



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Purchase Order

PURCHASE ORDER NO.
 DEBT04D

PAGE
 1

BLANKET RELEASE
 00

CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW

CHANGE ORDER
 3

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

AGENCY COPY

I N V O I C E T O
 ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

V E N D O R
 *105094230 770-925-5241
 RISK MANAGEMENT ALTERNATIVES I
 2675 BRECKINRIDGE BLVD
 DULUTH GA 30096

S H I P T O
 ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
12/28/2005		NET 30		411880612			
SHIP VIA		F.O.B		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE		AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
			CHANGE ORDER #03				
TO CANCEL CONTRACT/PURCHASE ORDER IN ITS ENTIRETY. VENDOR HAS FILED AND BEEN GRANTED BANKRUPTCY. THIS CONTRACT SHALL BE REAWARDED AS DEBT04DD. EFFECTIVE DATE OF CANCELLATION: AUGUST 31, 2005							
*****NO ADDITIONAL CHANGES*****							
				PREVIOUS PO TOTAL==>	OPEN	END	
				PO NET CHANGE (+)==>			

WV STATE PURCHASING DIVISION
 ADMINISTRATION UNIT
 CERTIFIED ENCUMBERED

DEC 29 2005

Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *BJ 12-28-05*

OPEN END

TOTAL

Dan Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BUYER 31
 BY *[Signature]* 304-558-0492
 PURCHASING DIVISION AUTHORIZED SIGNATURE

GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of acceptance of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer, [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract is automatically null and void, and is terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

05 AUG 30 PM 2:30
YOUNGSTOWN

In re:)	Case No. 05-43959
)	(Jointly Administered)
RMA MANAGEMENT SERVICES, INC.,)	
RISK MANAGEMENT ALTERNATIVES,)	Chapter 11
INC., <i>et al.</i> ¹)	
)	Judge Kay Woods
Debtors.)	

**REVISED ORDER UNDER §§ 105(A), 363, 365 AND 1146(c)
OF THE BANKRUPTCY CODE (A) AUTHORIZING THE
SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS, FREE
AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS,
(B) APPROVING PURCHASE AGREEMENT, AND (C) AUTHORIZING
THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH SUCH SALE**

Upon the motion (the "Bidding Procedures Motion"), of the above captioned-debtors and debtors in possession (collectively the "Debtors" or "Sellers"), for entry of an order (A) Authorizing and Scheduling a Public Auction for the Sale of Substantially All of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances and Interests, (B) Approving Procedures For the Submission of Qualifying Bids, and (C) Approving Bid Protections, and (D) Approving the Form and Manner of Notice Pursuant to Fed.R.Bankr. P. 2002 (the "Bidding Procedures Order") entered by this Court on July 22, 2005; and upon the motion (the "Sale Motion") for order (this "Sale Order") under §§ 105(a), 363, 365 and 1146(c) of the Bankruptcy Code (A) Authorizing the Sale of Substantially all of the Debtors' Assets, Free and Clear of Liens, Claims, Encumbrances and Interests (the "Sale"), (B) Approving Purchase Agreement

¹ The Debtors are the following entities: RMA Management Services, Inc.; Risk Management Alternatives Parent Corp.; Risk Management Alternatives Holdings, Inc.; Resource Recovery Consultants, Inc.; RMA Intermediate Holdings Corporation; National Revenue Corporation; Risk Management Alternatives, Inc.; Risk Management Alternatives Portfolio Services, LLC; RMA Holdings LLC; Purchased Paper LLC; and Risk Management Alternatives Solutions, LLC.

(with any and all amendments, schedules and exhibits related thereto, hereinafter collectively "NCO Purchase Agreement"), and (C) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in connection with Such Sale; and the Auction having been conducted in accordance with the Bidding Procedures Order; and Sellers after consultation with counsel for the Official Committee of Unsecured Creditors appointed in the Debtors' Chapter 11 Cases² (the "Committee") and the agent for the prepetition senior secured lenders and for the debtor in possession lenders (the "Agent"), having determined that NCOP Capital Resource, LLC, as buyer (collectively, with any successors or assignees, the "Buyer") has submitted the highest or otherwise best bid for the Acquired Assets, Assigned Contracts, Leases and Assumed Liabilities; and a hearing having been held on August 24, 2005 (the "Sale Hearing") to consider approval of the Sale of the Acquired Assets to Buyer (as well as the assumption by Buyer of the Assigned Contracts, Leases and Assumed Liabilities) pursuant to the terms and conditions of the NCO Purchase Agreement; and adequate and sufficient notice of the Bidding Procedures, the NCO Purchase Agreement, the Sale and this Sale Order having been given to all parties in interest in these Chapter 11 Cases; and all such parties having been afforded an opportunity to be heard with respect to the Sale Motion and all relief requested therein; and the Court having reviewed and considered: (i) the Sale Motion; (ii) the objections thereto, and (iii) the arguments of counsel made, and the evidence proffered or adduced, at the Sale Hearing; and after due deliberation thereon; and good and sufficient cause appearing therefor, it hereby is

² Capitalized terms not defined herein shall have the same meanings ascribed in the Sale Motion or the NCO Purchase Agreement attached hereto as Exhibit A, as the case may be.

