&S Ambulance Services, Inc. Assumed Names: American Medical Response; American Medical Response of Ohio; AMR; P&S Ambulance Service, Inc.	2821 South Parker Road Aurora, CO 80014 Arapahoe County
Pinnacle Sub, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
Randle Eastern Ambulance Service, Inc.	None	2821 South Parker Road Aurora, CO 80014 Arapahoe County
Regional Emergency Services, L.P.	None	2821 South Parker Road Aurora, CO 80014 Arapahoe County
Reimbursement Technologies, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
Rockton Bus Company, Inc.	None	55 Shuman Boulevard, Suite 400 Naperville, IL 60563 DuPage County
S.C. Food Services (U.S.A.), Inc.	None	816 South Military Trail, Bldg. #6 Deerfield Beach, FL 33442 Broward County

# SCHEDULE 2

Locations of Chief Executive Office, Chief Place of Business, Locations where Records Concerning Receivables and Inventory are Kept and All Trade Names or Fictitious Names of Each Grantor

Entity Name	Other Names Used	Chief Executive Office, Chief Place of Business and Records Location
Safe Ride Services, Inc.	Assumed Names: Safe Ride Services (1/90-1/95)  Other Merged Entities: Arizona Repair and Conversion Service, Inc.; Personnel Dynamics, Inc.; Safertide Services of New Mexico; Safe Ride Services of New York, Inc.; Safe Ride Services of North Dakota, Inc.; Safe Ride Services of Texas, Inc.	5360 College Boulevard, Suite 200 Overland Park, KS 66211 Johnson County
San Francisco Ambulance Service, Inc.	Merged Entity: Golden Gate Industries, Inc. (11/95)	2821 South Parker Road Aurora, CO 80014 Arapahoe County
SEC/EmCare Emergency Care, Inc.	Spectrum Partnership Services, Inc.; Spectrum Medical Management; American Medical Systems, Inc.; Cucamonga Family Medical Center; Yuma Emergency Services; South Baltimore Emergency Physicians; Physicians Placement Group, Inc.; Synergion; Spectrum Emergency Care, Inc.	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
SEC of Delaware, Inc.	Spectrum Emergency Care of Delaware, Inc.	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
Springs Ambulance Service, Inc.	None	2821 South Parker Road Aurora, CO 80014 Arapahoe County

# SCHEDULE 2

Locations of Chief Executive Office, Chief Place of Business, Locations where Records Concerning Receivables and Inventory are Kept and All Trade Names or Fictitious Names of Each Grantor

Entity Name	Other Names Used	Chief Executive Office, Chief Place of Business and Records Location
STAT Physicians, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
Sunrise Handicap Transport Corp.	None	2821 South Parker Road Aurora, CO 80014 Arapahoe County
TEK, Inc.	Assumed Name: American Medical Response (AMR)	2821 South Parker Road Aurora, CO 80014 Arapahoe County
The Gould Group, Inc.	EmCare of North Texas	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
Tidewater Ambulance Service, Inc.	Merged Entity: Mercy Ambulance of Richmond, Inc. (12/97)	2821 South Parker Road Aurora, CO 80014 Arapahoe County
Tifton Management Services, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County
Tucker Emergency Services, Inc.	None	1717 Main Street, Suite 5200 Dallas, TX 75201 Dallas County





SCHEDULE 3

Trademarks

<b>Trademark <u>Owner</u></b>	<b>Registered <u>Trademark</u></b>	<b>Reg. <u>Number</u></b>	<b>Property <u>Covered</u></b>	<b>Date <u>Registered</u></b>	<b>Docket <u>Number</u></b>	<b>Country of <u>Registration</u></b>
Laidlaw Medical Transportation, Inc.	MedTrans	1916853	Ambulance services and transportation services for the health care industry.	9/5/95	51223.T002	United States
Laidlaw Medical Transportation, Inc.	MedTrans	1915480	Ambulance services and transportation services for the health care industry.	8/29/95	51223.T002	United States



SCHEDULE 4

Patents

None.



SCHEDULE 5

Copyrights

None.



# SCHEDULE 6

## Pledged Collateral

Description of Pledged Collateral:

<u>Holder of Stock</u>	<u>Issuer of Stock</u>	<u>Class of Stock</u>	<u>Certificate Numbers</u>	<u>Number of Shares</u>
911 Emergency Services, Inc.	Metropolitan Ambulance Service	Common	29	502
American Medical Response of Colorado, Inc.	International Life Support, Inc.	Common	11	13,217
American Medical Response of Georgia, Inc.	Troup County Emergency Medical Services, Inc.	Common	4	43
American Medical Response of Inland Empire	Desert Valley Medical Transport, Inc.	Common	3	10
American Medical Response, Inc.	911 Emergency Services, Inc.	Common	93	100
American Medical Response, Inc.	Ambulance Acquisition, Inc.	Common	2	100
American Medical Response, Inc.	American Medical Response Northwest, Inc.	Common	9	100
American Medical Response, Inc.	American Medical Pathways, Inc.	Common	R-1	100
American Medical Response, Inc.	American Medical Response Holdings, Inc.	Common	2	100
American Medical Response, Inc.	American Medical Response Management, Inc.	Common	1	100



# SCHEDULE 6

## Pledged Collateral

<u>Holder of Stock</u>	<u>Issuer of Stock</u>	<u>Class of Stock</u>	<u>Certificate Numbers</u>	<u>Number of Shares</u>
American Medical Response, Inc.	American Medical Response Mid-Atlantic, Inc.	Common	4	100
American Medical Response, Inc.	American Medical Response of Colorado, Inc.	Common	2	100
American Medical Response, Inc.	American Medical Response of Connecticut, Incorporated	Common	3	10,000
American Medical Response, Inc.	American Medical Response of Georgia, Inc.	Common	1	100
American Medical Response, Inc.	American Medical Response of Illinois, Inc.	Common	2	100
American Medical Response, Inc.	American Medical Response of Inland Empire	Common	18	100
American Medical Response, Inc.	American Medical Response of Massachusetts, Inc.	Common	23	100
American Medical Response, Inc.	American Medical Response of North Carolina, Inc.	Common	2	100
American Medical Response, Inc.	American Medical Response of Oklahoma, Inc.	Common	1	100

# SCHEDULE 6

## Pledged Collateral

<u>Holder of Stock</u>	<u>Issuer of Stock</u>	<u>Class of Stock</u>	<u>Certificate Numbers</u>	<u>Number of Shares</u>
American Medical Response, Inc.	American Medical Response of South Carolina, Inc.	Common	2	100
American Medical Response, Inc.	American Medical Response of Tennessee, Inc.	Common	2	100
American Medical Response, Inc.	American Medical Response of Texas, Inc.	Common	1	100
American Medical Response, Inc.	American Medical Response West	Common	3	10,000
American Medical Response, Inc.	Atlantic Ambulance Services Acquisition, Inc.	Common	R-2	100
American Medical Response, Inc.	Atlantic/Key West Ambulance, Inc.	Common	R-2	100
American Medical Response, Inc.	Atlantic/Palm Beach Ambulance, Inc.	Common	R-2	100
American Medical Response, Inc.	Broward Ambulance, Inc.	Common	R-2	100
American Medical Response, Inc.	Florida Emergency Partners, Inc.	Common	8	300
American Medical Response, Inc.	Golden Gate Associates	Common	8	100
American Medical Response, Inc.	Hank's Acquisition Corp.	Common	3	100
American Medical Response, Inc.	Kutz Ambulance Service, Inc.	Common	3	118

# SCHEDULE 6

## Pledged Collateral

<u>Holder of Stock</u>	<u>Issuer of Stock</u>	<u>Class of Stock</u>	<u>Certificate Numbers</u>	<u>Number of Shares</u>
American Medical Response, Inc.	Laidlaw Medical Transportation, Inc.	Common	2	100
American Medical Response, Inc.	LifeFleet Southeast, Inc.	Common	R-6	5,000
American Medical Response, Inc.	Medevac Medical Response, Inc.	Common	11	100
American Medical Response, Inc.	Medic One Ambulance Services, Inc.	Common	1	500
American Medical Response, Inc.	Medi-Car Systems, Inc.	Common	6	100
American Medical Response, Inc.	Metro Ambulance Service (Rural), Inc.	Common	2	500
American Medical Response, Inc.	Metro Ambulance Service, Inc.	Common	3	500
American Medical Response, Inc.	Metro Ambulance Services, Inc.	Common	8	250
American Medical Response, Inc.	Midwest Ambulance Management Company	Common	1	100
American Medical Response, Inc.	Mobile Medic Ambulance Service, Inc.	Common	2	100
American Medical Response, Inc.	Paramed, Inc.	Common	43	100
American Medical Response, Inc.	Physicians and Surgeons Ambulance Service, Inc.	Common	14	100
American Medical Response, Inc.	Randle Eastern Ambulance Service, Inc.	Common	25	100