FOUND AND DETERMINED THAT:³

A. This Court has jurisdiction over the Sale Motion under 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding under 28 U.S.C. § 157(b)(2)(A) and (N).

B. The statutory predicates for the relief sought in the Sale Motion are §§ 105(a), 363, 365 and 1146(c) of the Bankruptcy Code.

C. This Court entered the Bidding Procedures Order on July 22, 2005.

D. As evidenced by the affidavits of service and publication filed with this Court and based on representations of counsel at the Sale Hearing, due, proper, timely, adequate and sufficient notice of the Sale Motion, the Sale Hearing, the Sale, the Bidding Procedures Order, the Bidding Procedures Notice, the Auction, and a proposed form of this Sale Order, has been provided in accordance with Bankruptcy Code §§ 102(1), 105(a), 363, 365 and 1146(c) and Bankruptcy Rules 2002, 6004 and 6006, and in compliance with the Bidding Procedures and the NCO Purchase Agreement, and no other or further notice is or shall be required.

E. A reasonable opportunity to object and be heard with respect to the Sale Motion and the relief requested therein has been afforded to all interested persons and entities.

F. ^{Sellers represent that} No consents or approvals are required for Sellers to consummate the Sale other than the consent and approval of this Court, the consent and approval of the Agent (in accordance with the Bidding Procedures Order), the consent and approval of the Requisite Lenders (as defined in the Financing Order), and those set forth in the NCO Purchase Agreement. ^{Sellers represent that} Neither the execution of the NCO Purchase Agreement nor the consummation of the Sale in accordance with its terms will constitute a violation of any provision of Sellers'

³ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

organization documents or any other instrument, law, regulation or ordinance by which Sellers are bound.

G. The Bidding Procedures and related procedures established by the Bidding Procedures Order have been complied with in all material respects by Sellers and Buyer. The Sellers did not receive any Qualified Competing Bid and, as a result, the Auction contemplated by the Bidding Procedures Order was neither required nor held.

H. ~~Sellers~~ ^(represent that they) are the legal and equitable owner of the Acquired Assets and, upon entry of this Sale Order, Sellers shall have full authority to consummate the Sale contemplated by the NCO Purchase Agreement. The NCO Purchase Agreement and the Sale have been duly and validly authorized by all necessary corporate action, as the case may be, of Sellers and Buyer.

I. Approval of the NCO Purchase Agreement and consummation of the Sale on the terms set forth in this Sale Order is in the best interests of Sellers, their estates, creditors and other parties in interest. Sellers have articulated a good and sufficient business justification supporting the Sale of the Acquired Assets to Buyer, pursuant to §§ 363 and 365 of the Bankruptcy Code.

J. The NCO Purchase Agreement, the First Amendment and Acknowledgement to Purchase Agreement dated August 23, 2005 ("First Amendment"), the Transition Services Agreement substantially in the form set forth in the Amended and Restated Exhibit 4.2(f) to the NCO Purchase Agreement (hereinafter "Service Agreement") and the Bidding Procedures Order were negotiated, proposed and entered into by Sellers and Buyer without collusion, in good faith and from arm's length bargaining positions. Buyer is not an "insider" of Sellers, as that term is defined in § 101 of the Bankruptcy Code. Sellers and Buyer have not engaged in any conduct that would cause or permit the NCO Purchase Agreement to be avoided under § 363(n) of the Bankruptcy Code.

K. The consideration to be provided by Buyer pursuant to the NCO Purchase Agreement: (i) is fair and reasonable; (ii) is the highest or otherwise best offer for the Acquired Assets; and (iii) constitutes reasonably equivalent value and fair consideration.

L. The transfer of the Acquired Assets to the Buyer shall be a legal, valid and effective transfer of the Acquired Assets and, except for the Assumed Liabilities, Permitted Liens, or as otherwise expressly set forth in the NCO Purchase Agreement, the Acquired Assets shall vest with the Buyer at Closing with all right, title and interest of the Debtors in and to the Acquired Assets (including, without limitation, the stock of the Debtors' Foreign Subsidiaries), free and clear of all claims (as defined in § 101(5) of the Bankruptcy Code, "Claims"), Liens, encumbrances and all other interests (collectively including each of the foregoing, but excluding the Permitted Liens, the "Interests"), including, but not limited to: (1) those that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal or termination of the Debtors' interest in the Acquired Assets, or any similar rights, including rights under § 365(h) of the Bankruptcy Code; (2) those relating to taxes arising under, out of or in connection with, or in any way relating to the operation of the Acquired Assets prior to the Closing; (3) those arising under all mortgages, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, Liens, judgments, demands, encumbrances, rights of first refusal or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership; and (4) all debts arising in any way in connection with any agreements, acts or failures to act of any of the Debtors or any of the Debtors' predecessors or affiliates, Claims (including, without limitation, any causes of action referenced in Schedule 5.17 to the NCO Purchase Agreement), obligations, liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions, interests and matters of any kind and nature, whether known or unknown, contingent

or otherwise, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity or otherwise, including, but not limited to, Claims otherwise arising under doctrines of successor liability to the greatest extent permitted by applicable law.

M. The Debtors may sell the Acquired Assets free and clear of all Interests of any kind or nature, whatsoever, as contemplated by the NCO Purchase Agreement because, in each case, one or more of the standards set forth in §§ 363(f)(1) through 363(f)(5) of the Bankruptcy Code have been satisfied. Those holders of Interests that did not object, or who withdrew their objections to the Sale Motion or the Sale, are deemed to have consented pursuant to § 363(f)(2) of the Bankruptcy Code. Those holders of Interests that did object, fall within one or more other subsections of § 363(f) of the Bankruptcy Code and are adequately protected by having their Interests, if any, attach to the proceeds of the Sale ultimately attributable to the Acquired Assets against or in which they assert an Interest.

N. Except as expressly set forth in the NCO Purchase Agreement with respect to the Assumed Liabilities, the Buyer shall have no liability for any liability, Claim or other obligation of or against the Debtors related to the Acquired Assets by reason of the transfer of the Acquired Assets to the Buyer, to: (1) be a successor to the Debtors (other than with respect to the Assumed Liabilities and any obligations arising under the Assigned Contracts and Leases from and after the Closing); or (2) have, *de facto* or otherwise, merged with or into the Debtors. The Buyer is not acquiring or assuming any liability, warranty or other obligation of the Debtors, except as expressly set forth in the NCO Purchase Agreement with respect to the Assumed Liabilities.

O. The NCO Purchase Agreement is a valid and binding contract between the Debtors and the Buyer, which is and shall be enforceable according to its terms.

P. All of the provisions of the NCO Purchase Agreement are non-severable and mutually dependent.

Q. The Buyer has satisfied the requirements of section 365 of the Bankruptcy Code and has provided sufficient evidence of its ability to provide adequate assurance of future performance with respect to all Assigned Contracts and Leases.

R. Subject to the provisions in this Sale Order and the Bidding Procedures Order relating to the Assigned Contracts and Leases, the Debtors have cured or provided adequate assurance of cure of any defaults existing under all Assigned Contracts and Leases, within the meaning of § 365(b)(1)(A) of the Bankruptcy Code. The Debtors have provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default under any of the Assigned Contracts and Leases, within the meaning of § 365(b)(1)(B) of the Bankruptcy Code. The Buyer has provided adequate assurance of future performance under all Assigned Contracts and Leases, within the meaning of §§ 365(b)(1)(C) and (f) of the Bankruptcy Code.

S. The Debtors have articulated good and sound business reasons for waiving the stay otherwise imposed by Bankruptcy Rules 6004(g), 6006(d) and 7062.

THEREFORE IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. The Sale Motion is granted and approved in all respects (other than with respect to matters already addressed by and approved under the Bidding Procedures Order and with respect to matters that are modified in this Sale Order).

Approval of the NCO Purchase Agreement, Sale and Ancillary Agreements

2. The NCO Purchase Agreement, First Amendment, Services Agreement and the Sale are hereby authorized and approved.

3. Pursuant to §§ 363(b) and (f) and 365(b) of the Bankruptcy Code, Sellers are authorized, empowered and, subject to the terms of the NCO Purchase Agreement, directed to consummate the Sale, pursuant to and in accordance with the terms and conditions of the NCO Purchase Agreement.

4. Sellers are authorized, empowered and, subject to the terms of the NCO Purchase Agreement, directed to execute, deliver and perform under the NCO Purchase Agreement, and to take all further actions as may be reasonably requested by Buyer for the purpose of consummating the Sale as may be necessary or appropriate to the performance of the obligations contemplated by the NCO Purchase Agreement.