# SCHEDULE 6

## Pledged Collateral

Holder of Stock	Issuer of Stock	Class of Stock	Certificate Numbers	Number of Shares
American Medical Response, Inc.	San Francisco Ambulance Service, Inc.	Common	2	100
American Medical Response, Inc.	Seminole County Ambulance, Inc.	Common	R-2	100
American Medical Response, Inc.	Springs Ambulance Service, Inc.	Common	R-1	110
EmCare Holdings Inc.	EmCare, Inc.	Common	002	1,000
EmCare of California, Inc.	American Emergency Physicians Management, Inc.	Common	16	10,520
EmCare of California, Inc.	Grand New Start Co., Inc.	Common	3	1,000
EmCare of California, Inc.	Helix Physicians Management, Inc.	Common	5	10,000
EmCare of California, Inc.	Norman Bruce Jetton, Inc.	Common	3	1,000
EmCare of California, Inc.	Pacific Emergency Specialists Management, Inc.	Common	10	600
EmCare of Georgia, Inc.	Pinnacle Sub, Inc.	Common	2	10,000
EmCare of Hawaii, Inc.	Charles T. Mitchell, Inc.	Common	3	1,000
EmCare, Inc.	CHS Primary Care, Inc.	Common	3	1,000
EmCare, Inc.	Coordinated Health Services, Inc.	Common	6	100
EmCare, Inc.	ECEP, Inc.	Common	1	1,000

SCHEDULE 6

Pledged Collateral

Holder of Stock	Issuer of Stock	Class of Stock	Certificate Numbers	Number of Shares
EmCare, Inc.	EmCare Anesthesia Services, Inc.	Common	3	1,000
EmCare, Inc.	EmCare Contract of Arkansas, Inc.	Common	001	1,000
EmCare, Inc.	EmCare of Alabama, Inc.	Common	001	1,000
EmCare, Inc.	EmCare of Arizona, Inc.	Common	001	1,000
EmCare, Inc.	EmCare of California, Inc.	Common	42	1,000
EmCare, Inc.	EmCare of Colorado, Inc.	Common	001	1,000
EmCare, Inc.	EmCare of Florida, Inc.	Common	007	1,000
EmCare, Inc.	EmCare of Georgia, Inc.	Common	001	1,000
EmCare, Inc.	EmCare of Hawaii, Inc.	Common	3	1,050
EmCare, Inc.	EmCare of Indiana, Inc.	Common	001	1,000
EmCare, Inc.	EmCare of Iowa, Inc.	Common	001	1,000
EmCare, Inc.	EmCare of Kentucky, Inc.	Common	001	1,000
EmCare, Inc.	EmCare of Louisiana, Inc.	Common	001	1,000
EmCare, Inc.	EmCare of Michigan, Inc.	Common	001	1,000
EmCare, Inc.	EmCare of Minnesota, Inc.	Common	001	1,000

# SCHEDULE 6

## Pledged Collateral

Holder of Stock	Issuer of Stock	Class of Stock	Certificate Numbers	Number of Shares
EmCare, Inc.	EmCare of Mississippi, Inc.	Common	001	1,000
EmCare, Inc.	EmCare of Missouri, Inc.	Common	001	1,000
EmCare, Inc.	EmCare of Nevada, Inc.	Common	001	1,000
EmCare, Inc.	EmCare of New Hampshire, Inc.	Common	001	1,000
EmCare, Inc.	EmCare of New Jersey, Inc.	Common	2	1,000
EmCare, Inc.	EmCare of New Mexico, Inc.	Common	001	1,000
EmCare, Inc.	EmCare of New York, Inc.	Common	001	1,000
EmCare, Inc.	EmCare of North Carolina, Inc.	Common	001	1,000
EmCare, Inc.	EmCare of North Dakota, Inc.	Common	001	1,000
EmCare, Inc.	EmCare of Ohio, Inc.	Common	001	1,000
EmCare, Inc.	EmCare of Oklahoma, Inc.	Common	002	1,000
EmCare, Inc.	EmCare of Oregon, Inc.	Common	001	1,000
EmCare, Inc.	EmCare of Pennsylvania, Inc.	Common	001	1,000
EmCare, Inc.	EmCare of Rhode Island, Inc.	Common	001	1,000

## SCHEDULE 6

Pledged Collateral

<u>Holder of Stock</u>	<u>Issuer of Stock</u>	<u>Class of Stock</u>	<u>Certificate Numbers</u>	<u>Number of Shares</u>
EmCare, Inc.	EmCare of South Carolina, Inc.	Common	001	1,000
EmCare, Inc.	EmCare of Tennessee, Inc.	Common	1	1,000
EmCare, Inc.	EmCare of Texas, Inc.	Common	1	1,000
EmCare, Inc.	EmCare of Vermont, Inc.	Common	001	1,000
EmCare, Inc.	EmCare of Virginia, Inc.	Common	001	1,000
EmCare, Inc.	EmCare of Washington, Inc.	Common	001	1,000
EmCare, Inc.	EmCare of West Virginia, Inc.	Common	003	750
EmCare, Inc.	EmCare of Wisconsin, Inc.	Common	001	1,000
EmCare, Inc.	EmCare Physician Services, Inc.	Common	7	1,000
EmCare, Inc.	EmCare Services of Illinois, Inc.	Common	110	3,000
EmCare, Inc.	EmCare Services of Illinois, Inc.	Preferred A	19	1,650
EmCare, Inc.	EmCare Services of Massachusetts, Inc.	Common	001	1,000
EmCare, Inc.	EM-CODE Reimbursement Solutions, Inc.	Common	001	1,000

# SCHEDULE 6

## Pledged Collateral

Holder of Stock	Issuer of Stock	Class of Stock	Certificate Numbers	Number of Shares
EmCare, Inc.	Emergency Specialists of Arkansas, Inc. II	Common	002	1,000
EmCare, Inc.	EMTAC, Inc.	Common	003	1,000
EmCare, Inc.	First Medical / EmCare, Inc.	Common	3	1,500
EmCare, Inc.	Healthcare Administrative Services, Inc.	Common	3	1,000
EmCare, Inc.	Old STAT, Inc.	Common	22	1,000
EmCare, Inc.	Reimbursement Technologies, Inc.	Common	5	150
EmCare, Inc.	SEC of Delaware, Inc.	Common	6	1,000
EmCare, Inc.	SEC/EmCare Emergency Care, Inc.	Common	15	1,002
EmCare, Inc.	STAT Physicians, Inc.	Common	2	1,000,000
EmCare, Inc.	The Gould Group, Inc.	Common	007	1,000
EmCare, Inc.	Tifton Management Services, Inc.	Common	003	1,000
EmCare, Inc.	Tucker Emergency Services, Inc.	Common	3	500
EMTAC, Inc.	EMTAC Business Trust	Common	2	1,000
Grand New Start Co., Inc.	JCB MSO Sub, Inc.	Common	2	1,000
Hank's Acquisition Corp.	Fountain Ambulance Service, Inc.	Common	4	1,000



# SCHEDULE 6

## Pledged Collateral

<u>Holder of Stock</u>	<u>Issuer of Stock</u>	<u>Class of Stock</u>	<u>Certificate Numbers</u>	<u>Number of Shares</u>
Hank's Acquisition Corp.	MedLife Emergency Medical Service, Inc.	Common	3	1,000
Laidlaw Medical Transportation, Inc.	American Medical Response of Southern California	Common	40	486
Laidlaw Medical Transportation, Inc.	Gieger Transfer Service, Inc.	Common	3	1,000
Laidlaw Medical Transportation, Inc.	Hemet Valley Ambulance Service, Inc.	Common	5	20
Laidlaw Medical Transportation, Inc.	LifeCare Ambulance Service, Inc.	Common	4	1,000
Laidlaw Medical Transportation, Inc.	Medic One of Cobb, Inc.	Common	3	1,000
Laidlaw Medical Transportation, Inc.	Mercy Life Care	Common	3	9,500
Laidlaw Medical Transportation, Inc.	Mercy, Inc.	Common	12	150
Laidlaw Medical Transportation, Inc.	Puckett Ambulance Service, Inc.	Common	2	500
Laidlaw Medical Transportation, Inc.	TEK, Inc.	Common	2	1,000
Laidlaw Transit Holdings, Inc.	Laidlaw Transit Services, Inc.	Common	2, 3, 4, 5	100, 1, 1, 1
Laidlaw Transit Services, Inc.	Safe Ride Services, Inc.	Common	12	205
Laidlaw Transit Services, Inc.	SuTran, Inc.	Common	2	1,000

# SCHEDULE 6

## Pledged Collateral

Holder of Stock	Issuer of Stock	Class of Stock	Certificate Numbers	Number of Shares
Laidlaw Transit Services, Inc.	VanTran of Tucson, Inc.	Common	3	1,000
Laidlaw Transit, Inc.	A.B.C. Bus Co., Inc.	Common	7	100
Laidlaw Transit, Inc.	Allied Bus Sales, Inc.	Common	Replacement 2	10
Laidlaw Transit, Inc.	American Medical Response, Inc.	Common	R 14	100
Laidlaw Transit, Inc.	Chatham Coach Lines, Inc.	Common	3	100
Laidlaw Transit, Inc.	Laidlaw Medical Transportation, Inc.	Common	1	100
Laidlaw Transit, Inc.	Laidlaw Transit Holdings, Inc.	Common	5, 6, 7, 8	1, 1, 1, 10
Laidlaw Transit, Inc.	Laidlaw Transit Illinois Holdings, Inc.	Common	3	101
Laidlaw Transit, Inc.	Laidlaw Transit Management Company, Inc.	Common	Replacement 4	1,000
Laidlaw Transit, Inc.	Rockton Bus Company, Inc.	Common	Voting Trust	8,275
Laidlaw Transit, Inc.	S.C. Food Services (U.S.A.), Inc.	Common	C-1	1
Laidlaw Transit, Inc.	S.C. Food Services (U.S.A.), Inc.	Preferred	P-1	14
Laidlaw Transit, Inc.	Trailblazer Leasing, Inc.	Common	2	1,000
Laidlaw Transit, Inc.	Willett Motor Coach Co.	Common	Replacement 2	2,500

# SCHEDULE 6

## Pledged Collateral

<u>Holder of Stock</u>	<u>Issuer of Stock</u>	<u>Class of Stock</u>	<u>Certificate Numbers</u>	<u>Number of Shares</u>
Laidlaw Transportation, Inc.	EmCare Holdings Inc.	Common	1, 2, 003	1,000, 10, 20
Laidlaw Transportation, Inc.	Greyhound Lines, Inc.	Common	1	58,743,069
Laidlaw Transportation, Inc.	Laidlaw Transit. Inc.	Common	11, 12	210, 1
Mercy, Inc.	American Investment Enterprises, Inc.	Common	5	100
Paramed, Inc.	Mercy Ambulance of Evansville, Inc.	Common	6	810
Paramed, Inc.	Tidewater Ambulance Service, Inc.	Common	R-10	100
Regional Emergency Services, L.P.	AI Leasing, Inc.	Common	3, 4	20, 6
Regional Emergency Services, L.P.	Rescue Care, Inc.	Common	1	100



## **Schedule 6.1**

### **Restricted Capital Stock**

1. Rockton Bus Company, Inc.
2. 918897 Ontario, Inc.



## SCHEDULE 7

### Pledged Notes

Affiliated Demand Loan Agreements among the following parties:

911 Emergency Services, Inc.

A.B.C. Bus Co., Inc.