5. Pursuant to §§ 105(a), 363(f) and 365(b) of the Bankruptcy Code, upon Closing, (i) the Acquired Assets (and expressly excluding the Excluded Assets) shall be transferred to Buyer free and clear of all Interests against such assets in accordance with § 363(f) of the Bankruptcy Code, with any such Interests to attach to the proceeds of the Sale, in the order of their priority, with the same validity, force and effect which they now have against the Acquired Assets, subject to any rights, claims and defenses Sellers and all interested parties may possess with respect thereto and (ii) each of the Assigned Contracts and Leases shall be deemed assumed by Sellers and assigned to Buyer on the Closing Date as provided in, and contemplated and required by, the NCO Purchase Agreement. Except as expressly permitted otherwise by the NCO Purchase Agreement or this Sale Order, all persons and entities, including, but not limited to, all debt security holders; equity security holders; governmental, tax and regulatory authorities; lenders; trade creditors; and other creditors holding Interests of any kind or nature whatsoever against or in the Debtors or the Acquired Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with or in any way relating to the Debtors, the Acquired

[739456:5]

* Except as set forth in paragraphs 29-43 of this Order.

Assets, the operation of the Acquired Assets prior to the Closing or the Sale are forever barred, estopped and permanently enjoined from asserting against the Buyer, its successors or assigns, their property or the Acquired Assets, such persons' or entities' Interests.

6. The transfer of the Acquired Assets to Buyer pursuant to the NCO Purchase Agreement constitutes a legal, valid and effective transfer of the Acquired Assets and, upon the Closing, shall vest Buyer with all right, title and interest in and to the Acquired Assets, free and clear of all Interests.

7. This Sale Order is and shall be effective as a determination that all Liens and Interests shall be and are without further action by any person or entity released with respect to the Acquired Assets (and expressly excluding the Excluded Assets) as of Closing.

8. This Sale Order: (a) shall be effective as a determination that at Closing, except for the Assumed Liabilities and Permitted Liens, all Interests of any kind or nature, whatsoever, existing as to the Acquired Assets (and expressly excluding the Excluded Assets) prior to the Closing have been unconditionally released, discharged and terminated as set forth herein, and that the conveyances described herein have been effected, and (b) shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office or contract to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Acquired Assets (and expressly excluding the Excluded Assets).

9. Except for the Assumed Liabilities, the Buyer shall have no liability or responsibility for any liability or other obligation of the Debtors arising under or related to the

Acquired Assets. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein or in the NCO Purchase Agreement, the Buyer shall not be liable for any Claims against the Debtors or any of their predecessors or affiliates, and the Buyer shall have no successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, successor or transferee liability, labor law, *de facto* merger or substantial continuity, whether known or unknown as of the Closing now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors arising prior to the Closing, including, but not limited to, liabilities on account of any Taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Acquired Assets prior to the Closing. The Buyer has given substantial consideration to the Debtors for the Acquired Assets and such consideration shall constitute valid and valuable consideration for the release of any potential Claims of successor liability against the Buyer, which release shall be deemed to have been given in favor of the Buyer by all holders of Interests against the Debtors or the Acquired Assets, other than the holders of Assumed Liabilities and Permitted Liens.

10. With respect to the Assigned Contracts and Leases: ^{*}(a) the Assigned Contracts and Leases shall be transferred and assigned to, and following the Closing of the Sale, shall remain in full force and effect for the benefit of the Buyer, notwithstanding any provision in any such Assigned Contract or Lease (including those of the type described in §§ 365(b)(2) and 365(f) of the Bankruptcy Code) that prohibits, restricts or conditions such assignment or transfer and, pursuant to § 365(k) of the Bankruptcy Code, the Debtors shall be relieved from any further liability with respect to the Assigned Contracts and Leases after such assumption by the Debtors and assignment and sale to the Buyer at Closing; (b) each Assigned Contract and Lease is an executory contract or unexpired lease under § 365 of the Bankruptcy Code at the Closing; (c) the

* Except as set forth in paragraphs 29-43 of this Order.

Debtors may assume each of the Assigned Contracts and Leases in accordance with § 365 of the Bankruptcy Code at the Closing; (d) the Debtors may assign and sell each Assigned Contract and Lease in accordance with §§ 363 and 365 of the Bankruptcy Code, and any provisions in any Assigned Contract or Lease that prohibit or condition the assignment of such Assigned Contract or Lease constitute unenforceable anti-assignment provisions, which are void and of no force and effect; (e) all other requirements and conditions under §§ 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and Sale and assignment to the Buyer of each Assigned Contract and Lease have been satisfied; and (f) upon Closing, in accordance with §§ 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested in all right, title and interest of each Assigned Contract and Lease.

11. All defaults or other obligations of the Debtors under the Assigned Contracts and Leases arising or accruing on or prior to the Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in § 365(b)(2) of the Bankruptcy Code) shall be cured by the Debtors in accordance with terms of the NCO Purchase Agreement, the Bidding Procedures Order, and this Sale Order, and the Buyer shall have no liability or obligation arising or accruing prior to the Closing Date under the Assigned Contracts and Leases (including, without limitation, any liability for claims of indemnification under the Assigned Contracts and Leases which arise from or relate to acts or omissions of the Debtors prior to the Closing Date), other than for the Assumed Liabilities.

12. The validity of the assumption, assignment and sale of the Assigned Contracts and Leases, which shall in all events be effective as of the Closing Date, shall not be affected by the pendency or resolution of any dispute between the Debtors and any non-Debtor party to an Assigned Contract or Lease.

* Except as set forth in paragraphs 29-43 of this Order.

13. The failure of the Debtors or the Buyer to enforce at any time one or more terms or conditions of any Assigned Contract or Lease shall not be a waiver of such terms or conditions, or of the Debtors' and the Buyers' rights to enforce every term and condition of the Assigned Contracts and Leases.

14. The Debtors are authorized and directed to timely perform all of their obligations under the Assigned Contracts and Leases through the date of Closing and to make provision for payment of all outstanding defaults under the Assigned Contracts and Leases (including the Cure in accordance with the provisions of the Bidding Procedures Order) through the Closing. No amount payable (including the Cure) with respect to the pre-Closing period shall be payable by Buyer as the same shall be and remain the sole responsibility of the Debtors. In accordance with Paragraph 11 of the Bidding Procedures Order, the Cure as set forth in Debtors' Assumption Notice (which may be further amended without further order of this Court from time to time prior to Closing to reflect agreements that may be reached by the parties) shall be controlling (and be binding on all parties) as to the Debtors' liability for all cure amounts notwithstanding anything to the contrary in any Assigned Contract and Lease or other document. The Debtors shall serve all non-Debtor parties to Assigned Contracts and Leases with notice (and file a copy of the same with this Court) of the Closing and such third parties shall have thirty (30) days thereafter to file a motion with this Court requesting payment of any alleged unpaid administrative claims under the applicable provision of the Bankruptcy Code that first arise and accrue after the Cure Effective Date (as defined in the Bidding Procedures Order, hereinafter, "Additional Cures"). The Debtors shall attempt to resolve any disputes regarding the Additional Cures and in the event such disputes cannot be resolved, then a hearing on the same may be requested by either party. Notwithstanding the foregoing, the pendency or resolution of any such dispute between the Debtors and a non-Debtor party to an Assigned Contract and Lease shall not

affect the assumption, assignment and sale to the Buyer of such Assigned Contract and Lease at Closing, which shall in all events be effective as of the Closing Date. The payment by the Debtors of the Cure and Additional Cures, if any, shall be in full and final satisfaction of any and all obligations and as full compensation to the counterparties for any pecuniary loss or other amounts owed under the Assigned Contracts or Leases pursuant to § 365 of the Bankruptcy Code. Notwithstanding anything to contrary in this Paragraph 14, without the written consent of the Agent, the Debtors may not agree to amend the Cure set forth in any Assumption Notice if, after taking into account such amendment, the aggregate cure amounts for all Assigned Contracts and Leases exceeds \$1,000,000.00.

Additional Provisions

15. The consideration provided by Buyer for the Acquired Assets under the NCO Purchase Agreement is fair and reasonable and may not be avoided under § 363(n) of the Bankruptcy Code.

16. The Sale is undertaken by Buyer in good faith, as that term is used in § 363(m) of the Bankruptcy Code and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale of the Acquired Assets to Buyer, unless such authorization is duly stayed pending such appeal. Buyer is a good faith purchaser of the Acquired Assets and is entitled to all of the benefits and protections afforded by § 363(m) of the Bankruptcy Code.

17. This Court retains jurisdiction to:

- (a) Interpret, implement and enforce the terms and provisions of this Sale Order and the terms of the NCO Purchase Agreement, all amendments thereto and any waivers and consents thereunder and of each of the agreements executed in connection therewith to which Sellers are a party or which has been assigned by Sellers to Buyer;
- (b) Protect Buyer or any of the Assigned Contracts and Leases or Acquired Assets against any of the Interests, as provided herein, including to enjoin

the commencement or continuation of any action seeking to impose successor liability;

- (c) Enter orders in aid or furtherance of the Sale;
- (d) Compel delivery of all Acquired Assets to Buyer;
- (e) Adjudicate any and all remaining issues concerning Sellers' right and authority to assume and assign the Assigned Contracts and Leases and the rights and obligations of Buyer with respect to such assignment and the existence of any default (including any Cure amounts) under any such Assigned Contract and Lease;
- (f) Adjudicate all issues concerning (alleged) pre-closing Interests, and any other (alleged) interest(s) in and to the Acquired Assets, including the extent, validity, enforceability, priority and nature of all such (alleged) Interests; and
- (g) Adjudicate any and all issues and/or disputes relating to Sellers and title or interest in the Acquired Assets and the proceeds, the Sale Motion and/or the NCO Purchase Agreement and any amendments thereto.