Adam Transportation Service, Inc.

Allied Bus Sales, Inc.

American Emergency Physicians Management, Inc.

American Investment Enterprises, Inc.

American Medical Pathways, Inc.

American Medical Response Delaware Valley L.L.C.

American Medical Response Holdings, Inc.

American Medical Response Management, Inc.

American Medical Response Mid-Atlantic, Inc.

American Medical Response Northwest, Inc.

American Medical Response of Colorado, Inc.

American Medical Response of Connecticut, Incorporated

American Medical Response of Georgia, Inc.

American Medical Response of Illinois, Inc.

American Medical Response of Inland Empire

American Medical Response of Massachusetts, Inc.

American Medical Response of New York, Inc.

American Medical Response of North Carolina, Inc.

American Medical Response of Oklahoma, Inc.

American Medical Response of South Carolina, Inc.

American Medical Response of Southern California  
American Medical Response of Tennessee, Inc.  
American Medical Response of Texas, Inc.  
American Medical Response West  
American Medical Response, Inc.  
Associated Ambulance Service Inc.  
Atlantic Ambulance Services Acquisition, Inc.  
Atlantic/Key West Ambulance, Inc.  
Atlantic/Palm Beach Ambulance, Inc.  
Broward Ambulance, Inc.  
Charles T. Mitchell, Inc.  
Chatham Coach Lines, Inc.  
Chesapeake Emergency Medicine Associates, Inc.  
CHS Primary Care, Inc.  
Coordinated Health Services, Inc.  
Desert Valley Medical Transport, Inc.  
ECEP, Inc.  
EmCare Anesthesia Services, Inc.  
EmCare Contract of Arkansas, Inc.  
EmCare Holdings Inc.  
EmCare of Alabama, Inc.  
EmCare of Arizona, Inc.  
EmCare of California, Inc.  
EmCare of Colorado, Inc.  
EmCare of Florida, Inc.  
EmCare of Georgia, Inc.  
EmCare of Hawaii, Inc.



EmCare of Indiana, Inc.  
EmCare of Iowa, Inc.  
EmCare of Kentucky, Inc.  
EmCare of Louisiana, Inc.  
EmCare of Maryland, LLC  
EmCare of Michigan, Inc.  
EmCare of Minnesota, Inc.  
EmCare of Mississippi, Inc.  
EmCare of Missouri, Inc.  
EmCare of Nevada, Inc.  
EmCare of New Hampshire, Inc.  
EmCare of New Jersey, Inc.  
EmCare of New Mexico, Inc.  
EmCare of New York, Inc.  
EmCare of North Carolina, Inc.  
EmCare of North Dakota, Inc.  
EmCare of Ohio, Inc.  
EmCare of Oklahoma, Inc.  
EmCare of Oregon, Inc.  
EmCare of Pennsylvania, Inc.  
EmCare of Rhode Island, Inc.  
EmCare of South Carolina, Inc.  
EmCare of Tennessee, Inc.  
EmCare of Texas, Inc.  
EmCare of Vermont, Inc.  
EmCare of Virginia, Inc.  
EmCare of Washington, Inc.

EmCare of West Virginia, Inc.  
EmCare of Wisconsin, Inc.  
EmCare OP, L.P.  
EmCare Physician Services, Inc.  
EmCare Services of Illinois, Inc.  
EmCare Services of Massachusetts, Inc.  
EmCare, Inc.  
EM-CODE Reimbursement Solutions, Inc.  
Emergency Specialists of Arkansas, Inc. II  
EMTAC Business Trust  
EMTAC, Inc.  
First Medical/EmCare, Inc.  
Five Counties Ambulance Service, Inc.  
Florida Emergency Partners, Inc.  
Fountain Ambulance Service, Inc.  
Gieger Transfer Service, Inc.  
Golden Gate Associates  
Grand New Start Co., Inc.  
Hank's Acquisition Corp.  
Healthcare Administrative Services, Inc.  
Helix Physicians Management, Inc.  
Hemet Valley Ambulance Service, Inc.  
International Life Support, Inc.  
JCB MSO Sub, Inc.  
Kutz Ambulance Service, Inc.  
Laidlaw Medical Transportation, Inc.  
Laidlaw Transit Holdings, Inc.

Laidlaw Transit Illinois Holdings, Inc.  
Laidlaw Transit Management Company, Inc.  
Laidlaw Transit Services, Inc.  
Laidlaw Transit, Inc.  
Laidlaw Transportation Management, Inc.  
Laidlaw Transportation, Inc.  
Lifecare Ambulance Service, Inc.  
LifeFleet Southeast, Inc.  
Medevac Medical Response, Inc.  
Medevac MidAmerica, Inc.  
Medic One Ambulance Service, Inc.  
Medic One of Cobb, Inc.  
Medi-Car Ambulance Service, Inc.  
Medi-Car Systems, Inc.  
MedLife Emergency Medical Services, Inc.  
Mercy Ambulance of Evansville, Inc.  
Mercy Life Care  
Mercy, Inc.  
Metro Ambulance Service (Rural), Inc.  
Metro Ambulance Service, Inc.  
Metro Ambulance Services, Inc.  
Metropolitan Ambulance Service, Inc.  
Midwest Ambulance Management Co.  
Mobile Medic Ambulance Service, Inc.  
Norman Bruce Jetton, Inc.  
Old Stat, Inc.  
Pacific Emergency Specialists Management, Inc.

Paramed, Inc.  
Park Ambulance Service, Inc.  
Physicians & Surgeons Ambulance Service, Inc.  
Pinnacle Sub, Inc.  
ProvidaCare, LLC  
Puckett Ambulance Services, Inc.  
Randle Eastern Ambulance Service, Inc.  
Regional Emergency Services LP  
Reimbursement Technologies, Inc.  
Rockton Bus Company, Inc.  
S.C. Food Services (U.S.A.) Inc.  
Safe Ride Services, Inc.  
San Francisco Ambulance Service, Inc.  
SEC of Delaware, Inc.  
SEC/EmCare Emergency Care, Inc.  
Seminole County Ambulance, Inc.  
Settle Service, Inc.  
Springs Ambulance Service, Inc.  
Stat Physicians, Inc.  
Su Tran, Inc.  
Sunrise Handicap Transport Corp.  
TEK, Inc.  
The Gould Group, Inc.  
Tidewater Ambulance Service, Inc.  
Tifton Management Services, Inc.  
Trailblazer Leasing, Inc.  
Troup County Emergency Medical Services, Inc.

Tucker Emergency Services, Inc.

Van Tran of Tuscon, Inc.

Willett Motor Coach Co.

Affiliated Demand Loan Agreement by and among Laidlaw Inc. and its affiliates

Affiliated Demand Loan Agreement by and among Laidlaw Transit, Inc. and its affiliates



## SCHEDULE 8

### Filings and Other Actions Required to Perfect Security Interests

#### Uniform Commercial Code Filings

Filing of those financings statements more particularly described in legal opinions of Jones Day and local counsel opinions.

#### Actions with Respect to Pledged Stock

Possession





**SCHEDULE 9**

**VEHICLES**

**COPIES AVAILABLE UPON REQUEST FROM THE  
COLLATERAL AGENT**



**SCHEDULE 9.1**

**SPECIFIED VEHICLES**

**COPIES AVAILABLE UPON REQUEST FROM THE  
COLLATERAL AGENT**



**SCHEDULE 9.2**

**PENDING CERTIFICATES OF TITLE FOR SPECIFIED VEHICLES**

**COPIES AVAILABLE UPON REQUEST FROM THE  
COLLATERAL AGENT**



# SCHEDULE 10

## Transportation Facilities

Entity Name	Address	City	State	Zip
<b>American Medical Response</b>				
Hank's Acquisition Corp.	124 West Park Drive	Birmingham	AL	35211
Metro Ambulance Services, Inc.	1305 Chastain Road Building 100, Suite 400	Kennesaw	GA	30144
LifeFleet Southeast, Inc.				
Broward Ambulance, Inc.	5551 NW 9 Avenue	Miami	FL	33126
Atlantic Ambulance Services Acquisition, Inc.				
Atlantic/Key West Ambulance, Inc.				
Laidlaw Medical Transportation, Inc.	1616 Rollins Road 229 South Second Avenue 915 West Sharp Street 13075 Gateway Drive, Suite 100 536 West Deschutes 8808 Balboa Avenue 17918 Crusader 600 Iowa Street 7925 Center Avenue 1090 Lawrence Drive 1890 S. Betmore Lane 1312 S. Loop West 421 D Avenida De Mesilla 11911 Radium Drive	Burlingame Yakima Spokane Seattle Kennewick San Diego Cerritos Redlands Rancho Cucamonga Ventura Anaheim Houston Las Cruces San Antonio	CA WA WA WA WA CA CA CA CA CA CA TX TX NM TX	94010 98902 99201 98168 99336 92123 90703 92373 91730 92805 77054 78216
Associated Ambulance Services, Inc.	78 Ingraham St.	Brooklyn	NY	11237
Five Counties Ambulance Service, Inc.	1160 Lincoln Avenue	Bohemia	NY	11716
Mercy Ambulance of Evansville, Inc.	807 E. Franklin Street	Evansville	IN	47711
Medevac Mid-America, Inc.	300 S. Main	Independence	MO	64050
American Medical Response of Texas, Inc.	19090 E. 38-1/2 St.	Austin	TX	78722
American Medical Response Management, Inc.				