18. If any person or entity that has filed documents or agreements evidencing Interests (other than the Permitted Liens) against the Acquired Assets shall not have delivered to Sellers and Buyer prior to Closing, in proper form for filing and executed by the appropriate parties, releases of all such Interests (other than the Permitted Liens) which the person or entity has with respect to the Acquired Assets, then as of the Closing: (i) Sellers hereby are authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Acquired Assets (and expressly excluding the Excluded Assets); and (ii) Buyer is hereby authorized to file, register or otherwise record a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Interests or other interests in the Acquired Assets (other than the Permitted Liens and expressly excluding the Excluded Assets) as of Closing, of any kind or nature whatsoever.

19. The terms and provisions of the NCO Purchase Agreement and this Sale Order shall be binding in all respects upon the Sellers, Buyer and their respective affiliates, successors and assigns, and any affected third parties, notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code or conversion of these Chapter 11 Cases to a case under chapter 7, as to which trustee(s) such terms and provisions likewise shall be binding.

20. The NCO Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, in a writing signed by such parties, with the written consent of the Agent, and in accordance with the terms thereof, without further order of this Court, provided that any such modification, amendment or supplement does not have a material adverse effect on Sellers or Debtors' estates.

21. The failure specifically to include any particular provisions of the NCO Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provisions, it being the intent of this Court that the NCO Purchase Agreement be authorized and approved in their entirety.

22. To the extent of any inconsistency between the provisions of the NCO Purchase Agreement, any documents executed in connection therewith, and this Sale Order, the provisions contained in this Sale Order shall govern.

23. Notwithstanding the provisions of Bankruptcy Rules 6004(g) and 6006(d), this Sale Order shall not be stayed for ten (10) days after the entry hereof, but shall be effective and enforceable immediately upon issuance hereof.

24. Amounts payable (including, without limitation, any amount payable in connection with a breach) by Sellers to Buyer pursuant to the NCO Purchase Agreement or any of the other documents delivered by Sellers pursuant to or in connection with any of the

foregoing shall, without further order of this Court, be paid in accordance with and subject to the terms of Paragraph 7 of the Bidding Procedures Order.

25. Nothing contained in any future chapter 11 plan confirmed in these Chapter 11 Cases or any order of this Court confirming such plan or any other order entered in these Chapter 11 Cases shall conflict with or derogate from the provisions of the NCO Purchase Agreement or the terms of this Sale Order, in which case the terms of this Sale Order and the NCO Purchase Agreement shall control and govern.

26. Pursuant and subject to the terms of § 1146(c) of the Bankruptcy Code, the Sale and the execution, delivery and/or recordation of any and all documents or instruments necessary or desirable to consummate the Sale shall be, and hereby are, exempt from the imposition and payment of all recording fees and taxes, stamp taxes and/or sales, transfer or any other similar taxes. Each and every federal, state and local government agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transfer of any of the Acquired Assets, all without imposition or payment of any stamp tax, transfer tax or similar tax.

27. For the period following the Closing Date and expiring on July 9, 2007, Buyer shall afford all representatives, agents, counsel and other professionals of the Official Committee of Unsecured Creditors and/or any successor in interest thereto, including but not limited to, any Liquidation Trust (collectively "Requesting Party") reasonable access during normal business hours to the books and records acquired from Sellers and access to the Sellers' former employees (if and to the extent retained by Buyer in its sole and absolute discretion); provided, however, that any such access shall not unreasonably interfere with the conduct of the business of Buyer and in all cases any copying costs associated with such books and records (and any extraordinary

employee time) shall be incurred and charged to the party requesting the same (and in no event chargeable to Buyer).

28. Notwithstanding anything herein to the contrary, the terms and conditions of that certain Final Order (1) Authorizing Use Of Cash Collateral, (2) Authorizing Debtors To Incur Post-Petition Secured Indebtedness, (3) Granting Security Interests And Priority Claims Pursuant To 11 U.S.C. § 364, (4) Granting Adequate Protection, (5) Modifying Automatic Stay And (6) Setting Final Hearing, entered by this Court on August 5, 2005 (Docket No. 164) (the "Financing Order") are in full force and effect (and except as expressly set forth in Paragraph 25 above, are not being amended or otherwise modified by this Sale Order) and all Sale proceeds of the Acquired Assets payable to the Debtors under the NCO Purchase Agreement shall be subject to and treated in accordance with (i) the Financing Order, (ii) the Order Approving Global Settlement Agreement Among The Debtors, The Unsecured Creditors' Committee, Heller Financial Inc. And GTCR Capital Partners Providing For Releases And Allowance Of Claims And Resolving Issues Related To The Sale Of The Debtors' Assets, DIP Financing And Use Of Cash Collateral entered by the Court on August 18, 2005 ("Global Settlement Order"), and (iii) the Settlement Agreement (as defined in the Global Settlement Order).

29. Except as expressly set forth below, any objections to the entry of this Sale Order or the relief granted herein and requested in the Sale Motion that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby denied and overruled. Notwithstanding the foregoing, (a) the objections of Veritas Software Corporation, Ontario Systems, LLC, Qwest (defined below), and Airport Cheyenne Venture, LLC, and (b) the Sellers' proposed assumption and assignment of such contracts are continued and preserved until the hearing scheduled for September 1, 2005 at 3:00 p.m. EST, at which time such objections and relief, if any, will be subject to further order of this Court or agreement of the parties. In

addition, (i) the Debtors proposed assumption and assignment of the executory contracts and unexpired leases identified in the Third Notice of (I) Filing of and (II) Opportunity to Object to, Schedule of Executory Contracts and Unexpired Leases to be Assumed and Assigned Pursuant to the Sale of Substantially All of the Assets of the Debtors and (ii) any objections thereto are continued and preserved until the hearing scheduled for September 1, 2005 at 3:00 p.m. EST, at which time such objections and relief, if any, will be subject to further order of this Court or agreement of the parties.

30. The Objection of 4300 East Fifth Avenue LLC ("East 5th Avenue") To Asserted Cure Cost In Connection with Assumption and Assignment of Lease With Debtor, Risk Management Alternatives, Inc. and Conditional Objection to Assumption and Assignment Of Lease to Buyer or Other Winning Bidder, Docket No. 184, is resolved as follows:

- The Cure Amount shall be \$18,020.15, subject to any additional obligations that accrue pending Closing and assignment; and
- East 5th Avenue has stipulated that adequate assurance of future performance has been provided.

31. Equifax Information Services LLC's Objection To Debtors' Notice of Cure Costs With Respect to Debtors' Contracts With Equifax, Docket No. 185, is resolved as follows:

- The Cure Amount shall be \$253,056.59 subject to any additional obligations that accrue pending Closing and assignment.

32. The State of Ohio, Office of the Attorney General, Collections Enforcement Section's Limited Objection To Debtors' Motion For Order Under §§ 105(a), 363, 365, and 1146(c) of the Bankruptcy Code (A) Authorizing Sale of Substantially All of the Debtors' Assets, Free and Clear of Liens, Claims, Encumbrances and Interests, (B) Approving Asset Purchase Agreement, and (C) Authorizing the Assumption and Assignment of Certain Executory

Contracts and Unexpired Leases In Connection With Such Sale, Docket No. 194, has been withdrawn.

33. The Objection of Time Warner Telecom Holdings Inc. ("TWTH") To (1) Motion For Order Under §§ 105(a), 363, 365, and 1146(c) of the Bankruptcy Code (A) Authorizing Sale of Substantially All of the Debtors' Assets, Free and Clear of Liens, Claims, Encumbrances and Interests, (B) Approving Asset Purchase Agreement, and (C) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases In Connection With Such Sale and (2) Second Notice of (I) Filing of and (II) Opportunity to Object To Schedule of Executory Contracts and Unexpired Leases to be Assumed and Assigned Pursuant to the Sale of Substantially All of the Assets of the Debtors, Docket No. 195, is resolved as follows:

- The Cure Amount shall be \$54,974.74; and
- TWTH has stipulated that adequate assurance of future performance has been provided.

34. The Objection of Qwest Corporation, Qwest Business Resources, Inc. and Qwest Communications Corporation (collectively, "Qwest") To: (1) Motion For Order Under §§ 105(a), 363, 365, and 1146(c) of the Bankruptcy Code (A) Authorizing Sale of Substantially All of the Debtors' Assets, Free and Clear of Liens, Claims, Encumbrances and Interests, (B) Approving Asset Purchase Agreement, and (C) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases In Connection With Such Sale, and (2) Second Notice of (I) Filing of and (II) Opportunity to Object To Schedule of Executory Contracts and Unexpired Leases to be Assumed and Assigned Pursuant to the Sale of Substantially All of the Assets of the Debtors, Docket No. 196, has been adjourned to September 1, 2005, 3:00 p.m. EST.

35. The Limited Objection of Hub Properties Trust to Assumption and Assignment of Unexpired Lease of Non-Residential Real Property, Docket No. 200, is resolved pursuant to the provisions of a "Stipulation and Order by and Among the Debtors, NCO Capital Resource LLC, NCO Financial Systems, Inc., and Hub Properties Trust Relating to Assumption and Assignment of Unexpired Lease of Non-Residential Real Property, as Modified," Docket No. _____, all provisions of which are hereby incorporated by reference into, and are made a part of, this Sale Order.