Entity Name	Address	City	State	Zip
Mobile Medic Ambulance Service, Inc.	360 West Woodrow Wilson 12020 Intraplex Parkway	Jackson Gulfport	MS MS	39213 39507
Metro Ambulance Service, Inc.				
Metro Ambulance Service (Rural), Inc.	3508 Tulane Avenue	New Orleans	LA	70119
Medic One Ambulance Services, Inc.	906 Wood Street			
Randle Eastern Ambulance Service, Inc.	1480 NW 79 Avenue	Miami	FL	33126
Physicians & Surgeons Ambulance Service, Inc.	1265 Triplett Boulevard	Akron	OH	44306
American Medical Response of Connecticut, Inc.	58 Middletown Avenue	New Haven	CT	06513
	155 Fourth Street	Bridgeport	CT	06607
	117 East Aurora Street	Waterbury	CT	06704
	130 Shield Street	West Hartford	CT	06110
<b>Education Services</b>				
	1048 Whitney Road	Anchorage	AK	99501
	3150 Cottle Loop Road	WASILLA	AK	99687
	36230 Gibson Avenue	Soldotna	AK	99669
	384 Trainor Gate Blvd	Fairbanks	AK	99707
	P.O. Box 233	Healy	AK	99743
	153 Eichner Way	Ketchikan	AK	99901
	2014 Millbay	Kodiak	AK	99615
	276 Dana Street	Wasilla	AK	99687
	PO BOX 15	Glennallen	AK	99588
	3267 "E" Street	Homer	AK	99603
	2014 Millbay	Kodiak	AK	99615
	4120 Jake Road	Huntsville	AL	35802
	1030 Terrace Street	Florence	AL	35630
	1302 37th St E	Tuscaloosa	AL	35405
	4120 Jake Road	Huntsville	AL	35802
	1301 Fredshuttleworth Dr	Birmingham	AL	35234
	5400 Murray Street	Little Rock	AR	72209
	350 West Sahuaria	Sahuaria	AZ	85629
	11405 N. Dysart Road	El Mirage	AZ	85335
	202 South Meadows Street	Payson	AZ	85547



Entity Name	Address	City	State	Zip
	1940 Main and Commercial	Mohave Valley	AZ	86440
	515 W Beale Street	Kingman	AZ	86401
	570 Possee Grounds	Sedona	AZ	86340
	690 West School Bus Lane	Snowflake	AZ	85937
	1802 N 27th Avenue	Phoenix	AZ	85009
	HWY 60 And Ragus Road	Claypool	AZ	85532
	Willow & Olive	Mohave Valley	AZ	86440
	2805 South East Avenue	Fresno	CA	93725
	1121 "N" Street	Newman	CA	95360
	436 Parr Boulevard	Richmond	CA	94801
	2270 Jerrold Avenue	San Francisco	CA	94124
	959 Sebastopol Road	Santa Rosa	CA	95401
	1305 Hassett Avenue	Yuba City	CA	95991
	2005 Navy Drive	Stockton	CA	95206
	1771 Junction Avenue	San Jose	CA	95112
	931 Remillard Court	San Jose	CA	95122
	2950-A Feather River Blvd	Oroville	CA	95965
	820 East 111th. Street	Los Angeles	CA	90059
	4029 North Las Virgenes R	Calabasas	CA	91302
	59267 Sunnyslope	Yucca Valley	CA	92284
	P. O. Box 519	29 Palms	CA	92277
	5006 Calle San Raphael	Palm Springs	CA	92264
	1989 Massachusetts Ave	Riverside	CA	92507
	844 East 9th Steet	San Bernardino	CA	92402
	4902 Market St	San Diego	CA	92102
	2727 East Del Amo Blvd	Rancho Domingue	CA	90221
	2557 Cortez St	Oxnard	CA	93031
	300 Buena Vista	Corona	CA	91720
	1455 West 9th Street	Upland	CA	91786
	Undefined	Los Angeles	CA	99999
	300 Metz	Perris	CA	92570
	4702 South Eastern Ave	Commerce	CA	90044

Entity Name	Address	City	State	Zip
	5950 South St	Los Angeles	CA	90047
	6950 Tujunga Avenue	North Hollywood	CA	91605
	11107 Santa Fe	Hesperia	CA	92345
		Los Angeles	CA	
	1860 Chicago Avenue	Riverside	CA	92507
	1600 North Lincoln	Pasadena	CA	91103
	3401 W Castor St	Santa Ana	CA	92704
	14800 South Avalon Blvd	Gardena	CA	90248
	850 East 111 th Place	Los Angeles	CA	90059
	975 Industrial St	Azusa	CA	91702
	25631 Diseno Drive	Mission Viejo	CA	92691
	5101 East La Palma Ave	Anaheim	CA	92807
	8039 Canoga Ave	Canoga Park	CA	91304
		San Jacinto	CA	XXXXXX
	10365 Keller Avenue	Riverside	CA	92505
	12989 Victoria St	Etiwanda	CA	91739
	1929 East 64th Street	Los Angeles	CA	90001
	3031 Franklin Avenue	Riverside	CA	92507
	320 W Mountain View Ave	Barstow	CA	92311
	1929 East 64th	Los Angeles	CA	90001
	35320 Yermo Road	Yermo	CA	92398
	14800 South Avalon Blvd.	Gardena	CA	90248
	201 North Civic Drive	Walnut Creek	CA	94596
	1390 Willow Pass Road	Concord	CA	94520
	333 City Boulevard West	Orange	CA	92668
	6851 Lenno Avenue	Van Nuys	CA	91405
	1340 Treat Blvd.	Walnut Creek	CA	94596
	333 City Boulevard West	Los Angeles	CA	92668
	1650 38th Street	Boulder	CO	80301
	1002 South Colorado	Montrose	CO	81402
	877 Research	Woodland Park	CO	80863
	320 North 24th Court	Grand Junction	CO	81501

Entity Name	Address	City	State	Zip
	1650 38th Street	Boulder	CO	80301
	1650 38th Street	Boulder	CO	80301
	Route 69	Wolcott	CT	06716
	60 Ffyller Place	Suffield	CT	06078
	51 Tolland Green	Tolland	CT	06084
	103 Riverton Road	Winsted	CT	06098
	80 Tower Avenue	Groton	CT	06340
	2909 Main Street	Hartford	CT	06120
	315 Old Hartford Road	Colchester	CT	06415
	2909 Main Street	Hartford	CT	06120
	605 New England Road	Guilford	CT	06437
	64 Field Road	Somers	CT	06071
	27 Henry Street	Bethel	CT	06801
	Plumb Hill Road	Litchfield	CT	06759
	24 Gillotti Road	New Fairfield	CT	06812
	40 Farnum Road	Lakeville	CT	06039
	7 Dodd Road	New Milford	CT	06776
	516 Oxford Road	Oxford	CT	06478
	Grammar Avenue	Prospect	CT	06712
	591 North Main Street	Seymour	CT	06483
	Riverdale Avenue	Shelton	CT	922-1
	815 North Main Street	Thomaston	CT	06787
	2015 East Main Street	Torrington	CT	06790
	82 Bee Brook Road	Washington	CT	06794
	37 Bristol Street	Waterbury	CT	06708
	37 Bristol Street	Waterbury	CT	06708
	8 School Street	Woodbury	CT	06798
	207 New Haven Road	Prospect	CT	06712
	61 South Main Street	Brooklyn	CT	06234
	90 Brookfield Street	South Windsor	CT	06074
	11 Brown House Road	Stamford	CT	06902
	100 Hemingway Street	New Haven	CT	06513

Entity Name	Address	City	State	Zip
	375 Mather St	Hamden	CT	06517
	5 School Road	Weston	CT	06883
	1725 Stafford Rd	Mansfield	CT	06268
	C/O Bloomfield Brd of Ed.	Bloomfield	CT	06002
	77 Bradley Road	Madison	CT	06443
	300 Orland Street	Bridgeport	CT	06605
	Bricktop Road	Windham	CT	06280
	334 Wilson Ave.	Norwalk	CT	06854
	39 West Stafford Road	Stafford Spring	CT	06076
	5 Shelter Road	Danbury	CT	06810
	School Road	Wilton	CT	06897
	122 Selleck Street	Stamford	CT	06902
	444 Somers Road	Ellington	CT	06029
		Stonington	CT	11111
	Old Grays Bridge Road	Brookfield	CT	06804
	447 Purdy Hill Road	Monroe	CT	06468
	59 Rainbow Road	East Granby	CT	06026
	500 Monroe Turnpike	Monroe	CT	06468
	37 Bristol Street	Waterbury	CT	06708
	500 Monroe Tpke.	Monroe	CT	06468
		X	CT	4
	One Rod Highway	Fairfield	CT	06430
	100 Henningway Street	New Haven	CT	06513
	100 K Street NE	Washington	DC	20002
	777 North Capital Street	Washington	DC	20002
	1345 New York Ave. N.E.	Washington	DC	20002
	33 Patterson Street N.E.	Washington	DC	20002
	2251 Southwest 66 Terrace	Davie	FL	33317
	2845 SE Dixie Highway	Stuart	FL	34994
	none	Miami	FL	99999
	5901 West Linebough Ave.	Tampa	FL	33625
	100 West Pineloch Ave.	Orlando	FL	32856

Entity Name	Address	City	State	Zip
	6544 Firehouse Road	Milton	FL	32570
	2980-K Pine Street	Decatur	GA	30030
	1320 C & L Drive	Dalton	GA	30721
	1590 N. Roberts Road	Kennesaw	GA	30144
	10 Interchange Court	Savannah	GA	31401
	2005 East Lincolnway	Ames	IA	50010
	3310 101st Street	Urbandale	IA	50322
	445 5th Street	Waukee	IA	50263
	1430 8th Avenue	Council Bluffs	IA	51501
	2181 Commerce Street	Boise	ID	83705
	559 12th Avenue South	Buhl	ID	83316
	2181 Commerce	Boise	ID	83705
	18-4 East Dundee Road	Barrington	IL	60010
	15763 West Aptakisic Rd.	Prairie View	IL	60069
	1230 Butterfield Road	Vernon Hills	IL	60061
	200 Shepard	Wheeling	IL	60090
	15763 W. Aptakisic Rd.	Prairie View	IL	60069
	425 N. Villa Avenue	Villa Park	IL	60181
	1000 Swanson Drive	Batavia	IL	60510
	1207/1301 S. Greenwood	Maywood	IL	60153
	6110 East Avenue	Hodgkins	IL	60525
	9714 S. Route 59	Naperville	IL	60564
	1825 Pleasant	DeKalb	IL	60115
	22 W. 760 Poss Street	Glen Ellyn	IL	60137
	250 W. 63rd Street	Westmont	IL	60559
	Crete-Monee Road	Crete	IL	60417
	16951 State Street	South Holland	IL	60473
	1336 West New Monee Road	Crete	IL	60417
	Crete-Monee Road	Crete	IL	60417
	4200 Humbert Road	Alton	IL	62002
	17 Commercial Court	Glen Carbon	IL	62034
	1202 Lebanon Road	Collinsville	IL	62234

Entity Name	Address	City	State	Zip
	1335 Franklin Grove Rd	Dixon	IL	61021
	1215 Deer Street	Yorkville	IL	60560
	950 Lyman Street	Galesburg	IL	61401
	5552 Dial Dr	Granite City	IL	62040
	5568 Dial Drive	Granite City	IL	62040
	108 Westview Plaza Drive	Waterloo	IL	62298
	200 North 5th	Marion	IL	62959
	1111 East 9th Street	West Frankford	IL	62896
	149 St. Ellen Street	Ofallon	IL	62269
	806 Cedar Street	Highland	IL	62249
	555 South Dirksen	Springfield	IL	62703
	121 Center Street	Macomb	IL	61455
	812 South Glover	Urbana	IL	61801
	619 U.S. Route 45	Tolono	IL	61880
	911 Smith Drive	Charleston	IL	61920
	115 South Wiles	Macon	IL	62544
	455 Elm Street	Mt Zion	IL	62549
	720 N. Blackhawk Blvd.	Rockton	IL	61072
	16951 State Street	South Holland	IL	60473
	1500 Wright Blvd.	Schaumburg	IL	60193
	3 Sunset Hills Exec. Park	Edwardsville	IL	62025
	425 Villa Avenue	Villa Park	IL	60181
	One Mid America Plaza	Oakbrook Terrac	IL	60181
	3 Sunset Hills Exec. Park	Edwardsville	IL	62025
	4552 West Patterson Ave	Chicago	IL	60641
	4510 - 4542 W. Madison	Madison	IL	11111
	720 N. Blackhawk Blvd.	Rockton	IL	11111
	4401 South Airport Rd	Bartonville	IL	61607
	100 West 91st Street	Chicago	IL	60620
	3710 West Morse Ave	Lincolnwood	IL	60645
	324 Roosevelt Road	Glen Ellyn	IL	60137
	1500 Wright Blvd	Schaumburg	IL	60193

Entity Name	Address	City	State	Zip
	4401 South Airport Road	Bartonville	IL	61607
		Pekin	IL	
	23907 West Farmington Rd	Farmington	IL	61531
	8500 State Street	East St Louis	IL	62203
	1000 North State Street	Westville	IL	61883
	500 South McKinley	Havana	IL	62644
	221 West 9th Street	Gibson City	IL	60936
	200 North 5th Street	Marion	IL	62959
	1 River Place	Lansing	IL	
	38550 N. Lewis Avenue	Beach Park	IL	60099
	26 Newton Street	Glen Ellyn	IL	60137
	1240 East Diehl Road	Naperville	IL	60563
	1240 East Diehl Road	Naperville	IL	60563
	325 W. Rt. 550 South	Boone Grove	IN	46302
	2323 W. 47th Avenue	Gary	IN	46408
	969 N. Dorman Avenue	Indianapolis	IN	46204
	340 W. McCarty	Indianapolis	IN	46225
	8775 Zionsville Road	Zionsville	IN	46268
	1200 Stadium Drive	Indianapolis	IN	46202
	PO Box 107	Indianapolis	IN	46206
	4770 S. Emerson Ave	Indianapolis	IN	45203
	501 East Willow	Girard	KS	66743
	301 Westland Dr	Hutchinson	KS	67501
	1548 "C" East 23rd St	Lawrence	KS	66046
	200 Southeast 21st Street	Topeka	KS	66612
	15435 South 169 Highway	Olathe	KS	66062
	218 East Shawnee	Gardner	KS	66030
	19480 Metcalf	Stillwell	KS	66085
	5360 College Boulevard	Shawnee Mission	KS	66211
	8800 Penner Ave	DeSoto	KS	66018
	RRT 4	Parsons	KS	67357
	1546 E. 23rd. St.	Lawrence	KS	66046

TRADEMARK  
REEL: 002245 FRAME: 0866

Entity Name	Address	City	State	Zip
	1 Allied Bus Sales Avenue	Kansas City	KS	0
	340 St. Charles Street	Houma	LA	70360
	Ward Way	N. Chelmsford	MA	01863
	12 Hoyt Street	Dorchester	MA	02122
	2000 Washington Street	Roxbury	MA	02119
	66R Cambridge Street	Charlestown	MA	02129
	51 Industrial Drive	Readville	MA	02137
	115 Freeport Street	Dorchester	MA	02122
	115 Freeport Street	Boston	MA	
	1975 Middlesex Street	Lowell	MA	01851
	343 Pleasant Lake Avenue	Harwich	MA	02645
	39 Ferndock Street	Hyannis	MA	02601
	42 Harlow Street	Worcester	MA	01605
	1175 Turnpike Street	North Andover	MA	01845
	135 Marion Road	Mattapoisett	MA	02739
	E. Howland Road	Freetown	MA	02717
	799 State Rd	North Dartmouth	MA	02747
	277 Newbury Street	West Peabody	MA	01960
	19 Natalie Way	Plymouth	MA	02360
	2 Kaitlyn Drive	East Freetown	MA	02717
	90-1 Pitkin Street	East Hartford	MA	06108
	203 Airport Road	Fitchburg	MA	01420
	4 Haynes Hill Road	Brimfield	MA	01010
	245 North Liberty Road	Belchertown	MA	01007
	33 Middlesex Street	Tyngsboro	MA	01879
	1175 Turnpike Street	North Andover	MA	01845
	56 Union Street	Methuen	MA	01844
	123 West Main Street	Merrimac	MA	01860
	44 Industrial Blvd.	Turners Falls	MA	01376
	730 Fuller Raod	Chicopee	MA	01020
	151 Rivermoor Street	West Roxbury	MA	02132
	4 Elm Street	Auburn	MA	01501



Entity Name	Address	City	State	Zip
	313 Boston Post Road	Marlborough	MA	01752
	6523 Baltimore Nat. Pike	Baltimore	MD	21228
	20 Schuler Street	Sanford	ME	04073
	Rt 25 Federal Rd	Kezar Falls	ME	04047
	99 Front Ridge Rd	Orland	ME	04472
	12950 Cloverdale	Oak Park	MI	48237
	300 Davis Street	Belleville	MI	48111
	12950 Cloverdale	Oak Park	MI	48237
	2100 East M36	Pinckney	MI	48169
	6590 Middle Lake	Clarkston	MI	48346
	25 Eldredge	Mt. Clemens	MI	48043
	372 South Main Street	Climax	MI	49034
	1456 No. Countyline Road	Blanchard	MI	49310
	432 E. Patterson St.	Kalamazoo	MI	49007
	1328A M-139 Highway	Benton Harbor	MI	49022
	7201 Silver Lake Road	Linden	MI	48451
	11425 Torrey Road	Fenton	MI	48430
	12950 Cloverdale Street	Oak Park	MI	48237
	1111 Bison Blvd.	Buffalo	MN	55313
	714 Bench Street	Red Wing	MN	55066
	714 Bench Street	Red Wing	MN	55066
	11911 Champlin Drive	Champlin	MN	55316
	2021 32nd Avenue NW	Rochester	MN	55901
	650 South Street	Anoka	MN	55303
	9015 Radisson Road NE	Blaine	MN	55449
	604 Old 18, South	Princeton	MN	55371
	3204 Como Avenue SE	Minneapolis	MN	55414
	1306 - 10th Street North	Sauk Rapids	MN	56379
	Highway 160	Nixa	MO	65714
	8125 Groby Road	St. Louis	MO	63130
	3945 Raytown Road	Kansas City	MO	64129
	3601 Manchester Trafficwa	Kansas City	MO	64129

Entity Name	Address	City	State	Zip
	7400 North Broadway	St. Louis	MO	63147
	4638 W. Florissant	St. Louis	MO	63115
	1625 Gratz Brown Road	Moberly	MO	65270
	601 Poplar	Booneville	MO	65233
	4713 St. Joseph Avenue	St Joseph	MO	64505
	113 Evans Ave	Raymore	MO	64083
	113 Evans Ave	Raymore	MO	64083
	2207 North Twyman Road	Independence	MO	64058
	8575 Page Avenue	St Louis	MO	63114
	2043 Woodland Parkway	St. Louis	MO	63146
	131 North & 40 Highway	Odessa	MO	64076
	6207 Northwest Bell Road	Parkville	MO	64152
	3675 Chouteau	St Louis	MO	63110
	2210 South 7th Street	St Louis	MO	63120
	800 Cerre St	St Louis	MO	63102
	544 Clark Ave	Kirkwood	MO	63122
	17146 Manchester Rd	Grover	MO	63040
	940 Biltmore Road	Fenton	MO	63026
	800 North Washington	Union	MO	63084
	323 North Boardman	Pleasant Hill	MO	64080
	5500 East Red Bridge Road	Kansas City	MO	64137
	1832 Schuetz Rd	St. Louis	MO	63146
	12721 W. Waston Road	Florissant	MO	63033
	1832 Derhake Street	St. Louis	MO	63146
	2210 South 7th Street	Gateway	MO	63104
	6810 Prescott	St Louis	MO	63147
	4004 South Pointe Rd	Washington	MO	63090
	900 North Indiana	Kansas City	MO	64120
	3061 Mercantile Ind. Dr.	St Charles	MO	63301
	10900 Hickman Mills Drive	Kansas City	MO	64137
	1330 E Independence Dr	Union	MO	63084
	P O BOX 470	Nixa	MO	65714

TRADEMARK  
REEL: 002245 FRAME: 0869

Entity Name	Address	City	State	Zip
	1704 Gilsinn Drive	Fenton	MO	63026
	700 Pass Road	Gulfport	MS	39501
	1601 County Barn Rd	Yazoo City	MS	39194
	2317 Warren Dr	Plattsmouth	NE	68048
	14001 "L" St	Omaha	NE	68137
	1504 Paul St.	Omaha	NE	68102
	2111 Arapahoe Trail	Beatrice	NE	68310
	1804 Paul	Omaha	NE	68102
	3333 Keystone Drive	Omaha	NE	68134
	Railroad Avenue	Merrimack	NH	03054
	24 Walnut Street	North Hampton	NH	03862
	49 Whitmore Farm Road	Swanzy	NH	03469
	Route 202 North	Peterborough	NH	03458
	Corner of Rtes 109 & 25	Moultonboro	NH	03245
	51 Lowell Road	Salem	NH	03079
	121 Whitehouse Road	Rochester	NH	03867
	33 Chester Road	Derry	NH	03038
	32 Rose Lane	Keene	NH	03431
	635 Watsontown	Berlin	NJ	08009
	635 Watsontown	Berlin	NJ	08009
	230 Red Lion Road	Southampton	NJ	08088
	119 Morristown Road	Bernardsville	NJ	07924
	Bartley Chester Road	Flanders	NJ	07836
	2 Gowin Street	Sayreville	NJ	08872
	29 River Road	Chatham	NJ	07928
	27-41 Standish Avenue	West Orange	NJ	07052
	2100 Highway 35	Sea Girt	NJ	08750
	Hamilton Square Road	Hamilton Square	NJ	8690
	2100 Highway 35	Sea Girt	NJ	08750
	431 Corkery Lane	Williamstown	NJ	08094
	East 15 Pleasant Ave.	Paramus	NJ	07652
	1 Cory Road	Morristown	NJ	07960

Entity Name	Address	City	State	Zip
	Third Ave. & Highway 35	Neptune City	NJ	07753
	145 Amboy Road	Morganville	NJ	07751
	175 Klockner Road	Trenton	NJ	08619
	144 Park Place E	Woodridge	NJ	07075
	35 Troy Lane	Lincoln Park	NJ	07035
	1460 US Hwy. 22	Annandale	NJ	08801
	473 Rt. 3 South	Hampton	NJ	08827
	568 Irving Avenue	Millvale	NJ	08332
	90 Kingsland Avenue	Clifton	NJ	07014
	7 Trenton Lakewood Rd.	Clarksburg	NJ	08510
	7 Trenton Lakewood Rd.	Clarksburg	NJ	08510
	1740 River Rd	Bellemead	NJ	08875
	580 Duncan Ave	Jersey City	NJ	07306
	631A Shunpike Road	Cape May	NJ	08204
	Undefined	Undefined	NJ	99999
	997 Lenox Drive	Lawrenceville	NJ	08648
	997 Lenox Drive	Lawrenceville	NJ	08648
	2100 Highway 35	Sea Girt	NJ	08750
	2100 Highway 35	Sea Girt	NJ	08750
	Foot of Main Street	Troy	NY	12180
	2306 Walden Avenue	Buffalo	NY	14225
	2512 South Park Avenue	Buffalo	NY	14218
	140 Shawnee Avenue	Buffalo	NY	14215
	100 Gruner Road	Buffalo	NY	14216
	119 Botsford Place	Buffalo	NY	14216
	2306 Walden Avenue	Buffalo	NY	14225
	2700 Millersport Hwy.	Buffalo	NY	14068
	575 Colfax Street	Rochester	NY	14606
	575 Colfax Street	Rochester	NY	14606
	2458 East Ridge Road	Rochester	NY	14622
	1185 East Main Street	Rochester	NY	14609
	98 Bickford Street	Rochester	NY	14606

Entity Name	Address	City	State	Zip
	825 Fifth Avenue	Troy	NY	12182
	4450 Bailey Avenue	Amherst	NY	
	251 North Main Street	Freeport	NY	11520
	455 West John Street	Hicksville	NY	11801
	70 Schlegel Boulevard	Amityville	NY	11701
	295 Duffy Avenue	Hicksville	NY	11801
	145 West Arterial Highway	Binghamton	NY	13901
	803 Walden Avenue	Buffalo	NY	14211
	121 Lincoln Ave	Rochester	NY	14611
	909 Bailey Avenue	Buffalo	NY	14206
	2109 Erie Blvd. East	Syracuse	NY	13224
	455 Wheatfield Street	North Tonawanda	NY	14120
	none	Batavia	NY	99999
	1340 East Water Street	Syracuse	NY	13224
	Gleason St	Gouverneur	NY	13642
	200 - 15th Street	Watkins Glen	NY	14891
	161 Clinton Street	Avon	NY	14414
	Plank Road	Philadelphia	NY	13673
	485 Cayuga Road	Buffalo	NY	14225
	721 Hall Road	Lisbon	NY	13658
	12 Olmstead Avenue	Delevan	NY	14042
	677 Gulf Road	Attica	NY	14011
	8775 Alexander Road	Batavia	NY	14020
	1760 Linquist Drive	Falconer	NY	14733
	Route 2	Oneonta	NY	13820
	22 Rhinecliff Road	Rhinebeck	NY	12572
	25 Brown Crossing Road	Catskill	NY	12414
	Rt. 1, Box 77B	W. Coxsackie	NY	12192
	Route 9W, RD 1	West Coxsackie	NY	12192
	Genesee Street	Auburn	NY	13021
	Keiffer Lane	Kingston	NY	12401
	256 Main Street	Nyack	NY	10960

Entity Name	Address	City	State	Zip
	16 Hoffman Street	Spring Valley	NY	10977
	1711 Front Street	Yorktown	NY	10598
	2245 Dwyer Avenue	Utica	NY	13501
	Boman Avenue	Portchester	NY	10573
	151 Chautauqua Road	Fredonia	NY	14063
	301 Cayuga Road	Buffalo	NY	14225
	136 Fuller Rd	Albany	NY	12205
	5242 Curtis Road	Warsaw	NY	14569
	none	Batavia	NY	11111
	180 Railroad Avenue	Center Moriches	NY	11934
	Route 17	Hilburn	NY	10931
	819 Davis Road	East Aurora	NY	14052
	262 McCormick Drive	Bohemia	NY	11716
	Middle Island-Yaphank Rd.	Middle Island	NY	11953
	82 Route 25A	Shoreham	NY	11786
	30 West Yaphank Road	Coram	NY	11727
	34 Arthur Avenue	Brookhaven	NY	11719
	301 Cayuga Road	Buffalo	NY	14225
	301 Cayuga Rd.	Buffalo	NY	14225
	260 North Bend Road	Cincinnati	OH	45216
	99 West Chestnut Dr.	Oxford	OH	45056
	410 South Riverside	Batavia	OH	45103
	2040 US 50	Owensville	OH	45160
	560 Loveland-Madeira Rd.	Loveland	OH	45140
	645 Oak Street	Lebanon	OH	45036
	1213 Cincinnati Ave.	Xenia	OH	45385
	1700 Colorado Avenue	Lorain	OH	44052
	3118 Woodburn	Cincinnati	OH	45707
	1630 Westwood Avenue	Cincinnati	OH	45214
	465 South Broadway	Owensville	OH	45160
	6757 Linton Road	Goshen	OH	45122
	705 North Ida Street	Kenton	OH	43326

TRADEMARK  
REEL: 002245 FRAME: 0873

Entity Name	Address	City	State	Zip
	2960 Sanitarium Road	Akron	OH	44312
	9116 Hamer Road	Georgetown	OH	45121
	6612 Miami Avenue	Cincinnati	OH	45243
	600 Seven Mile Avenue	Hamilton	OH	45011
	2122 Hamilton-Eaton Road	Hamilton	OH	45011
	1213 Cincinnati Ave.	Xenia	OH	45385
	4342 GlenEste-Withamsvill	Cincinnati	OH	45245
	2200 South State	Urbana	OH	43078
	1280 Charles Lane	Marysville	OH	43040
	215 Horace Avenue	Dayton	OH	45407
	4014 Colerain Ave	Cincinnati	OH	45223
	10271 Hazelton Etna Rd.	Etna	OH	43018
	91 Owen Brown Rd	Hudson	OH	44236
	6097 Johnstown-Utica Rd.	Johnstown	OH	43031
	4475 S. Hamilton Road	Groveport	OH	43125
		Painsville	OH	
	4342 Glen Este Withamsvil	Cincinnati	OH	45245
	7454 Jager Court	Cincinnati	OH	45230
	1014 Vine Street	Cincinnati	OH	45202
	613 North Jones Street	Tahlequah	OK	74464
	126 Ringuette Street	Grants Pass	OR	97527
	337 Conser Street	Jefferson	OR	97352
	6755 NE Columbia Blvd.	Portland	OR	97218
	703 South Blaine St.	Newberg	OR	97132
	1018 Elm Street	Forest Grove	OR	97116
	3590 Dove Lane	Eugene	OR	97402
	1119 SE Fullerton Street	Roseberg	OR	97470
	757 West Locust Street	Stayton	OR	97383
	765 Monmouth Cutoff	Dallas	OR	97338
	88860 Terminal Road	Elmira	OR	97437
	160 South West Kalmia St	Junction City	OR	97448
	813 Mason Way	Medford	OR	97501

Entity Name	Address	City	State	Zip
	6100 Colver Road	Talent	OR	97540
	945 NW Hayes	Corvallis	OR	97330
	241 S Old Pacific Highway	Myrtle Creek	OR	97457
	13000 South West Hall	Tigard	OR	97223
	3501 Williamette Falls	West Linn	OR	97068
	145 N Olive Street	Yamhill	OR	97148
	945 NW Hayes Street	Corvallis	OR	97330
	190 N Wall Street	Coos Bay	OR	97420
	1500 NW 9th Street	Corvallis	OR	97330
	8338 NE Alderwood Road	Portland	OR	97220
	1500 North West 9th St.	Corvallis	OR	97330
	101 Old Frankstown Rd.	Pittsburgh	PA	15239
	101 Old Frankstown Road	Pittsburgh	PA	15239
	1101 Beaver Ave	Pittsburgh	PA	15233
	119 Wall Avenue	Wall	PA	15148
	110 Lenzner Court	Sewickley	PA	15134
	976 Forest Avenue	West Homestead	PA	15120
	1720 West North Ave.	Pittsburgh	PA	15233
	150 South 24th Street	Pittsburgh	PA	15203
	Rt. 31	Mendon	PA	15679
	836 Marion Avenue	Ellwood City	PA	16117
	116 Conica Lane	Evans City	PA	16033
	P. O. Box 420	Ebensburg	PA	15931
	9300 Blue Grass Rd	Philadelphia	PA	19114
	1010 Clearview Drive	Latrobe	PA	15650
	Route 910	Indianola	PA	15051
	99 Biltott Avenue	N Huntingdon	PA	15642
	RD #4, Route 981 North	Norvelt/Mt. Ple	PA	15666
	690 Greensburg Road	New Kensington	PA	15068
	1300 New Rodgers Road	Bristol	PA	19007
	235 Chartiers Avenue	Pittsburgh	PA	15205
	701 High Level Road	Clearfield	PA	16830



Entity Name	Address	City	State	Zip
	200 Hahn Road	Pittsburgh	PA	15209
	1111 New Castle Road	Prospect	PA	16052
	128 Kennedy Road	Prospect	PA	16052
	1860 Scenery Drive	Elizabeth	PA	15037
	97 Harriet Street	Rankin	PA	15104
	250 Washington St	Dravosburg	PA	15028
	1000 Churchill Road	Library	PA	15129
	150 South 24th Street	Pittsburgh	PA	15203
	South 6th & Bingham Sts.	Pittsburgh	PA	15203
	3130 Route 100	Macungie	PA	18062
	1700 Gaskill Avenue	Allentown	PA	18103
	3354 West Beersville Road	Northampton	PA	18067
	RDL Center Valley	Center Valley	PA	18034
	470 South State Street	Newtown	PA	18940
	One Bulldog Lane	Slatington	PA	18080
	1208 S. 12th Street	Allentown	PA	18105
	522 Chestnut Street	Emmaus	PA	18049
	2202 South Market Street	Elizabethtown	PA	17022
	625 Red Lion Road	Huntingdon Vall	PA	19006
	700 B Ashland Avenue	Folcroft	PA	19032
	827 East Glenside Ave.	Wyncote	PA	19095
	Spruce & High Street	Middletown	PA	17057
	3871 Old Harrisburg Pike	Mount Joy	PA	17552
	75 Theatre Rd	Glen Rock	PA	17327
	Route 119, RD 3	Smithfield	PA	15478
	1061 Main Street	N Huntingdon	PA	15642
	522 Chestnut Street	Emmaus	PA	18049
	3130 Route 100	Macungie	PA	18062
	200 Hahn @ Greenhill Rd	Pittsburgh	PA	15209
	200 Hahn @ Greenhill Rd	Pittsburgh	PA	15209
	905 Sampson	New Castle	PA	16101
	1950 Crooked Hill Road	Harrisburg	PA	17110

TRADEMARK  
REEL: 002245 FRAME: 0876

Entity Name	Address	City	State	Zip
	Franz Road	Harbourcreek	PA	16421
	10500 Reservoir Road	Albion	PA	16401
	13570 State Hwy. 18	Comneaut Lake	PA	16316
	RR 1	Rices Landing	PA	15357
	200 Hahn Road	Pittsburgh	PA	15209
	6261 Sullivan Trail	Nazareth	PA	18064
	200 Hahn Road	Pittsburgh	PA	15209
	200 Hahn Road	Pittsburgh	PA	15209
	200 Hahn Road	Pittsburgh	PA	15209
	3885 North George St	Manchester	PA	17345
	200 Hahn Rd	Pittsburgh	PA	15209
	1061 Main Street	N Huntingdon	PA	15842
	150 South 24th Street	Pittsburgh	PA	15203
	327 Market Street	Warren	RI	02885
	45 Reservoir Road	Coventry	RI	02816
	327 Market Street	Warren	RI	02885
	713 George Washington Hwy	Lincoln	RI	02865
	2 Norwicksi Street	West Warwick	RI	02893
	Aquidneck Avenue	Middletown	RI	02842
	South Country Trail	East Greenwich	RI	02818
	529 Switch Road	Wood River Junc	RI	02894
	60 Wood Street	Coventry	RI	02816
	6 Black Plain Rd	Exeter	RI	02822
	468 Combstock Road	Slatersville	RI	02876
	404 North Main Street	Pascoag	RI	02859
	7285 Peppermill Parkway	North Charlesto	SC	29418
	2900 Mink Point Blvd.	Beaufort	SC	29902
	7285 Peppermill Parkway	N Charleston	SC	29418
	1681 Getwell	Memphis	TN	38111
	1384 Farmville	Memphis	TN	38122
	500 Winchester	Memphis	TN	38116
	1000 North Jefferson	Amarillo	TX	79107

Entity Name	Address	City	State	Zip
		Austin	TX	
	2009 5th Street	Wichita Falls	TX	76301
	418 Metro Park	McKinney	TX	75069
	607 East 6th Street	Weslaco	TX	78596
	140 Broiles	Jacksonville	TX	75766
	1301 Industrial Blvd.	Plainview	TX	79072
	2000 Western Ave	Orange	TX	77630
	1306 S. Gibson,	Ogden	UT	84401
	58 West 4th North	Logan	UT	84321
	8439 Lee Highway	Fairfax	VA	22031
	857 Putney Road	Brattleboro	VT	05301
	Off Rte. 2, Packard Ind.	East Montpelier	VT	05651
	6405 218th Street #305	Mountlake Terra	WA	98043
	7739 1st Avenue South	Seattle	WA	98108
	10103 West Charles Road	Nine Mile Falls	WA	99026
	500 West 2nd	Tenino	WA	98589
	980 E. 7th Street	Colville	WA	99114
	1720 East Fairview	Spokane	WA	99207
	1020 West 1st	Newport	WA	99156
	3212 South Sprague	Tacoma	WA	98409
	3212 South Sprague	Tacoma	WA	98409
	14444 NE 199th Street	Battle Ground	WA	98604
	9716 SW 204th Street	Vashon	WA	98070
	13525 Lake City Way NE	Seattle	WA	98125
	13525 Lake City Way NE	Seattle	WA	98125
	13525 Lake City Way NE	Seattle	WA	98125
	Western Reg. Acct'g	Seattle	WA	0000
	Western Reg. Acct'g	Seattle	WA	0000
	Western Reg. Acct'g	Seattle	WA	0000
	4524 S. 13th Street	Milwaukee	WI	53221
	4100 West Mitchell St.	Milwaukee	WI	53215
	4150 West Mitchell St.	Milwaukee	WI	53215

Entity Name	Address	City	State	Zip
	4524 South 13th Street	Milwaukee	WI	53221
	16900 Pheasant Drive	Brookfield	WI	53005
	W145 S6365 Tess Cor. Rd.	Muskego	WI	53150
	5901 N. Glen Park Rd.	Milwaukee	WI	53209
	7741 West National Avenue	West Allis	WI	53214
	6206 Alderson Street	Schofield	WI	54476
	1609 Lincoln Avenue	Waukesha	WI	53186
		Milwaukee	WI	
		Lannon	WI	
	500 Industrial Road	Hartland	WI	53029
	6015 52nd Street	Kenosha	WI	53144
	2743 Bartells Drive	Beloit	WI	53511
	200 West North Street	DeForest	WI	53532
	6015 52nd Street	Kenosha	WI	53144
	462 Hickory Street	Pewaukee	WI	53072
	1840 Lime Kiln Road	Green Bay	WI	54311
	871 Fair Road	Greenleaf	WI	54126
	6206 Alderson Street	Schofield	WI	54476
	730 South 17th Avenue	Wausau	WI	54401
		WI	WI	
	2321 Commerce Street	La Crosse	WI	54603
	695 Industrial Blvd	New Richmond	WI	54017
	1205 South Water Street	Sparta	WI	54656
<b><u>Public Transit</u></b>				
	425 Pittsburgh Street	Springdale	PA	15144
	1101 Beaver Avenue	Pittsburgh	PA	15233
	3400 Spring Street NE	Minneapolis	MN	55413
	2180 108th Lane NE	Blaine	MN	55449
	14405 W. 62nd Street	Eden Prairie	MN	55344
	11550 Rupp Drive, Suite A	Burnsville	MN	55337
	9216 8th Avenue South	Seattle	WA	98108
	9601 Alden	Lenexa	KS	66215
	6345 N. Colorado Blvd.	Commerce City	CO	80022

Entity Name	Address	City	State	Zip
	1001 9th Street, Suite A	Modesto	CA	95354
	502 Northern Pacific Avenue	Fargo	ND	58102
	2025 Louisville, Unit G	Savannah	GA	31401
	150 Kansas St	Hackensack	NJ	07601
	600 E. Vienna Avenue	Milwaukee	WI	53212
	PO Box 5081 (PO Box Zip 27835)	Greenville	NC	27834
	901 Staton Road			
	224 North Hoover Road	Durham	NC	27703
	723 W. Hargett Street	Raleigh	NC	27603
	1717 West County Road C, Suite B	Roseville	MN	55113
	161 Tampa Avenue	Hamilton Square	NJ	08610
	PO Box 229 (PO Box Zip: 92402)	San Bernardino	CA	92410
	844 E. Ninth Street			
	456 East Ave K-4, Unit 4	Lancaster	CA	93535
	3000 Paseo Mercado, Suite 108	Oxnard	CA	93030
	1242 Los Angeles Street	Glendale	CA	91204
	390 Buckley Road, Bldg. H	San Luis Obispo	CA	93401
	2477 Arnold Industrial Way	Concord	CA	94520
	1509 Schwab Street, Suite A	Red Bluff	CA	96080
	(Redondo Beach "WAVE")	Redondo Beach	CA	90277
	415 Diamond Street			
	1330 El Dorado St.	Fresno	CA	93706
	8030 Washington Ave.	Racine	WI	53406
	2085 Oak Leaf	Joliet	IL	60436
	234 South I Street	San Bernardino	CA	92410
	9421 Feron Blvd, Suite 101	Rancho Cucamonga	CA	91730
	303 N. Allen St.	Pasadena	CA	91106
	1000 Howe Road	Martinez	CA	94553
	4554 Caterpillar Road #B	Redding	CA	96003
	190 Cal Avenue #G	Barstow	CA	92311
	12343 Oak Knoll Road	Poway	CA	92064
	701 - 980 Johnstonville Road	Susanville	CA	96130
	117 Fern Street, Suite 100	Santa Cruz	CA	95060-2117

Entity Name	Address	City	State	Zip
	20543 B North Sunshine Road	Sonora	CA	95370
	2210 Magnolia Street	Richmond	VA	23223
	340 Bonair Siding	Palo Alto	CA	94306
	P.O. Box 60580			
	3240 Southside Road	Hollister	CA	95023
	PO Box 99	Lower Lake	CA	95457
	24 S. Sacramento Street	Lodi	CA	95240
	P.O. Box 215	Bethel Park	PA	15102
	4780 Library Road			
	754 West 600 North	Logan	UT	84321-6815
	PO Box 597			
	4605 Pflaum Road	Madison	WI	53718
	#2 Gowin Street	Sayreville	NJ	08872
	419 N. Westwood Ave	Toledo	OH	43607
	1540 S. 7th St.	San Jose	CA	95112
	6815 San Leandro Blvd	Oakland	CA	94621
	24785 Clawiter Rd.	Hayward	CA	94545
	1031 West L12 Avenue	Lancaster CA 93534		
	800 Fesler Street	El Cajon	CA	92020-1907
	1175 Industrial Avenue	Escondido	CA	92027
	4337 Rowland Avenue	El Monte	CA	91731
	222 West Beach Ave.	Inglewood	CA	90302
	16281 Construction Circle	Irvine	CA	92606
	1175 Spring Street	Long Beach	CA	90806
	123 North "E" Street, Suite 102	Madera	CA	93638
	3200 Airport Ave, Suite 20	Santa Monica	CA	90405
	1993 Rancho Canajo Blvd.	Thousand Oaks	CA	91320
	PO Box 224 (PO Zip: 95381)	Turlock	CA	95381
	699 S. Walnut Rd.			
	352 Industrial Way	Woodland	CA	95776
	2101 Garry Road	Cinnaminson	NJ	08077
	16400 SW Merlo Road	Beaverton	OR	97006
	Training Facility	Sherman Oaks	CA	91403
	15260 Ventura Blvd, Suite 1050			

Entity Name	Address	City	State	Zip
	Independence Plaza 1050 17th Street, Suite 1750	Denver	CO	80265-1050
	74 040 Highway 111, Suite 209	Palm Desert	CA	92260
	3405 Rosefinch Trail	Austin	TX	78746
	892 Grant Avenue	San Lorenzo	CA	94580
	1101 Airport Road, Suite N	Imperial	CA	92251
	1501 Wilson Blvd, Suite 1001	Arlington	VA	22209
	P.O. Box 215 4780 Library Road	Bethel Park	PA	15102
	1242 Los Angeles Street	Glendale	CA	91204
	5150 North Tom Murray	Glendale	AZ	85301
	845 North Burke Street	Visalia	CA	93292
	29 Prado Road	San Luis Obispo	CA	93401
	4441 Baldwin Avenue	El Monte	CA	91731
	901 Miner's Mesa Road PO Box 691	Black Hawk	CO	80422
	1405 San Mateo Blvd NE, Suite E	Albuquerque	NM	87110
	816 W. Highway 84, Suite A-3	Casa Grande	AZ	85222
	2700 W. Superior	Chicago	IL	60612
	1460 Main Street	Clovis	NM	88101
	1560 19th Street	Douglas	AZ	85607
	P.O. Box 50295 (Parks, AZ 86018	Flagstaff	AZ	86004
	5250 East Cortland, Unit 128			
	250 Dee Ann Avenue	Gallup	NM	87301
	PO Box 263	Ganado	AZ	86505
	5344 W. Missouri	Glendale	AZ	85303
	5344 W. Missouri	Glendale	AZ	85303
	1601 N. Turner, Suite 222	Hobbs	NM	88240
	PO Box 747	Keams Canyon	AZ	86034
	4276 A. US Highway 64	Kirtland	NM	87417
	1040 N. Main Street	Las Cruces	NM	88001
	225 Moreno	Las Vegas	NM	87701
	1208-B Kofa Avenue	Parker	AZ	85344

Entity Name	Address	City	State	Zip
	PO Box 7353	Teesto	AZ	86047
	Teesto Chapter House, Suite 218	Tuba City	AZ	86045
	PO Box 3909	Tucson	AZ	85705
	502 E. Ft. Lowell (Send to 9036)	Scottsdale	AZ	85258
	9525 E. Doubletree Ranch Rd #110	Tacoma	WA	98444
	2310 104th Street Court South Building A, Suite 4	Rocklin	CA	95677
	2248 Sierra Meadows Dr. Suite A	Kennewick	WA	99336
	536 W. Deschutes	Savannah	GA	31401
	2025 Louisville, Unit G	Denver	CO	80223
	30 S. Raritan Street	Glenview	IL	60025
	1832 Pickwick Lane	Columbus	OH	43229
	6400 Huntley Road	Seaside	CA	93955
	1143 Echo Avenue, Suite F	Indianapolis	IN	46218
	3116 N. Ritter Avenue	Arlington	TX	76011-6329
	1340 South Shelby Street			
	600 Six Flags Drive, Suite 300			

TRADEMARK  
REEL: 002245 FRAME: 0883

RECORDED: 02/27/2001