36. The Objection Of Airport-Cheyenne Stoltz ("Stoltz") To (I) Sale of Substantially All of the Debtors' Assets to Buyer (II) Assumption and Assignment of Unexpired Lease and (III) Proposed Cure Amounts, Docket No. 202, and the request to assume and assign the Stoltz Lease has been adjourned to September 1, 2005, 3:00 p.m. EST.

37. The Objection to Scheduled Cure Amount For Executory Contract filed by Blaine Street Garden Apartments, LLC ("BSGA"), Docket No. 203, is resolved as follows:

- Equifax will remit to BSGA funds sufficient to pay the real property taxes plus any penalties. Upon receipt of such funds, BSGA will pay the real property taxes;
- The Cure Amount shall be \$89,521.41, subject to any additional obligations that accrue pending closing and assignment, allocated as follows:

Atty fees and cost:	\$ 5,000.00
Real property tax penalty	\$ 3,106.96
Real property taxes	\$62,139.16
July unpaid rent	<u>\$19,275.29</u>
Total	\$89,521.41

- BSGA will return \$84,521.41 to Equifax and apply the amount currently held in trust to the July unpaid rent.

38. The Limited Objection of CFSC Capital Corp. XXXIV To: Debtors' Motion For Order Under §§ 105(a), 363, 365, and 1146(c) of the Bankruptcy Code (A) Authorizing Sale of

Substantially All of the Debtors' Assets, Free and Clear of Liens, Claims, Encumbrances and Interests, (B) Approving Asset Purchase Agreement, and (C) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases In Connection With Such Sale, Docket No. 204, is moot because NCO is the successful purchaser of Debtors' assets.

39. Equifax Information Services LLC's Objection To Debtors' Notice of Cure Costs With Respect to the Lease With Ampic Associates, Docket No. 206, is resolved in accordance with the terms of the resolution with BGSA set forth in paragraph 37 herein.

40. Ontario System LLC's Objection To Assumption and Assignment of Non-Exclusive License Agreements, Docket No. 207, has been adjourned to September 1, 2005, 3:00 p.m. EST.

41. The City of Grapevine, Grapevine-Coolleyville ISD, and ALIEF ISD's (collectively, "Grapevine") Objection to Sale of Substantially All of Debtors' Assets to Buyer has been resolved by the agreement between the Debtors and Grapevine that the liens, if any, of the City of Grapevine, Grapevine-Colleyville ISD, and Alief Independent School District shall attach to the proceeds of the Sale upon consummation of the Sale, to the same extent, validity, and priority as they had as of the Petition Date.

42. The Objection of Veritas Software Corporation to Debtors' Motion For Order Under §§ 105(a), 363, 365, and 1146(c) of the Bankruptcy Code (A) Authorizing Sale of Substantially All of the Debtors' Assets, Free and Clear of Liens, Claims, Encumbrances and Interests, (B) Approving Asset Purchase Agreement, and (C) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases In Connection With Such Sale has been adjourned to September 1, 2005, 3:00 p.m. EST.

43. The Objection to Cure Cost by Hurley Partners, A Limited Partnership has been resolved as follows:

- The Cure Amount shall be \$11,761.79.

44. The provisions of this Sale Order are non-severable and mutually dependent.

IT IS SO ORDERED.

Dated: August 30, 2005


UNITED STATES BANKRUPTCY JUDGE

PREPARED BY:

Shawn M. Riley (0037235)
Paul W. Linehan (0070116)
Matthew A. Salerno (0070847)
McDONALD HOPKINS CO., LPA
600 Superior Avenue, East
Suite 2100
Cleveland, Ohio 44114-2653
Telephone: (216) 348-5400
Facsimile: (216) 348-5474
E-mail: sriley@mcdonaldhopkins.com
plinehan@mcdonaldhopkins.com
msalerno@mcdonaldhopkins.com

COUNSEL FOR THE DEBTORS
AND DEBTORS IN POSSESSION



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Purchase Order

PURCHASE ORDER NO.
 DEBT04D

PAGE

BLANKET RELEASE
 00

CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW

CHANGE ORDER
 3

**SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS**

INVOICE TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

VENDOR

*105094230 770-925-5241
 RISK MANAGEMENT ALTERNATIVES I
 2675 BRECKINRIDGE BLVD
 DULUTH GA 30096

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
12/28/2005	NET 30	411880612	
SHIP VIA	F.O.B	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY		UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE		CAT. NO.	ITEM NUMBER				
					RECEIPT TICKET FOR PURCHASE ORDER:			DEBT04D
LINE	CATNO	ITEM	NUMBER		DESCRIPTION		QTY	DATE
0001		946-33	-99-000		DEBT COLLECTION SERVICE			
				SIGNATURE		DATE		

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE